

VILLAGE BOARD MEETING AGENDA
Monday, November 02, 2020 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

THIS WILL NOT BE AN IN-PERSON MEETING

AUDIO & VIDEO CONFERENCE VIA ZOOM
ACCESS VIA DIAL-IN NUMBER IS: 1-(312) 626-6799; ACCESS CODE IS: 841 3764 8785 OR
ACCESS VIA ONE-TOUCH TELEPHONE IS: tel:+13126266799,, 84137648785# OR
ACCESS VIA INTERNET IS: <https://us02web.zoom.us/j/84137648785>

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
5. **Approval of Minutes**
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
8. **Ordinances and Resolutions**
 - A. **Ordinance 2020-16 – Reading and Possible Action on** – An Ordinance to Amend Chapter 1 of Title 14 and Chapter 3 of Title 14 of the Code of Ordinances for the Village of Caledonia Governing Minor Land Divisions and Subdivisions Pertaining to the Shape and Orientation of Flag Lots in Minor Land Divisions (Via Certified Survey Map) and Subdivisions and Setting Forth Criteria that the Village May Consider in Granting a Waiver to Allow a Flag Lot
 - B. **Ordinance 2020-17 – Reading and Possible Action on** – An Ordinance to Amend Zoning Districts of the Zoning Map Adopted Under Section 20-212 of the Racine County Code of Ordinances as Adopted by the Village of Caledonia Under Section 16-1-1(A) of the Code of Ordinances of the Village of Caledonia Approving a Request to Rezone ±7.9 Acres From R -2, Suburban Residential District (Unsewered) to A-2 General Farming and Residential District II for the Property Located Directly East of 6001 6 Mile Road (Parcel No. 104-04-22-13-022-000), Village of Caledonia, Racine County, WI. Travis and Rebecca Dove, Owners and Applicant
 - C. **Resolution 2020-100** – Resolution Authorizing the Village of Caledonia to Execute an Agreement to Allow Private Construction of Sanitary Sewers and Watermains By the Developer for the Bear Country Holdings, LLC Development Project – 8425 State Trunk Highway 38
 - D. **Resolution 2020-101** – Resolution of the Village Board of the Village of Caledonia to Approve a Sign Plan for the Development Located 4917 Douglas Avenue; Stephen Prochaska, Applicant, True North Commons, Owner
 - E. **Resolution 2020-102** – A Resolution of the Village Board of the Village of Caledonia to Approve a Conditional Use to Construct and Utilize a ±1,800 Square-Foot Commercial Building for Contractor Offices with Outdoor Storage of Tractor Trailers, Located at 3500 Fourteen Point Lane in the Village of Raymond Under the Cooperative Plan Dated November 12, 2009 Between the Village of Caledonia and the Village of Raymond Under Sec. 66.0307, Wis. Stats.

- F. **Resolution 2020-103** – Resolution of the Village Board of the Village of Caledonia to Approve a Certified Survey Map ____; Parcel IDs 104-04-23-21-029-000; 104-04-23-21-030-000; & 104-04-23-21-031-000 – Located in the SW ¼ of the NW ¼ of Section 21, T4N, R23E, Village of Caledonia, Racine County, WI – Owner Jerome Bartley
 - G. **Resolution 2020-104** – Resolution of the Village Board of the Village of Caledonia Approving the Extension of the Preliminary Plat Approval and Deadline to Submit a Final Plat for Briarwood of Caledonia
 - H. **Resolution 2020-105** – Resolution of the Village Board of the Village of Caledonia to Approve a Development Agreement for Briarwood Condominium Plat on Parcel ID 51-104-04-23-21-061-000; Briarwood of Caledonia, LLC, Owner / Nancy Washburn, Agent
 - I. **Resolution 2020-106** – Resolution Authorizing the Village of Caledonia to Purchase Two Halofoggers for the Fire Department
9. **New Business**
- A. Variance Request for Detached Oversized Structure/Garage at 3111 Nicholson Road
10. **Report from Village Administrator**
11. **Adjournment**

**Special Village Board Meeting
October 13, 2020**

Board Present: President Dobbs, Trustee Stillman, Trustee Wanggaard, Trustee Prott, Trustee Wishau, Trustee Martin, and Trustee Weatherston. All present via zoom.

Absent: None.

Staff/Others: Administrator Tom Christensen, HR Director/Asst. Administrator Toni Muise, and Attorney Tyler Helscl. All present via zoom.

1. Call the meeting to order

President Dobbs called the meeting to order at 4:00 p.m., via ZOOM.

2. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to Wis. Stat. s. 19.85(1)(e), for: (1) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; specifically as it relates to the Second Amendment to the Caledonia – Mount Pleasant Memorial Park Agreement; and (2) Discussion of 2021 Health Insurance.

Motion by Trustee Weatherston to go into closed session at 4:03 p.m. Seconded by Trustee Stillman.

Trustee Weatherston – aye	Trustee Prott – aye
Trustee Stillman – aye	Trustee Wishau – aye
Trustee Wanggaard – aye	Trustee Martin – aye
President Dobbs – aye	

Motion carried unanimously.

3. The Village Board reserves the right to go back into OPEN SESSION, possibly take action on the items discussed during the closed session and to move to the remaining agenda items and meeting agendas as posted

Motion by Trustee Martin to reconvene into open session at 5:31 p.m. Seconded by Trustee Stillman. Motion carried unanimously.

No action was taken.

4. Adjournment.

Motion by Trustee Stillman to adjourn. Seconded by Trustee Martin. Motion carried unanimously. Adjourned at 5:32 p.m.

Respectfully submitted,

Karie Pope
Village Clerk

**Special Village Board Meeting
October 19, 2020**

Board Present: President Dobbs, Trustee Stillman, Trustee Wanggaard, Trustee Prott, Trustee Wishau, Trustee Martin, and Trustee Weatherston.

Absent None.

Staff/Others: Administrator Tom Christensen, HR Director/Asst. Administrator Toni Muise, Police Chief Christopher Botsch, Fire Chief Richard Roeder and Attorney Tyler Helsel.

1. Call the meeting to order

President Dobbs called the meeting to order at 5:00 p.m., via ZOOM.

2. The Village Board will take up a motion to go into CLOSED SESSION pursuant to s. 19.85(1)(c), Wis. Stat., for considering employment, compensation and performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility; specifically to discuss and consider recommendations on salary and wage adjustments for Police and Fire employees; and pursuant to s. 19.85(1)(e), Wis. Stat., to discuss the acquisition of land in Tax Incremental District No. 5 specifically parcels located at 6020 Erie Street, 5915 Erie St., and 5919 Erie St.

Motion by Trustee Wanggaard to go into closed session at 5:01 p.m. Seconded by Trustee Martin.

Trustee Weatherston – aye	Trustee Prott – aye
Trustee Stillman – aye	Trustee Wishau – aye
Trustee Wanggaard – aye	Trustee Martin – aye
President Dobbs – aye	

Motion carried unanimously.

3. The Village Board reserves the right to go back into OPEN SESSION, possibly take action on the items discussed during the closed session and to move to other meeting agendas as posted.

Motion by Trustee Weatherston to reconvene into open session. Seconded by Trustee Stillman. Motion carried unanimously.

Motion by Trustee Prott to approve wage compression with 5% increase effective 1-1-21. Seconded by Trustee Wanggaard.

Trustee Weatherston – aye	Trustee Prott – aye
Trustee Stillman – nay	Trustee Wishau – nay
Trustee Wanggaard – aye	Trustee Martin – nay
President Dobbs – aye	

Motion carried, 4/3.

4. Adjournment.

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee Stillman. Motion carried unanimously. Adjourned at 5:49 p.m.

Respectfully submitted,

Joslyn Hoeffert
Deputy Village Clerk

**Village Board Meeting
October 19, 2020**

1 - Order

President Dobbs called the Village Board Meeting to order at 6:00 p.m., via Zoom.

2 - Pledge of Allegiance

3 - Roll Call

Board: Trustee Stillman, Trustee Wanggaard, Trustee Weatherston, Trustee Prott, Trustee Martin, Trustee Wishau and President Dobbs.

Absent: None.

Staff: Administrator Tom Christensen, HR Director/Asst. Administrator Toni Muise, Planning Director Peter Wagner, Utility Director Anthony Bunkelman, Finance Director Kathy Kasper, Public Works Director Tom Lazcano, Police Chief Christopher Bostch, Fire Chief Richard Roeder, and Attorney Elaine Ekes.

4 - Communications and Announcements

4A - Refuse and Recycling Update

Nate Austin the Municipal Account Manager at John's Disposal presented. He explained there hasn't been much change over the past year. Cardboard is currently valued around \$55 / ton. Mixed paper is about \$35 / ton. These two streams make up about 60% of what is picked up at the curb. To put current values in perspective, a few years ago it was valued at \$150 / ton for cardboard and \$85 / ton for paper. Overall, the value for one ton of single stream recycling is around \$40 / ton (glass and residual trash are both negatives), and it costs us around \$90 / ton to process materials, leaving a "value" of -\$50 / ton.

Austin further reviewed a possibility of being paid for recyclables and thought that might be something we see in the future. An updated brochure was placed on the website.

President Dobbs proposed a possibility of an informational video to be possibly placed on the website to try and control what is being placed in the recycling bin. Austin stated they are working towards a more attractive media and would consider making a video. President Dobbs felt something could be put in the tax bill insert as a reminder what should and shouldn't be placed in the bins. There was further discussion regarding scrap metal and how that is processed by John's Disposal. Wishau was concerned that it may be costing the Village. Austin stated there would be no way to eliminate contamination completely.

5 - Approval of minutes

Motion by Trustee Wanggaard to approve the minutes of the following meeting(s) as printed. Seconded by Trustee Stillman. Motion carried unanimously.

Village Board – October 5, 2020
Special Village Board – October 5, 2020

6. Citizens Reports

None.

7 - Committee Report**7A(1) - Approval of A/P checks**

Motion by Trustee Wishau to approve the A/P checks as presented. Seconded by Trustee Martin. Motion carried unanimously.

Village - \$ 244,274.31

8 - Ordinances and Resolutions**8A - Resolution 2020-93 – Resolution Declaring Official Intent to Reimburse Expenditures From Proceeds of Borrowing**

Motion by Trustee Martin to approve Resolution 2020-93. Seconded by Trustee Wishau. Motion carried unanimously.

8B - Resolution 2020-94 – Resolution Authorizing the Revised Reimbursement of Clothing Allowance Policy

The Village has been reviewing the Personnel Manual policies to ensure there is consistency, the current Reimbursement of Clothing Allowance Policy is being updated for just the Police and Fire Department. This will be a reimbursement program opposed to an allowance. The Personnel Committee recommended approval.

Motion by Trustee Prutt to approve Resolution 2020-94. Seconded by Trustee Martin. Motion carried unanimously.

8C - Resolution 2020-95 – Resolution of the Village Board of the Village of Caledonia Approving Promissory Note to Racine Unified School District

This Resolution is approving the promissory note to RUSD for \$1,415,000 for the purchase of the two RUSD parcels in TID5. This note is in accordance with the purchase agreement with RUSD previously approved by the Board. The closing is set for Wednesday, Oct. 21st.

Motion by Trustee Weatherston to approve Resolution 2020-95. Seconded by Trustee Prutt. Motion carried unanimously.

8D - Resolution 2020-96 – Resolution of the Village Board of the Village of Caledonia Approving Agreement with Steven J. Ryder for the Acquisition of Property by the Village

This Resolution is approving the agreement with Dr. Ryder to purchase his whole parcel upon his request in TID 5. The Village is purchasing the whole parcel for \$532,700 with a payment of \$319,620 at closing with the balance due in six months. Ryder's lawyer has asked for a penalty provision of interest if the Village is late with its second payment of 1% per month on the balance due not compounding. Dave and Kathy have docketed this due date as well as our office for the end of March (one month early). It should not be late.

Motion by Trustee Martin to approve Resolution 2020-96. Seconded by Trustee Weatherston. Motion carried unanimously.

8E - Resolution 2020-97 – Resolution Authorizing the Village of Caledonia to Purchase a Canon TM-305 MFP T36 Multifunction Printer

Bunkelman explained that the current large format printer requires a computer that drives the network. The computer hard drive has crashed, and the printer itself is obsolete. Several quotes were received, and the lowest quote was from West Allis Blue for \$5,600 and includes setup, printer, networking, etc. It will cost \$6,600 upfront but there is a \$1,000 rebate. Kasper explained the money is coming from some residual funds from the capital improvements and will be adjusted from the 2021 budget. The old unit is beyond its life and he will likely put it on Wisconsin Surplus.

Motion by Trustee Weatherston to approve Resolution 2020-97. Seconded by Trustee Martin. Motion carried unanimously.

9 – New Business

9A - Approve the Draft 2021 Budget for the Purpose of Publication for the November 16th Budget Hearing

Trustee Wishau inquired about the expenditure restraint. We are under the limit.

Motion by Trustee Wishau to approve the Approve the Draft 2021 Budget for the Purpose of Publication for the November 16th Budget Hearing. Seconded by Trustee Wanggaard. Motion carried unanimously.

The budget for the Joint Park remains unchanged for now. There have been some positive updates with Horton and are getting close to the goal of 13% for health insurance.

10 – Report from Village Administrator

Nothing new to report.

11 – Adjournment

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee Stillman. Motion carried unanimously.

Meeting adjourned at 6:26 p.m.

Respectfully submitted,

Joslyn Hoeffert, Deputy Village Clerk

**Special Village Board Meeting
October 26, 2020**

Board Present: President Dobbs, Trustee Stillman, Trustee Wanggaard, Trustee Prott, Trustee Wishau, Trustee Martin, and Trustee Weatherston.

Absent None.

Staff/Others: Administrator Tom Christensen, HR Director/Asst. Administrator Toni Muise, Utility Director Anthony Bunkelman and Attorney Tyler Helsel.

1. Call the meeting to order

President Dobbs called the meeting to order at 5:00 p.m., via ZOOM.

2. 2021 Health Insurance Options

Alex Beadreau from the Horton Group presented a cost savings to the WCA plan. Option 1 increases employee out of pocket from \$4,000 individual /\$8,000 family to \$5,000/\$10,000 with a savings of -1.3%. Option 2 increases the emergency room visit from \$150.00 to \$300 with a -0.3%. The Board agreed to implementing both options bringing the expense of healthcare below the budgeted amount.

A Family Savings Plan can be applied for an additional savings. The Family Savings Plan would apply if a Village employee chooses not to enroll in the Village Healthcare but rather utilize their spouse's insurance; They would be reimbursed any out-of-pocket expenses if a network provider is used. This saves the Village and any participating employee(s) money. This will go to a future Finance Committee meeting for further discussion.

3. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to Wis. Stat. s. 19.85(1)(e), for: (1) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; specifically as it relates to the Second Amendment to the Caledonia – Mount Pleasant Memorial Park Agreement

Motion by Trustee Wanggaard to go into closed session at 5:33 p.m. Seconded by Trustee Weatherston.

Trustee Weatherston – aye	Trustee Prott – aye
Trustee Stillman – aye	Trustee Wishau – aye
Trustee Wanggaard – aye	Trustee Martin – aye
President Dobbs – aye	

Motion carried unanimously.

4. The Village Board reserves the right to go back into OPEN SESSION, to possibly take action on the items discussed during the closed session and to move on to the other items on this agendas.

Motion by Trustee Martin to reconvene into open session. Seconded by Trustee Stillman. Motion carried unanimously.

5. Resolution 2020-92 – A Resolution Of The Village Of Caledonia Board Of Trustees Approving The Second Amended Contract For The Caledonia - Mt. Pleasant Memorial Park Between The Village Of Caledonia And The Village Of Mount Pleasant Under Wis. Stat. §66.030.

Motion by Trustee Weatherston to approve Resolution 2020-92. Seconded by Trustee Prott. Motion carried unanimously.

Trustee Weatherston – aye	Trustee Prott – aye
Trustee Stillman – nay	Trustee Wishau – nay
Trustee Wanggaard – aye	Trustee Martin – nay
President Dobbs – aye	

Motion carried, 4/3.

Trustee Wishau requested to go on record that he was not in favor of this Agreement. He felt Caledonia has always acted in good faith with Mount Pleasant but the same has not been reciprocated. Trustee Martin agreed. A memo is attached from Trustee Wishau.

6. Resolution 2020-99 – Resolution Authorizing The Village Of Caledonia To Enter Into An Access Agreement With CCM-Caledonia, LLC For Parcels At 5915, 5919 And 5945 Erie Street

Motion by Trustee to Weatherston. Seconded by Trustee Martin. Motion carried unanimously.

7. Adjournment.

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee Stillman. Motion carried unanimously. Adjourned at 6:03 p.m.

Respectfully submitted,

Karie Pope
Village Clerk

I cannot support the Joint Parks draft agreement dated 10-8-2020. This agreement would place an unfair financial burden and long term risk on the Village of Caledonia taxpayers.

I certainly understand why Mount Pleasant is in favor of this agreement as they assume zero financial risk, can opt back in after five years without any ramifications yet never give up ownership of the property. If Caledonia is to assume 100% of capital projects, operational expense and responsibility involved in the park, it's reasonable and expected to assume that Caledonia would also own 100% of the park property.

An argument can be made that it is not optimal to have two Villages involved in the operation of the park. I agree, but that is not the cause of the past poor performance and embezzlement issues. Lack of leadership, oversight and a very weak accounting system were the real culprits. *(As you may recall I have warned this board and every board since I arrived on the board in 2006 that the "Quickbooks" accounting system in place was completely inappropriate for Village use and put the Village at risk as it is full of security holes and weak operational processes due to its design as a home accounting system).* Dedicated committee members with solid managerial experience, a real accounting system (Civic Systems), strengthened accounting processes and proper board oversight are needed.

I am not privy to the negotiation sessions that have resulted in the draft agreement. Perhaps the board did not think this through very well which resulted in conflicting objectives.

In my opinion this agreement does not work for Caledonia. Short of Mount Pleasant relinquishing 100% of their ownership stake I reject the risk that this agreement places on Caledonia. Perhaps the proper solution that we're left with at this point is joint ownership, joint committee and equally shared capital and operational costs.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ACH - JAMES IMAGING								
897	ACH - JAMES IMAGING	28041377	VILLAGE COPIER SYSTEM	10/22/2020	1,269.92	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					1,269.92	.00		
ACH - SUPERFLEET								
1730	ACH - SUPERFLEET	EJ994101820	FUEL FOR VEHICLES AT 12'S	10/18/2020	521.65	.00		100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					521.65	.00		
ACH - WE ENERGIES								
380	ACH - WE ENERGIES	Village1106202	CALEDONIA PARKS & REC	11/06/2020	406.42	.00		221-00-64140 Utilities
380	ACH - WE ENERGIES	Village1106202	FACILITIES	11/06/2020	1,535.81	.00		100-43-64140 Utilities
380	ACH - WE ENERGIES	Village1106202	FIRE	11/06/2020	804.47	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	Village1106202	HIGHWAY DEPT	11/06/2020	1,065.38	.00		100-41-64140 Utilities
380	ACH - WE ENERGIES	Village1106202	JOINT PARK	11/06/2020	853.68	.00		222-00-64140 Utilities
380	ACH - WE ENERGIES	Village1106202	POLICE	11/06/2020	1,198.35	.00		100-30-64140 Utilities
380	ACH - WE ENERGIES	Village1106202	FIRE	11/06/2020	1,198.35	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	Village1106202	STREET LIGHTING	11/06/2020	12,086.25	.00		100-90-64290 Street Lighting
Total ACH - WE ENERGIES:					19,148.71	.00		
BJELAJAC & KALLENBACH, LLC								
210	BJELAJAC & KALLENBACH, LL	20115-049d	HRIBAR/AMSTON SUPPLY STO	09/30/2020	110.60	.00		100-23163-002 Amston Supply Deposit
210	BJELAJAC & KALLENBACH, LL	20115-051D	O'MALLEY/CULVERS STORMWA	09/30/2020	268.60	.00		100-23163-000 Developer Deposits Payable
Total BJELAJAC & KALLENBACH, LLC:					379.20	.00		
CLEANCO								
9021	CLEANCO	2089	CLEANING SERVICE AUGUST 2	08/14/2020	827.00	.00		100-43-62100 Contracted Services
Total CLEANCO:					827.00	.00		
CLL SERVICES INC								
9085	CLL SERVICES INC	516	TURF MOWING 9/28 & 10/8 CAL/	10/20/2020	970.00	.00		222-00-62700 Grounds Services
Total CLL SERVICES INC:					970.00	.00		
COMPLETE OFFICE OF WISCONSIN								
392	COMPLETE OFFICE OF WISCO	775295	CREDIT FOR RETURNED MOUS	10/07/2020	3.25-	.00		100-32-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	787989	HAND SANITIZER DISPENSER -	10/23/2020	45.95	.00		100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	788301	RUBBERBANDS	10/26/2020	6.29	.00		100-12-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	788307	AUTOMATIC HAND SANITIZER	10/23/2020	573.05	.00		100-35-64100 Janitorial Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total COMPLETE OFFICE OF WISCONSIN:					622.04	.00		
CUMMINS SALES AND SERVICES								
429	CUMMINS SALES AND SERVICE	F6-72838	ENGINE 11 WARRANTY WORK -	10/16/2020	100.00	.00		100-35-63300 Vehicle Repairs & Maintenance
Total CUMMINS SALES AND SERVICES:					100.00	.00		
DIVERSIFIED BENEFIT SERVICES								
525	DIVERSIFIED BENEFIT SERVIC	315033	FSA ADMINISTRATIVE SERVICE	10/19/2020	245.70	.00		100-90-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					245.70	.00		
EWALDS HARTFOLD FORD LLC								
630	EWALDS HARTFOLD FORD LLC	34919	#205 PURCHASE NEW SQUAD	10/12/2020	36,945.00	.00		400-30-65040 Equipment-Vehicles
630	EWALDS HARTFOLD FORD LLC	34920	#209 PURCHASE NEW SQUAD	10/12/2020	36,945.00	.00		400-30-65040 Equipment-Vehicles
630	EWALDS HARTFOLD FORD LLC	34921	#206 PURCHASE NEW SQUAD	10/12/2020	36,945.00	.00		400-30-65040 Equipment-Vehicles
630	EWALDS HARTFOLD FORD LLC	34922	#200 PURCHASE NEW SQUAD	10/12/2020	36,945.00	.00		400-30-65040 Equipment-Vehicles
Total EWALDS HARTFOLD FORD LLC:					147,780.00	.00		
FINISHING TOUCH AUTO BODY, INC.								
650	FINISHING TOUCH AUTO BODY,	7177	#214 BUMPER BUFFED	09/29/2020	90.00	.00		100-30-63300 Vehicle Repairs & Maintenance
Total FINISHING TOUCH AUTO BODY, INC.:					90.00	.00		
FIRE SERVICE								
3900	FIRE SERVICE	20954	ENGINE 12 PRIMER MOTOR RE	10/16/2020	602.57	.00		100-35-63300 Vehicle Repairs & Maintenance
Total FIRE SERVICE:					602.57	.00		
FRANKSVILLE AUTOMOTIVE LLC								
679	FRANKSVILLE AUTOMOTIVE LL	14237	#214 INSTALL FOUR NEW TIRE	10/19/2020	164.39	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	14256	#216 OIL/FILTER CHANGE	10/23/2020	67.77	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	14260	#211 REPLACE BATTERY	10/23/2020	253.31	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	14276	SPARKPLUGS #216	10/28/2020	284.86	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	14278	#205 REPLACE 1 TIRE	10/28/2020	25.75	.00		100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					796.08	.00		
G & F EXCAVATING								
687	G & F EXCAVATING	34707	2020 HOODS CREEK BRIDGE P	10/15/2020	1,039.50	.00		400-40-65120 Hoods Creek Bridge

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total G & F EXCAVATING:					1,039.50	.00		
GLOBE CONTRACTORS, INC.								
733	GLOBE CONTRACTORS, INC.	102720	DEBACK INDUSTRIAL PARK PH	10/27/2020	137,038.00	.00		414-21115-000 Retainage Payable
733	GLOBE CONTRACTORS, INC.	102720	DEBACK INDUSTRIAL PARK PH	10/27/2020	21,160.56	.00		414-00-65010 Land Improvements
Total GLOBE CONTRACTORS, INC.:					158,198.56	.00		
JEFFERSON FIRE & SAFETY, INC.								
909	JEFFERSON FIRE & SAFETY, IN	IN122366	POWER LOAD COT INSTALLATI	10/15/2020	1,300.00	.00		100-35-64250 Equipment Repairs & Maintenanc
Total JEFFERSON FIRE & SAFETY, INC.:					1,300.00	.00		
JONES BUILDERS								
9127	JONES BUILDERS	RECEIPT#281	CLEANUP BOND REFUND-3202	10/29/2020	1,000.00	.00		100-23160-000 Clean-Up Bonds
Total JONES BUILDERS:					1,000.00	.00		
JOURNAL TIMES								
1565	JOURNAL TIMES	51543	LIQUOR LICENSE PUBLICATION	10/16/2020	22.20	.00		100-11-64010 Notifications/Publications
1565	JOURNAL TIMES	53807	PUBLICATION - VILLAGE ORDIN	10/16/2020	80.38	.00		100-11-64010 Notifications/Publications
1565	JOURNAL TIMES	54237	LEGAL PUBLICATION - LAND U	10/16/2020	134.77	.00		100-11-64010 Notifications/Publications
Total JOURNAL TIMES:					237.35	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	137471	DISP. MASK, DRUM LINERS, TB	10/15/2020	88.97	.00		221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	137610	HELMET REPAIR	10/23/2020	.45	.00		100-35-64250 Equipment Repairs & Maintenanc
1096	KORTENDICK HARDWARE	137662	DRUM LINERS	10/22/2020	44.99	.00		222-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	137662	MISC. SUPPLIES (TOOL, UNDE	10/22/2020	65.24	.00		222-00-64030 Office Supplies
1096	KORTENDICK HARDWARE	137662	BASKETBALL NET	10/22/2020	8.07	.00		222-00-64110 Small Equipment
1096	KORTENDICK HARDWARE	137666	DISPOSABLE GLOVES & SPRAY	10/22/2020	27.31	.00		100-13-64070 Work Supplies
1096	KORTENDICK HARDWARE	137675	GROUNDING PLUG FOR PRES	10/23/2020	4.13	.00		100-35-64250 Equipment Repairs & Maintenanc
1096	KORTENDICK HARDWARE	36824	CEMETERY WINTERIZE IRRIGA	10/14/2020	125.00	.00		220-00-62700 Grounds Services
Total KORTENDICK HARDWARE:					364.16	.00		
MEDPRO MIDWEST GROUP								
1268	MEDPRO MIDWEST GROUP	00019431	MED 12 COT REPAIRS	10/16/2020	264.02	.00		100-35-64250 Equipment Repairs & Maintenanc
Total MEDPRO MIDWEST GROUP:					264.02	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
MENARDS RACINE								
1281	MENARDS RACINE	11088	END CAPS FOR PLYMOVENT	10/23/2020	21.67	.00		100-35-64250 Equipment Repairs & Maintenanc
1281	MENARDS RACINE	11345	CLEANING SUPPLIES	10/23/2020	8.78	.00		221-00-64100 Janitorial Supplies
1281	MENARDS RACINE	11345	LUMBER	10/23/2020	133.50	.00		221-00-64070 Work Supplies
1281	MENARDS RACINE	9487	SIGN SHOP SUPPLIES	09/23/2020	20.41	.00	10/05/2020	100-41-64090 Road Maintenance Materials
1281	MENARDS RACINE	9853	POLYCARBONATE SKYDOME (09/29/2020	29.00	.00		221-00-64240 Building Repairs & Maintenance
Total MENARDS RACINE:					213.36	.00		
MOBILE REDUCTION SPECIALISTS								
1345	MOBILE REDUCTION SPECIALI	64747	2 - 30 YD CONTAINERS -- 10-9-2	10/12/2020	850.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	64759	3 - 30 CU YD CONTAINERS 10-	10/13/2020	1,275.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	64779	2 - 30 YD CONTAINERS -- 10-15-	10/20/2020	850.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	64789	3 - 30 CU YD CONTAINERS 10-	10/20/2020	1,275.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	64814	4 - 30 CU YD CONTAINERS 10/	10/23/2020	1,700.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	64840	6 - 30 CU YD CONTAINERS 10-	10/27/2020	2,550.00	.00		241-00-62800 Waste Disposal
Total MOBILE REDUCTION SPECIALISTS:					8,500.00	.00		
MUNICIPAL LAW & LITIGATION GROUP, SC								
1361	MUNICIPAL LAW & LITIGATION	13310	LEGAL SERVICES RENDERED	10/20/2020	205.00	.00		100-90-61100 Attorney Fees
Total MUNICIPAL LAW & LITIGATION GROUP, SC:					205.00	.00		
NACCHO								
2356	NACCHO	268623	2021 LHD MEMBERSHIP; CENT	09/22/2020	875.00	.00		200-16200-000 Prepaid Expenses
Total NACCHO:					875.00	.00		
NASSCO, INC.								
1371	NASSCO, INC.	S2682433.001	URINAL SCREENS - HWY	10/27/2020	25.94	.00		100-41-64100 Janitorial Supplies
1371	NASSCO, INC.	S2682437.001	BATH TISSUE & 40 GAL CAN LIN	10/27/2020	94.59	.00		100-43-64100 Janitorial Supplies
1371	NASSCO, INC.	S2682945	PAPER TOWEL & BATH TISSUE	10/28/2020	140.17	.00		100-43-64100 Janitorial Supplies
Total NASSCO, INC.:					260.70	.00		
NEWBROOK HOMES INC.								
1393	NEWBROOK HOMES INC.	RECEIPT# 400	CLEANUP BOND REFUND - 382	10/29/2020	1,000.00	.00		100-23160-000 Clean-Up Bonds
Total NEWBROOK HOMES INC.:					1,000.00	.00		
PARK REFUND VENDOR								
8999	PARK REFUND VENDOR	WRSA-AKVV2	ESCROW REFUND - HALL RENT	10/17/2020	100.00	.00		222-00-46710 Hall Rental

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total PARK REFUND VENDOR:					100.00	.00		
PATS SERVICES INC.								
1462	PATS SERVICES INC.	A-204920	1 PORTABLE TOILET AT GORNE	10/13/2020	90.00	.00		221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-204920	1 PORTABLE HANDICAP TOILET	10/13/2020	140.00	.00		221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-204921	1 PORTABLE TOILET FOR LINW	10/13/2020	140.00	.00		221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A204931	PORTABLE TOILET @ NICHOLS	10/13/2020	140.00	.00		221-00-62100 Contracted Services
Total PATS SERVICES INC.:					510.00	.00		
PAYNE & DOLAN, INC.								
1474	PAYNE & DOLAN, INC.	1709890	8.14 TON HOT MIX	10/15/2020	473.75	.00		100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1711597	3.35 TON HOT-MIX	10/22/2020	204.35	.00		100-41-64090 Road Maintenance Materials
Total PAYNE & DOLAN, INC.:					678.10	.00		
PRIORITY ONE DELIVERY, INC.								
2379	PRIORITY ONE DELIVERY, INC.	65382	SHIPPING; COVID19 SAMPLES-	10/12/2020	265.00	.00		200-72-64040 Postage & Shipping
2379	PRIORITY ONE DELIVERY, INC.	65388	CARES-TESTING; SAMPLE SHI	10/19/2020	265.00	.00		200-72-64040 Postage & Shipping
Total PRIORITY ONE DELIVERY, INC.:					530.00	.00		
RACINE COUNTY								
1548	RACINE COUNTY	10192020NB	OCTOBER-DECEMBER 2020 DI	10/19/2020	1,857.25	.00		230-00-62200 Community Dispatch Services
1548	RACINE COUNTY	10192020VIL	OCTOBER-DECEMBER 2020 DI	10/19/2020	117,619.25	.00		100-31-62200 Community Dispatch Services
1548	RACINE COUNTY	10192020WP	OCTOBER-DECEMBER 2020 DI	10/19/2020	11,142.75	.00		230-00-62200 Community Dispatch Services
1548	RACINE COUNTY	202001	NETMOTION LICENSES	10/23/2020	960.00	.00		100-35-51320 Memberships/Dues
1548	RACINE COUNTY	20-CRCHD-15	PRINTING; BUSINESS CARDS	10/15/2020	48.90	.00		200-50-64060 Copying & Printing
1548	RACINE COUNTY	20-CRCHD-15	PRINTING; BUSINESS CARDS	10/15/2020	78.32	.00		200-20-64060 Copying & Printing
1548	RACINE COUNTY	20-CRCHD-15	PRINTING; BUSINESS CARDS	10/15/2020	39.12	.00		200-28-64060 Copying & Printing
1548	RACINE COUNTY	20-CRCHD-15	PRINTING; BUSINESS CARDS	10/15/2020	19.56	.00		200-29-64060 Copying & Printing
Total RACINE COUNTY:					131,765.15	.00		
RAY HINTZ INC.								
1592	RAY HINTZ INC.	61353	TOP SOIL CALEDONIA PARKS D	09/22/2020	22.00	.00		221-00-62700 Grounds Services
Total RAY HINTZ INC.:					22.00	.00		
RELIANT FIRE APPARATUS								
1619	RELIANT FIRE APPARATUS	CI002311	PARTS FOR Q-10	10/16/2020	421.89	.00		100-35-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total RELIANT FIRE APPARATUS:					421.89	.00		
ROSE PEST SOLUTIONS								
1701	ROSE PEST SOLUTIONS	2641296	PEST CONTROL - JT. PARKS (S	10/28/2020	50.00	.00		222-00-64240 Building Repairs & Maintenance
Total ROSE PEST SOLUTIONS:					50.00	.00		
SME SEASONAL SERVICES LLC								
1813	SME SEASONAL SERVICES LL	5559	WEED COMM. CHARGES ADMI	09/30/2020	223.45	.00		100-90-62900 Private Property Maintenance
Total SME SEASONAL SERVICES LLC:					223.45	.00		
SQUARE ONE HEATING & COOLING								
1840	SQUARE ONE HEATING & COO	I27206	FURNACE REPAIR	10/28/2020	206.32	.00		100-43-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:					206.32	.00		
STACY LINDSTRUM								
9128	STACY LINDSTRUM	RECEIPT# 600	CANCELLED CULVERT REPLAC	10/29/2020	1,423.15	.00		100-00-44310 Engineering Permits/Fees
Total STACY LINDSTRUM:					1,423.15	.00		
STATE OF WI-DSPS								
3792	STATE OF WI-DSPS	2019-2020 AG	2019-2020 BODY ART REIMBUR	09/14/2020	116.50	.00		200-24200-000 Due To State
Total STATE OF WI-DSPS:					116.50	.00		
SUNBELT RENTALS, INC.								
3831	SUNBELT RENTALS, INC.	106798821	CARES-TESTING; HEATER REN	10/19/2020	1,676.00	.00		200-72-62300 Equipment Rental & Maintenance
Total SUNBELT RENTALS, INC.:					1,676.00	.00		
TYLER TECHNOLOGIES								
2024	TYLER TECHNOLOGIES	060-11718	PROJECT #13689 2020-2021 SE	10/09/2020	7,666.72	.00		100-90-62100 Contracted Services
2024	TYLER TECHNOLOGIES	060-11758	PROJECT #13689 2020-2021	10/12/2020	9,440.35	.00		100-90-62100 Contracted Services
Total TYLER TECHNOLOGIES:					17,107.07	.00		
ULINE								
2030	ULINE	125499669	GUN BOXES FOR EVIDENCE	10/15/2020	95.10	.00		100-30-64070 Work Supplies
2030	ULINE	42383270	CARES-TESTING; LINE ROPE	10/07/2020	65.68	.00		200-72-64070 Work Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total ULINE:					160.78	.00		
UPS								
2047	UPS	0000F5A53641	SHIPPING CHARGES	10/23/2020	4.29	.00		100-35-64040 Postage & Shipping
Total UPS:					4.29	.00		
VON BRIESEN & ROPER SC								
2091	VON BRIESEN & ROPER SC	333899	ERIE ST. PROFESSIONAL SERV	10/08/2020	11,092.50	.00		415-00-61000 Professional Services
Total VON BRIESEN & ROPER SC:					11,092.50	.00		
WAUKESHA COUNTY TREASURER								
2104	WAUKESHA COUNTY TREASUR	2020-0000001	50-ST RADON KITS	10/20/2020	325.00	.00		200-50-64070 Work Supplies
Total WAUKESHA COUNTY TREASURER:					325.00	.00		
WCPPA								
9126	WCPPA	2020-conf33	CRIME PREVENTION CONFERN	10/20/2020	195.00	.00		100-30-51300 Education/Training/Conferences
Total WCPPA:					195.00	.00		
WISCONSIN HUMANE SOCIETY								
2180	WISCONSIN HUMANE SOCIETY	1834	ANIMAL SHELTER CONTRACT -	10/01/2020	1,112.50	.00		100-11-61000 Professional Services
Total WISCONSIN HUMANE SOCIETY:					1,112.50	.00		
Grand Totals:					514,530.22	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
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Dated: _____

Village President: _____

Village Board: _____

Village Clerk: _____

Ordinance No. 2020-16

AN ORDINANCE TO AMEND CHAPTER 1 OF TITLE 14 AND CHAPTER 3 OF TITLE 14 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA GOVERNING MINOR LAND DIVISIONS AND SUBDIVISIONS PERTAINING TO THE SHAPE AND ORIENTATION OF FLAG LOTS IN MINOR LAND DIVISIONS (VIA CERTIFIED SURVEY MAP) AND SUBDIVISIONS AND SETTING FORTH CRITERIA THAT THE VILLAGE MAY CONSIDER IN GRANTING A WAIVER TO ALLOW A FLAG LOT

The Village Board of the Village of Caledonia, Racine County, Wisconsin, do ordain as follows:

1. That Sec. 14-1-5(g)(1)(b) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

"b. **Flag Lots.** Flag Lots shall not be approved unless a waiver is granted by the Plan Commission under this subsection. The Plan Commission may allow a Flag Lot under the following circumstances:

- i. The parent lot is irregular in shape;
- ii. The parent lot is already a Flag Lot;
- iii. The parent lot contains encumbrances such as wetlands, floodplain or environmental corridors;
- iv. Allowing of the Flag Lot would eliminate a landlocked parcel;
- v. The parent lot is located outside of the water and sanitary sewer service area; and
- vi. Other abnormal circumstances specific to the parcel as recommended by the Public Works Director."

2. That Sec. 14-1-5(g)(3)(b) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

"b. The ratio of the entire length of the side of a residential lot to the frontage on the public street or at the setback line, whichever is greater, of the lot shall not be greater than 2.5:1 unless waived by the Plan Commission. Long lots normally cannot be divided without exceeding the 2.5:1 ratio. The Public Works Director may recommend allowing an exceedance by waiver of the 2.5:1 ratio based on surrounding lots, availability of utilities and/or to eliminate a land locked parcel."

3. That Sec. 14-3-4(c)(2)(c)(i)(b) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

"b. **Flag Lots.** Flag Lots shall not be approved unless a waiver is granted by the Plan Commission under this subsection. The Plan Commission may allow a Flag Lot under the following circumstances:

- i. The parent lot is irregular in shape;
- ii. The parent lot is already a Flag Lot;
- iii. The parent lot contains encumbrances such as wetlands, floodplain or environmental corridors;
- iv. Allowing of the Flag Lot would eliminate a landlocked parcel;
- v. The parent lot is located outside of the water and sanitary sewer service area; and
- vi. Other abnormal circumstances specific to the parcel as recommended by the Public Works Director."

4. That Sec. 14-3-4(c)(2)(c)(ii) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

"b. The ratio of the entire length of the side of a residential lot to the frontage on the public street or at the setback line, whichever is greater, of the lot shall not be greater than 2.5:1 unless waived by the Plan Commission. Long lots normally cannot be divided without exceeding the 2.5:1 ratio. The Public Works Director may recommend allowing an exceedance by waiver of the 2.5:1 ratio based on surrounding lots, availability of utilities and/or to eliminate a land locked parcel."

5. This ordinance shall take effect upon adoption and publication as required by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of _____, 2020.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Karie Pope, Clerk

ORDINANCE NO. 2020-17

AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP ADOPTED UNDER SECTION 20-212 OF THE RACINE COUNTY CODE OF ORDINANCES AS ADOPTED BY THE VILLAGE OF CALEDONIA UNDER SECTION 16-1-1(A) OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE ±7.9 ACRES FROM R -2, SUBURBAN RESIDENTIAL DISTRICT (UNSEWERED) TO A-2 GENERAL FARMING AND RESIDENTIAL DISTRICT II FOR THE PROPERTY LOCATED DIRECTLY EAST OF 6001 6 MILE ROAD (PARCEL NO. 104-04-22-13-022-000), VILLAGE OF CALEDONIA, RACINE COUNTY, WI. TRAVIS AND REBECCA DOVE, OWNERS AND APPLICANT

The Village Board of the Village of Caledonia, Racine County, Wisconsin, ordains as follows:

- A. Request to rezone ±7.9 acres from R-2, Suburban Residential District (unsewered) to A-2 General Farming and Residential District II for the parcel directly east of 6001 6 Mile Road, Caledonia, Racine County, WI. Travis and Rebecca Dove, Owners and Applicant; Parcel No.: 104-04-22-13-022-000, which is described on the attached **Exhibit A** is approved for the following reasons:
 - 1. This rezoning will not adversely affect the surrounding property values.
 - 2. The rezoning will recognize the current and future agricultural uses of the property.
 - 3. The 2035 Land Use Plan designates this property and adjacent properties to the north and west as Agriculture, Rural Residential, and Open Land.
- B. That in order to update the zoning map adopted under Section 20-212 of the Racine County Code of Ordinances adopted by the Village of Caledonia under Section 16-1-1(a) of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;
- C. That the zoning map be, and hereby is, amended as follows:

The land comprising the rezone ±7.9 acres for the parcel directly east of 6001 6 Mile Road, Caledonia, Racine County, WI with Parcel No.: 104-04-22-13-022-000, which is legally described on the attached **Exhibit A** shall be rezoned from: R-2, Suburban Residential District (unsewered) to A-2 General Farming and Residential District II.

- D. That the Village Clerk shall cause the official Zoning Map of the Village of Caledonia to be amended to reflect the amendment to the zoning classification adopted herein.
- E. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

Adopted by the Village Board of the Village of Caledonia this 2nd day of November, 2020.

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs

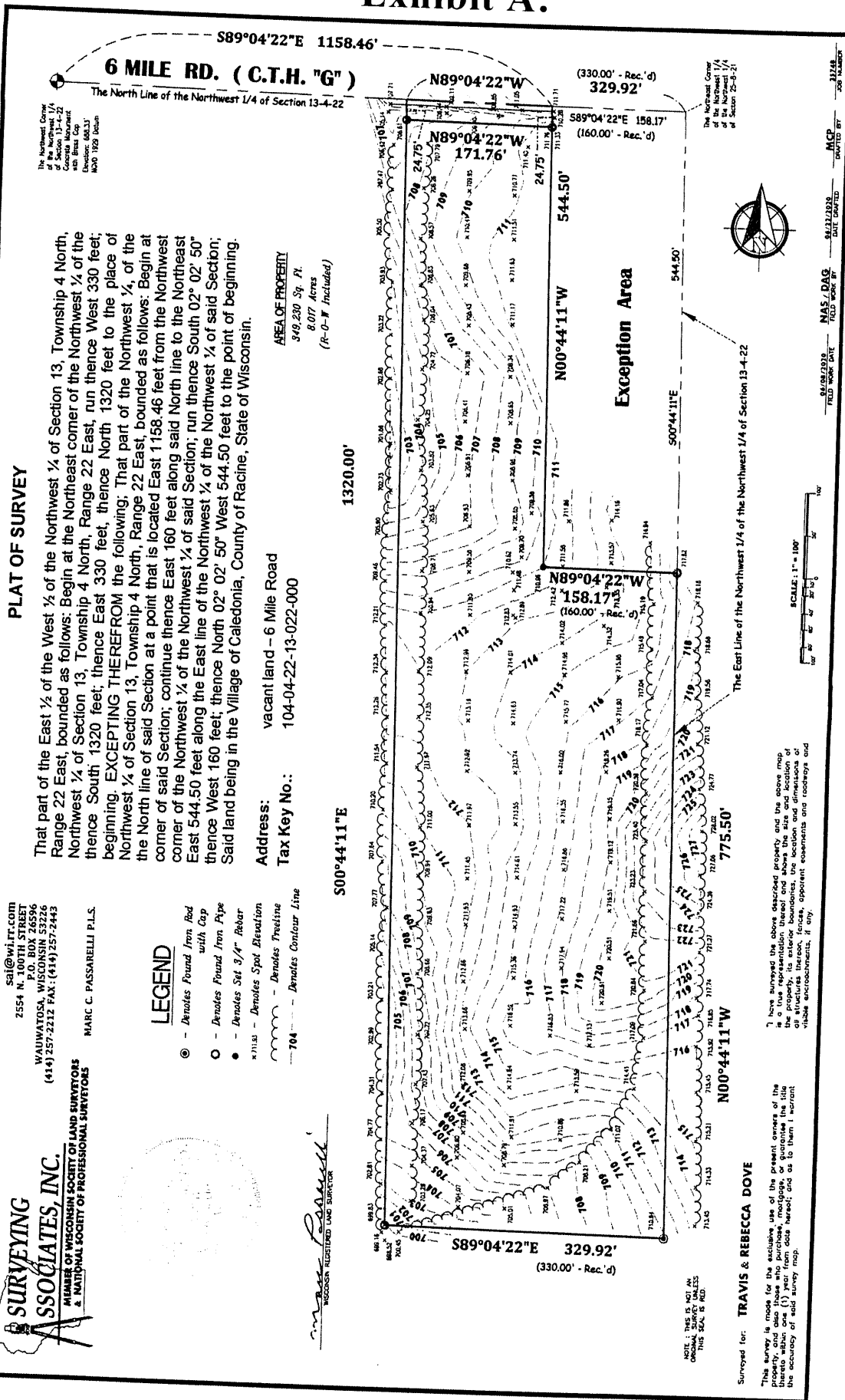
Village President

Attest:

Karie Pope

Village Clerk

Exhibit A:



PLAT OF SURVEY

That part of the East 1/2 of the West 1/4 of Section 13, Township 13, Range 22 East, bounded as follows: Begin at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 13, Township 4 North, Range 22 East, run thence West 330 feet; thence South 1320 feet; thence East 330 feet, thence North 1320 feet to the place of beginning, EXCEPTING THEREFROM the following: That part of the Northwest 1/4, of the Northwest 1/4 of Section 13, Township 4 North, Range 22 East, bounded as follows: Begin at the North line of said Section at a point that is located East 1158.46 feet from the Northwest corner of said Section; continue thence East 160 feet along said North line to the Northeast corner of the Northwest 1/4 of said Section; run thence South 02° 02' 50" thence West 160 feet; thence North 02° 02' 50" West 544.50 feet to the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

AREA OF PROPERTY
 8.017 Acres
 (R-0-8 Included)

Address: vacant land - 6 Mile Road
Tax Key No.: 104-04-22-13-022-000

SAI@WI.TIT.COM
 2554 N. 100TH STREET
 WAUWATOSA, WISCONSIN 53226
 (414) 257-2212 FAX: (414) 257-2443

MARC C. PASSARELLI P.L.S.

LEGEND

- ⊙ - Indicates Found Iron Rod with Cap
- - Indicates Found Iron Pipe
- - Denotes Set 3/4" Rebar
- *711.81 - Denotes Spot Elevation
- - Denotes Faint Line
- 704 - Denotes Contour Line

I have surveyed the above described property, and the above map is a true representation thereof and shows the size and dimensions of all structures thereon, the location and dimensions of all structures thereon, all adjacent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and the surveyor makes no warranty or guarantee of the accuracy of the data shown hereon, and as to them I warrant the accuracy of said survey map.

Surveyed for: **TRAVIS & REBECCA DOVE**

NOTE: THIS IS NOT AN ORIGINAL SURVEY UNLESS THIS SEAL IS RED.

SCALE: 1" = 100'



84/08/2022 FIELD WORK DATE
 NAS / DAG FIELD WORK BY
 06/17/2026 FIELD DATE
 MCP DRAWN BY
 2/2/26 JOB NUMBER

The Northwest Corner of the Northwest 1/4 of Section 13-4-22 is located at the intersection of the North Line of the Northwest 1/4 of Section 13-4-22 and the East Line of the Northwest 1/4 of Section 20-4-22.

The Northwest Corner of the Northwest 1/4 of Section 13-4-22 is located at the intersection of the North Line of the Northwest 1/4 of Section 13-4-22 and the East Line of the Northwest 1/4 of Section 20-4-22.

The East Line of the Northwest 1/4 of Section 13-4-22

Marc C. Passarelli
 WISCONSIN REGISTERED LAND SURVEYOR

SURVEYING ASSOCIATES, INC.
 A MEMBER OF WISCONSIN SOCIETY OF LAND SURVEYORS & NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

RESOLUTION NO. 2020-100

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE AN AGREEMENT TO ALLOW PRIVATE CONSTRUCTION OF SANITARY SEWERS AND WATERMANS BY THE DEVELOPER FOR THE BEAR COUNTRY HOLDINGS, LLC DEVELOPMENT PROJECT – 8425 STATE TRUNK HIGHWAY 38

WHEREAS, Bear Country Holdings, LLC, has received approval for an expansion project for Jellystone Park located at 8425 State Trunk Highway 38. As part of the approval, Bear Country Holdings was required to connect to the Municipal Sanitary Sewer and Watermain Systems. To connect to the Municipal Sanitary Sewer and Watermain Systems, the Caledonia Utility District was required to extend the systems to the Bear Country Holdings, LLC Property. As a condition of extending the systems, Bear Country Holdings LLC shall pay the Caledonia Utility District its portion of the costs to extend the systems. In addition, once the systems are extended to the property, Bear Country Holdings will have a contractor install private sanitary sewer and watermain systems within the property to serve the development.

WHEREAS, the Agreement details the cost for extending the sanitary sewer and watermain for the development which shall be paid by Bear Country Holdings, LLC.

WHEREAS, the Agreement details the inspection process for the private sanitary sewer and watermain within the development.

WHEREAS, the Owners of Bear Country Holdings LLC and their contractors Beaudry Services, Inc. and Musson Brothers, Inc. have executed said Agreement on October 22, 2020.

WHEREAS, the Caledonia Utility District will authorize the President & Secretary of the Caledonia Utility District to execute the Agreement at their December 2, 2020 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Agreement for it to be recorded.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the execution of the Agreement as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village President and Village Clerk are authorized to execute said Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of November 2020.

VILLAGE OF CALEDONIA

By: _____
James R Dobbs, Village President

Attest: _____
Karie Pope, Village Clerk

AGREEMENT TO ALLOW PRIVATE CONSTRUCTION OF
SANITARY SEWERS AND WATERMAINS
BY THE DEVELOPER FOR THE
BEAR COUNTRY HOLDINGS, LLC DEVELOPMENT PROJECT

This agreement (“Agreement”) is made and entered into by and between:

- a) BEAR COUNTRY HOLDINGS, LLC, being a Wisconsin limited liability company, with offices located at 8425 State Road 38, Caledonia, Wisconsin 53108 (hereinafter referred to as “Developer”); and
- b) BEAUDRY SERVICES, INC., being a Wisconsin corporation with offices located at 1522 Pearl Street, Waukesha, Wisconsin 53186, and MUSSON BROTHERS, INC., being a Wisconsin corporation, with offices located at 4215 North 124th Street, Brookfield, Wisconsin 53005, (such two entities hereinafter jointly and severally referred to as the “Contractor” in the singular tense); and
- c) The VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT and the VILLAGE OF CALEDONIA WATER UTILITY DISTRICT, being two separate utility districts established by the Village of Caledonia under the laws of the State of Wisconsin, with utility district offices located at 333 4½ Mile Road, Racine, Wisconsin 53402 (hereinafter jointly and severally referred to as the “Utility District” and/or “District” in the singular tense); and
- d) The VILLAGE OF CALEDONIA, being a municipal corporation and village created under the laws of the State of Wisconsin, with its Village Hall located at 5043 Chester Lane, Racine, Wisconsin 53402 (hereinafter referred to as the “Village”).

Introduction

The Village, through the respective two utility districts noted above, owns and operates a municipal sanitary sewerage system and a municipal water system (hereinafter collectively referred to as the "District System" and/or separately as the "District Sewer System" or "District Water System").

Developer is the sole record-title owner of the parcel of real property (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, that is described in attached Exhibit A.

Developer wishes to develop its Property (the "Development") as outlined and described in the below-described engineering plans (the "Developer Plans") created by the Sigma Group, a Wisconsin corporation with offices located at 1300 West Canal Street, Milwaukee, Wisconsin 53233. As a part of the Development, the Developer wishes to contract directly with the Contractor for the purpose of constructing and/or replacing the sanitary sewerage system and/or the watermain system in the Development (hereinafter collectively referred to as the "Development System" and/or separately as the "Development Sewer System" or "Development Water System").

Once constructed by the Contractor and approved by the District, the Development System will continue to be owned privately by the Developer (except for the hereinafter-described water meter, strainer, meter pit, and watermain bypass), but connected to the District System.

The ordinances of the Village of Caledonia allow and permit the Developer to directly contract with the Contractor to build and construct the Development System (hereinafter collectively referred to as the "Developer Construction Project"), provided that the Developer Construction Project is undertaken and done pursuant to the terms and provisions of this Agreement.

Additionally, as a part of the consideration for the Village and Utility District entering into this Agreement with Developer and Contractor, Developer shall pay to the Village/Utility District, as hereafter described in this Agreement, a portion of the costs to be incurred by the Village/Utility District to (i) construct sanitary sewer mains specific to Jellystone Park, and (ii) to construct watermains along STH 38, all as shown on engineering plans prepared by Foth Infrastructure & Environmental, LLC (“Foth”), a Wisconsin limited liability company with offices located at Lincoln Center II, 2514 South 102nd Street, Milwaukee, Wisconsin 53227, and being the consulting civil engineers for the Village and Utility District.

The above-stated sanitary sewer work and the watermain work is being performed by the Village/Utility District, through a public bidding process, as one single construction project (the “Village Construction Project”). The plans prepared by Foth (the “Foth Plans”) for the Village Construction Project (i) describe in detail (as may be unilaterally amended, from time to time, by the Village/Utility District) the Village Construction Project, and (ii) which have been shared with and copies provided to the Developer and Contractor, and (iii) which form the basis for the determination of the portion of the total Village Construction Project costs payable by Developer to the Village/District.

The parties are entering into this Agreement for all of the foregoing purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER DESCRIBED, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. Introduction is Correct. The foregoing “Introduction” is true and correct, and is hereby incorporated into this Agreement by reference.

2. Consent of the District. The Village and District hereby grant permission to the Developer and the Contractor to undertake and do the Developer Construction Project for the Development as a private project (as opposed to a Village/District project requiring compliance with the public bidding statutes).

3. Construction Project. The Developer Construction Project shall be undertaken and done by Contractor, and Developer (as between the Developer and the Village/District) shall be solely responsible for the payment of all costs and expenses for the Developer Construction Project. The Contractor and Developer expressly understand and agree that the Village/District will not be liable or responsible in any manner for any of the said costs and expenses of the Developer Construction Project. The Developer Construction Project shall consist of both (i) the installation of new sanitary sewer mains and watermains, and/or (ii) the repair and/or replacement of existing sanitary sewer mains and/or watermains.

4. Compliance With Laws. The Developer Construction Project shall be undertaken and done in full compliance with:

- a) The terms and provisions of the Agreement;
- b) All applicable governmental laws, rules, regulations, statutes and ordinances; and
- c) All directives, rules and regulations of the Village and District, and its Village Administrator, Village Utility Director, Utility Manager, officers, and authorized employees and agents (including, but not limited to, the engineers of the District);
and
- d) All drawings, plans or diagrams required by and approved by the District and/or Village;

- e) The timely payment of all required sanitary sewer connection fees, water impact fees, and any other fees/charges required under the ordinances of the Village.

5. Approval of Plans. Prior to any work being done on the Developer Construction Project, (i) the Developer shall first obtain the written approval from the District's engineers of all of the specifications, drawings, blueprints, diagrams and plans for the Developer Construction Project (the "Developer Plans"), and (ii) the Contractor shall first have a Pre-construction meeting with the District's engineers regarding the Developer Construction Project. The Plans shall be of a type and format, and have such content, as the District's engineers may require. Additionally, the Developer Plans shall also be submitted to the District's engineers in an electronic format approved by the District's engineers. Developer and Contractor expressly understand and agree that the Development System shall be constructed and done in strict compliance with the Developer Plans approved by the District's engineers.

6. Inspections: In General. The Developer Construction Project shall be inspected by the District's engineers and the Village's Commercial Plumbing Inspector, and all costs of such inspections shall be paid for by Developer.

7. Inspections: By the District's Engineers. The inspections to be done by the District's engineers shall primarily include, but not necessarily be limited to:

- a) The installation of all sanitary sewer mains and manholes in the Development System;
- b) The connection to and/or tapping of the sanitary sewer mains for all sanitary sewer laterals in the Development System;
- c) The repair and/or rehabilitation of all existing sanitary sewer mains and/or manholes in the Development System;

- d) The installation of all watermains, associated hydrants, and valves; and
- e) The connection to and/or tapping of the watermains for all water laterals.

8. Inspections: By the Village's Commercial Plumbing Inspector. The inspections to be done by the Village's Commercial Plumbing Inspector shall primarily include, but not necessarily be limited to:

- a) The installation of sanitary sewer laterals to the individual campsites, from the connection at the sanitary sewer main to the terminus at the campsite.
- b) The installation of the water laterals to the individual campsites, from the connection at the watermains to the terminus at the campsite.

9. Inspection Logistics. The Contractor shall provide to the District its work schedule (the "Work Schedule") for the Developer Construction Project prior to any work on the Developer Construction Project being undertaken, such Work Schedule (i) to specify the times, dates and type of work to be performed, and (ii) have a format and content satisfactory to the District's engineers. The Work Schedule shall not be increased or expanded in time or scope of work without first providing to the District's engineers at least 48 hours prior written notice of such changes to the Work Schedule. Developer and Contractor understand that it is the intent of the District to have one or more inspectors at the construction site at all times that work on the Developer Construction Project is being performed. The District Engineers and/or their inspector(s) at the construction site shall have the full right and authority to stop work on the Developer Construction Project whenever they believe that any such work or materials are not in compliance with the approved Developer Plans for the Developer Construction Project, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work on the Developer Construction Project. Notwithstanding the foregoing right and authority granted to the

District's engineers (to stop the Developer Construction Project in the event of a failure of compliance with the approved Developer Plans), 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 Developer Construction Project, and (ii) the direction of all laborers and personnel doing the work on the Developer Construction Project (except for the inspector(s) hired by the District's engineers and the Village's Commercial Plumbing Inspector), and (iii) all means and methods required to do the Developer Construction Project, and (iv) the timely and proper completion of the Developer Construction Project pursuant to the terms and provisions of this Agreement. The Contractor shall provide a copy of the Work Schedule to the Village's Commercial Plumbing Inspector at the same time the said Work Schedule is provided to the District's engineers. Additionally, however, since it is anticipated that the Commercial Plumbing Inspector will not be onsite at all times, as will be the inspector(s) for the District's engineers, the Contractor shall further make a special further contact to the Commercial Plumbing Inspector, at least forty-eight (48) hours prior to Contractor performing the work described in above Paragraph No. 8, so that the Commercial Plumbing Inspector can learn, with some certainty, about the said work planned to be performed after the said 48-hour further special notice to the Commercial Plumbing Inspector. In all matters pertaining to the inspections performed by the Village's Commercial Plumbing Inspector, he/she shall have all of the same powers, rights, and entitlements afforded to the inspectors for the District's engineers in this Agreement.

10. One-Year Guarantee. The Developer hereby guarantees to the Village and District that all work and materials furnished and performed on and for construction of the Development System shall be free from defects for a period of One (1) Year from the date on which the

Development System is fully completed. This one-year guarantee, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Developer's and/or Contractor's duties under this Agreement to construct the Development System in strict compliance with the approved Developer Plans for the same. In the event any defect(s) is discovered during such One-year time period, the Village and/or District shall notify the Developer in writing, and the Developer shall cause such defect(s) to be corrected within Thirty (30) calendar days (or within such shorter period designated by the Village and/or District if the public health and safety so require). If the Developer shall fail to do so within such 30-day time period (or if the public safety sooner requires the remedied work to be done and the Developer is not able to timely do so), then the Village and/or District may cause such defect(s) to be corrected, with the Developer being liable to the Village and District for any costs incurred by the Village and/or District in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work. If, however, (i) the defect(s) to be corrected is not such that public health and safety concerns require sooner action by the Developer and/or the Village and/or District as described above, and (ii) the defect(s) to be corrected is such that it cannot be reasonably corrected within the said 30-day time period, then the Developer shall be in compliance with the provisions of this present paragraph if the Developer, in good faith, commences the curing/correcting of the defect(s) within the said 30-day time period, and thereafter diligently continues such curing/correcting until the defect(s) is cured and corrected.

11. Connection to the District System. Upon the full completion of the Development System, and upon the Village Board of Trustees then approving the same in an adopted written resolution regarding the same, the Development System shall be connected to the District System.

12. Contingencies. This Agreement is expressly contingent upon the Developer Plans and the Village Plans being approved by all of the governmental bodies having jurisdiction in the matter. This shall include, but not be limited to, the written approval (with any conditions stated therein being satisfactory to both the Developer and the Village, in their respective sole discretions) of the Milwaukee Metropolitan Sewerage District (and also the State of Wisconsin Department of Natural Resources, if so required under the law).

13. Reimbursement for Costs. The Developer shall, within Thirty (30) Days after receiving a written itemized invoice(s) from the Village and/or District for the same, reimburse and pay to the Village/District all engineering, inspection, administrative and legal costs incurred by the Village/District with respect to the Developer Construction Project. This shall expressly include, but not be limited to, (i) all engineering costs incurred in the review of the Plans for the Developer Construction Project, and (ii) all inspection costs for the Developer Construction Project, and (iii) all legal costs of the Village/District's attorney pertaining to the Developer Construction Project and/or this Agreement, and (iv) all costs incurred for the District's engineers to conduct any final survey(s) and drafting of as-built plans for the Development System. The administrative costs charged by the District shall be an amount equal to Ten Percent (10%) of the total engineering costs and legal costs described above.

14. Payment by Developer for Part of the Costs of the Village Construction Project. On or before the date of April 30, 2019, the Developer shall pay to the Village, by a wire transfer of funds, the sum of Five Hundred Seventeen Thousand Dollars (\$517,000.00) for and as the Developer's contribution toward the cost of the Village Construction Project. Upon receipt of such payment from the Developer, the Village and District shall apply the funds so received from the Developer exclusively to the Village Construction Project. Should there be a failure of timely

payment by the Developer of the above monies payable to the Village, then, in addition to all of the other remedies available to the Village under the law, the Village may exercise the special assessment powers described in below Paragraph 18(c) for the collection of the said failed payment. In the event the actual, as-built costs of the Village Construction Project are less than the project estimates used in the calculation of the above \$517,000.00 payment amount, then the Village shall refund to the Developer a pro rata amount of the said \$517,000.00 payment, in keeping with the pro rata amount of the financial savings on the Village Construction Project. In no event, however, shall the Developer be required to pay to the Village more than the said amount of \$517,000.00 described above for the Village Construction Project.

15. Letter of Credit. For and as security for the payment by Developer of the costs that the Village/District may incur during the one-year guarantee time period described in above Paragraph No. 10 of this Agreement, the Developer shall, on or before April 30, 2019, deliver to the Village/District an irrevocable Letter of Credit, in a form and having content satisfactory to the Village/District, in the amount of One Hundred Thousand Dollars (\$100,000.00). The said Letter of Credit shall (i) be issued by a banking institution satisfactory to the Village/District, and (ii) shall not expire until after the expiration of the said one-year guarantee time period. At the request of the Developer, the Village/District shall, from time to time, release a portion(s) of the amount of the Letter of Credit based on the estimated remaining amount of funds to be paid to the Village/District, as estimated by the District's engineers. At least Twenty Percent (20%) of the original amount of the Letter of Credit, however, shall be retained through the Letter of Credit during the said one-year guarantee time period described above.

16. Insurance. The Developer and Contractor shall, within Ten (10) calendar days after the date of this Agreement, and prior to any work on the Developer Construction Project being

commenced, procure and then maintain during the entire Developer Construction Project policies of insurance that are satisfactory to the Village and District. The Village, the District, the District's engineering firm, and the Developer shall, at the cost and expense of the Developer, be named as additional insureds in such policies of insurance. The Developer shall deliver to the Village/District, within the said 10-day time period described above in this paragraph, a written certificate(s) from the insurer(s) showing such insurance policies to be in effect.

17. Indemnification: Developer shall, and hereby does, agree to INDEMNIFY AND HOLD HARMLESS the Village and District, and their respective officials, consultants, contractors, employees, engineers and/or all other agents, from and against any and all claims, judgments, damages, costs and expenses (including, but not limited to, reasonable actual attorney's fees) and any other liability of any nature whatsoever, that may arise, directly or indirectly as a result of:

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

The indemnification obligation undertaken by the Developer and/or the two entities comprising the Contractor under this present Paragraph No. 17 shall only apply to and pertain to the acts of omission and/or commission of each particular individual entity, and not the acts of the said other two entities.

18. Incomplete Developer Construction Project. If the Developer commences the Developer Construction Project (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 Developer Construction Project, then it may pursue the following remedies against Developer only:

- a) The Village/District may, at its option:
 - (i) Disconnect the Development System from the Village/District's municipal water and/or municipal sanitary sewer system, and/or not allow any connection; and/or
 - (ii) Undertake whatever work may be necessary to protect and maintain the Development System at its then-existing stage of completion; and/or
 - (iii) Remove part or all of the Development System.
- b) The Developer shall pay to the Village/District all costs incurred by the Village/District in performing any such work.
- c) Without in any manner limiting its available legal remedies, the Village/District may also obtain payment of all such costs through (i) the Letter of Credit described in above paragraph number 15 of this Agreement, and/or (ii) through a levy of special assessments and/or special charges (collectively referred to as the "Special Assessment") by the Village 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 matters 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.

19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, except, however, Developer and Contractor may not assign their rights, duties and responsibilities under this Agreement to any other third party without first obtaining the prior written consent of the Village and the District, which consent the Village and/or District may grant or deny in its sole discretion.

20. Grant of Easement. The Developer shall, and hereby does, through this present Agreement, grant to the Village/District a permanent easement (the "Easement") on, over, and under the Property for the purpose of (i) inspecting the Development System, and/or (ii) performing any emergency work on, or with respect to, the Development System, and/or (iii) performing any of its other contractual rights under this Agreement, and/or (iv) performing, and thereafter maintaining, repairing, and/or replacing, the infrastructure of the Village Construction Project that is on, under, or in the vicinity of Developer's Property.

21. Governing Law. This Agreement shall be governed, controlled, construed and interpreted by and under the laws of the State of Wisconsin. The venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

22. Water Meter and Meter Pit. As a part of the Developer Construction Project described above, the Developer and Contractor shall, at the cost and expense of the Developer:

- a) Construct a Meter Pit at the location shown in the Developer Plans, in a manner specifically described and required by the Village/District; and
- b) Install a Water Meter, Strainer, and Watermain Bypass in the Meter Pit, in a manner specifically described and required by the Village/District.

The Village/District shall, at its own cost and expense, provide the Water Meter to be installed in the Meter Pit. The specific Water Meter shall be a Six Inch (6") Badger Compound Meter. Once the initial Water Meter and Watermain Bypass are installed by the Developer and Contractor in the Meter Pit, then:

- a) Title to the said Water Meter, Strainer, Watermain Bypass, and Meter Pit shall be held by, and such facilities owned by, the Village/District, as a part of the District System; and
- b) The Village/District shall be responsible, at its cost and expense, for the future maintenance, repair, and replacement of the said Water Meter(s), Strainer, Watermain Bypass, and Meter Pit (but in the event it is later determined by the Developer that a larger-sized Water Meter is needed for its Development System, then the Developer shall pay for the cost of such larger Water Meter, its installation, and all related charges and fees).

23. The Contractor. Beaudry Services, Inc. is the general contractor for construction of the Development, and Musson Brothers, Inc. is a subcontractor for the Development project, being hired and retained to construct part and/or all of the Developer Construction Project. Beaudry Services, Inc., however, as the general contractor, shall be responsible and obligated to the Village/District to perform all of the duties imposed upon the "Contractor" under this Agreement (including, but not limited to, the work that Musson Brothers, Inc., as a subcontractor, was hired and retained to perform). Musson Brothers, Inc., however, shall still be directly obligated to the Village/District to timely and fully perform its duties and obligations under this Agreement.

Dated this 22nd day of October, 2020.

DEVELOPER:
Bear Country Holdings, LLC

VILLAGE OF CALEDONIA SEWER
UTILITY DISTRICT, and the

VILLAGE OF CALEDONIA WATER
UTILITY DISTRICT:

By: Randolph C. Isaacson
Printed Name: MANAGING MANAGER RANDOLPH C. ISAACSON
Title: MANAGING MEMBER

By: _____
Howard Stacey
President

CONTRACTOR:
Beaudry Services, Inc.

Attest: _____
Michael Pirk
Secretary

By: _____
Printed Name: _____
Title: _____

Musson Brothers, Inc.

VILLAGE OF CALEDONIA, WISCONSIN

By: _____
Printed Name: _____
Title: _____

By: _____
James Dobbs

Attest: _____
Karie Pope

Dated this 22nd day of October, 2020.

DEVELOPER:
Bear Country Holdings, LLC

VILLAGE OF CALEDONIA SEWER
UTILITY DISTRICT, and the


VILLAGE OF CALEDONIA WATER
UTILITY DISTRICT:

By: _____
Printed Name: _____
Title: _____

By: _____
Howard Stacey
President


CONTRACTOR:
Beaudry Services, Inc.

Attest: _____
Michael Pirk
Secretary

By: 
Printed Name: Thomas Beaudry
Title: President

Musson Brothers, Inc.

VILLAGE OF CALEDONIA, WISCONSIN

By: 
Printed Name: MICHAEL SIKMA
Title: PRESIDENT

By: _____
James Dobbs

Attest: _____
Karie Torkilsen

AUTHENTICATION

Signatures of _____ and _____ and _____; and Howard Stacey, President, and Michael Pirk, Secretary, of the Village of Caledonia Sewer Utility District and the Village of Caledonia Water Utility District; and James Dobbs, President, and Karie Pope, Clerk, of the Village of Caledonia, authenticated this _____ day of _____, 2020.

John M. Bjelajac
Member: State Bar of Wisconsin
State Bar No.: 1015325

This Agreement drafted by
Attorney John M. Bjelajac
601 Lake Avenue
Post Office Box 38
Racine, Wisconsin 53401-0038
(262)633-9800
(Attorney for the Village of Caledonia
Water Utility District and
Sewer Utility District)

EXHIBIT A

That part of the Northwest, Southwest and Southeast Quarters of Section 4, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, bounded and described as follows:

Commence at Southwest corner of the Northwest $\frac{1}{4}$ of said Section 4; thence North $89^{\circ} 37' 17''$ East, 50.00 feet along the south line of said Northwest $\frac{1}{4}$ section to the point of beginning of this description; thence North $0^{\circ} 21' 16''$ West, 1303.78 feet; thence North $89^{\circ} 34' 44''$ East, 1773.67 feet; thence South $0^{\circ} 28' 16''$ East, 1305.10 feet to the south line of said Northwest $\frac{1}{4}$ section; thence North $89^{\circ} 37' 17''$ East, 819.44 feet along said south line to the center of said Section 4 and to the northwest corner of Certified Survey Map No. 1331; thence South $0^{\circ} 29' 16''$ East, 349.99 feet along the east line of the Southwest $\frac{1}{4}$ of Section 4 and along the west line of said Certified Survey Map to the south line thereof; thence North $89^{\circ} 24' 27''$ East, 900.00 feet along said south line to the east line of said Certified Survey Map; thence North $0^{\circ} 29' 16''$ West, 349.82 feet along said east line to the north line of the Southeast $\frac{1}{4}$ of said Section 4; thence North $89^{\circ} 25' 06''$ East, 421.85 feet along said north line to the east line of the West $\frac{1}{2}$ of said Southeast $\frac{1}{4}$ section; thence South $0^{\circ} 35' 44''$ East, 2648.47 feet along said east line to the south line of said Southeast $\frac{1}{4}$ section; thence South $89^{\circ} 33' 40''$ West, 1015.80 feet along said south line; thence North $0^{\circ} 24' 23''$ West, 534.00 feet; thence South $89^{\circ} 33' 40''$ West, 311.80 feet to the west line of said Southeast $\frac{1}{4}$ section; thence South $0^{\circ} 29' 16''$ East, 534.00 feet along said west line to the South $\frac{1}{4}$ corner of aforesaid Section 4; thence South $89^{\circ} 41' 22''$ West, 1323.83 feet along the south line of said Southwest $\frac{1}{4}$ section to the west line of the East $\frac{1}{2}$ of said Southwest $\frac{1}{4}$ section; thence North $0^{\circ} 28' 03''$ West, 1984.96 feet along said West line; thence South $89^{\circ} 37' 17''$ West, 1273.12 feet; thence North $0^{\circ} 26' 49''$ West, 658.62 feet to the point of beginning. Said parcel contains 222.1 acres of land, more or less. Excluding therefrom any land conveyed or dedicated for highway purposes. Subject to the rights of the public over the South 33 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 4 for highway purposes (7 Mile Road).

Tax Key Numbers: 104-04-22-04-017-000, 104-04-22-04-014-000, 104-04-22-04-015-000, 104-04-22-04-016-000, 104-04-22-04-018-000, 104-04-22-04-029-020, 104-04-22-04-028-000

RESOLUTION NO. 2020-101

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPROVE A SIGN PLAN FOR THE DEVELOPMENT LOCATED 4917 DOUGLAS
AVENUE; STEPHEN PROCHASKA,
APPLICANT, TRUE NORTH COMMONS, OWNER**

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

WHEREAS, True North Commons, Owner, Stephen Prochaska, Applicant requested approval of a sign plan presented in **Exhibit A** at 4917 Douglas Avenue; Parcel I.D. No. 104-04-23-29-138-200; and

WHEREAS, the Village Plan Commission has recommended approval of the sign plan for the following reasons:

1. The sizes and locations of proposed signs meet the regulations of the zoning district.
2. The proposed number of signs is permissible through the sign plan review process.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the sign plan as presented in **Exhibit A**, is hereby approved for the same reasons and requirements set forth above and subject to the same conditions imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia this ____ day of November, 2020.

VILLAGE OF CALEDONIA

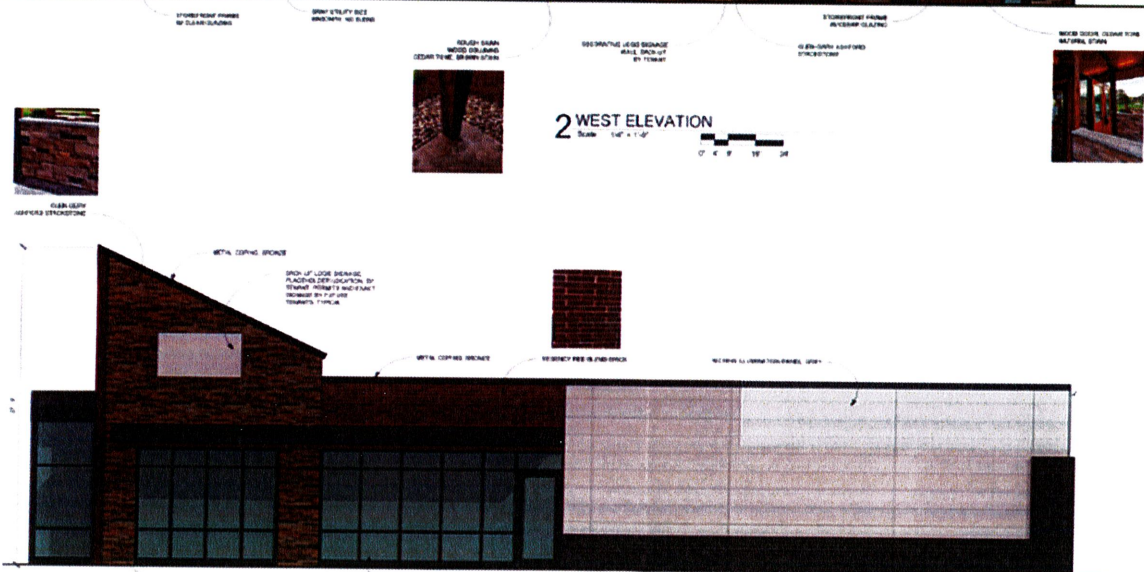
By: _____
James Dobbs
Village President

Attest: _____
Karie Pope
Village Clerk

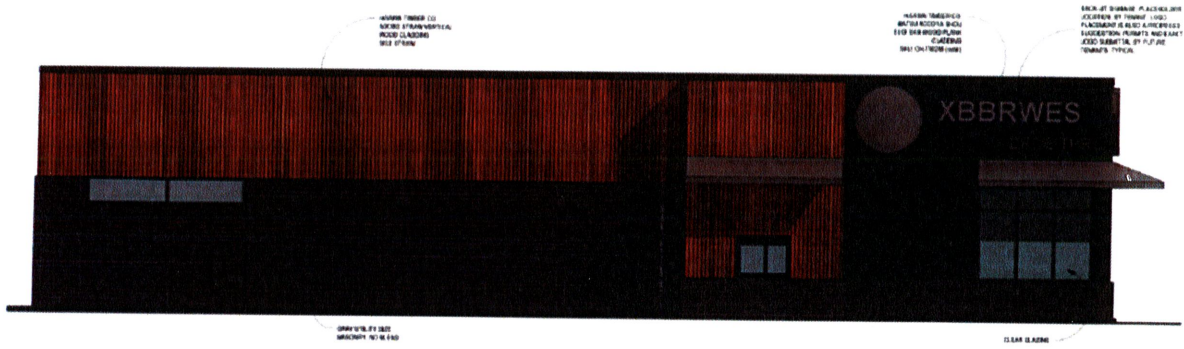
EXHIBIT A



2 WEST ELEVATION
Scale: 1/4" = 1'-0"



1 SOUTH ELEVATION
Scale: 1/4" = 1'-0"



2 NORTH ELEVATION
Scale: 1/4" = 1'-0"

EXHIBIT A

BUILDING SIGNAGE
WEST & SOUTH ELEVATION

14'-8 1/8"
1'-10 1/2"

Danish Bakery

QTY: 1
SQUARE FOOTAGE: 27 SQ. FT.

7'-3 1/4"
4'-2"

OH

QTY: 2
SQUARE FOOTAGE: 31 SQ. FT. PER ELEVATION

TRUE NORTH COMMONS / CHANNEL LETTERING
THREE (3) SETS OF FACE LIT CHANNEL LETTERS
.063 ALUMINUM BACKS 5" DEEP .040 ALUMINUM RETURNS (MAP BRUSHED ALUM.)
3/8" WHITE PLEXI FACES W/ 1" SILVER TRIM CAP
WHITE LED ILLUMINATION
LETTERS MOUNTED FLUSH TO FASCIA

LETTER HEIGHT
SIDE DETAIL (NTS)

WEST ELEVATION
SCALE: NTS

SOUTH ELEVATION
SCALE: NTS

"We Project Your Image"
PH: (252) 554-6005
TOLL FREE: (800) 554-8110

Client: TRUE NORTH COMMONS	Date: 9-23-20	REVISION	Illumination: <input type="checkbox"/> Incandescent <input checked="" type="checkbox"/> LED	Paint Colors (As Shown):	Vynil Film Colors (as shown):	Client Signature: _____
Drawing #: 2(1)	Sheet: 1 of 1	Scale: 1/2" = 1'	Electrical Requirements: _____	MAP BRUSHED ALUMINUM	3M CANONICAL RED TRANS.	Signature: _____
Address: 4959 DOUGLAS AVE	City, State: CALEDONIA, WI 53402	Designer: KD	Sign Specifications: NOTED ABOVE	MAP BRUSHED ALUMINUM	3M YELLOW TRANS.	<p><small>NOTICE: Michael's Sign, Inc. does NOT assume primary electrical liability in sign location. RESPONSIBILITY OF OTHERS</small></p> <p><small>The lines and design contained in this original and unpublished drawing are the sole property of Michael's Sign, Inc. and shall NOT BE USED OR REPRODUCED in whole or in part without written permission.</small></p>
Sales Rep: STEPHEN PROCHASKA				MAP BRUSHED ALUMINUM	3M LIGHT BLUE TRANS.	

Quantity: 3

NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL, FINISHED PRINTED PRODUCT.

RESOLUTION NO. 2020-102

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A CONDITIONAL USE TO CONSTRUCT AND UTILIZE A ±1,800 SQUARE-FOOT COMMERCIAL BUILDING FOR CONTRACTOR OFFICES WITH OUTDOOR STORAGE OF TRACTOR TRAILERS, LOCATED AT 3500 FOURTEEN POINT LANE IN THE VILLAGE OF RAYMOND UNDER THE COOPERATIVE PLAN DATED NOVEMBER 12, 2009 BETWEEN THE VILLAGE OF CALEDONIA AND THE VILLAGE OF RAYMOND UNDER SEC. 66.0307, WIS. STATS.

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

WHEREAS, The Cooperative Plan dated November 12, 2009 between the Village of Caledonia and the Village of Raymond gives the Village of Caledonia authority to approve or deny requests for amendments to the Village of Raymond Land Use Plan and requests to rezone property and for conditionals uses if within the jurisdictional area of the Cooperative Plan;

WHEREAS, Daniel Oakes, Agent, requested approval of a Conditional Use to construct and utilize a ±1,800 square-foot commercial building with outdoor storage for tractor trailers. The applicant has indicated that the proposed building will be used for the operation of a truck trailer leasing business. The subject site is zoned B-3 Business Service District, on Parcel ID No. 168-04-21-25-004-000 in the Village of Raymond and this tract of land is within the jurisdictional area of the Cooperative Plan giving the Village of Caledonia approving authority; and

WHEREAS, the Village of Raymond has approved the requested conditional use and the Village of Caledonia Plan Commission has recommended approval of the request for the following reasons:

1. The proposed use is allowed by underlying zoning through the conditional use review process.
2. Based on other uses in the area, this use appears compatible with current uses in the area.
3. The proposed use meets the intent of the Village of Caledonia development standards and find that the proposed use is a spectacular use for this parcel without connecting to sewer and water in accordance with the Cooperative Boundary Agreement between the Villages of Caledonia and Raymond.
4. Any change of use will require review by the Village of Raymond and the Village of Caledonia.
5. The proposed use will comply with conditions outlined in Exhibit A

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the requested conditional use as set forth above is hereby approved, subject to the same conditions imposed by the Village of Raymond, as being consistent with the intent and requirements of the Cooperative Plan.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this
_____ day of _____, 2020.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Karie Pope
Village Clerk

770272.001 (584)

Exhibit A: Conditions of Approval

Top Flite LLC
3500 Fourteen Point Lane

1. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
2. **Plans.** The proposed operation shall be located, constructed, and utilized in accordance with the plans and documents approved by the Village Board.
3. **Screening of Rooftop & Ground Mechanicals.** All rooftop and ground mechanicals will be screened from public view utilizing fencing or landscaping.
4. **Signage.** Future signage will comply with design standards stated in Exhibit K of the Cooperative Boundary Agreement.
5. **Landscaping.** Landscaping at the site must be in compliance with the proposed installation of pine trees 30-feet along HWY k by the Village Board. The Village may require a letter of credit or bond to be posted to ensure implementation and maintenance. Landscaping shall be maintained in a living condition and any landscaping that dies or is otherwise removed shall be immediately replaced.
6. **Lighting.** Lighting at the site must be in compliance with the approved lighting plan submitted to the Village and comply with design standards design standards stated in Exhibit K of the Cooperative Boundary Agreement.

RESOLUTION NO. 2020-103

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A CERTIFIED SURVEY MAP ____; PARCEL IDs 104-04-23-21-029-000; 104-04-23-21-030-000; & 104-04-23-21-031-000 – LOCATED IN THE SW ¼ OF THE NW ¼ OF SECTION 21, T4N, R23E, VILLAGE OF CALEDONIA, RACINE COUNTY, WI – OWNER JEROME BARTLEY

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

WHEREAS, the applicant is requesting to create 2 lots from three existing parcels, which are currently designated as R-3 and R-4 zonings as described in the Public Works Director’s Memo dated October 22, 2020 attached hereto as **Exhibit A** and the Public Works Director’s recommended approval subject to the conditions as set forth in **Exhibit A**.

WHEREAS, the Village Plan Commission on October 26, 2020 recommended approval of the request in accordance with the Public Works Director’s Memo attached hereto as **Exhibit A** and subject to the conditions outlined therein.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Certified Survey Map as set forth above, is hereby approved for the same reasons and requirements set forth above, and subject to the same conditions imposed by the Village Plan Commission, and as described in **Exhibit A**, and the payment of the required land division fees and compliance with all applicable Village ordinances; and,

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of November, 2020.

VILLAGE OF CALEDONIA


By: _____
James R. Dobbs
Village President

Attest: _____
Karie Pope
Village Clerk

MEMORANDUM

Date: October 22, 2020

To: Plan Commission
Village Board

From: Tom Lazcano P.E. 
Public Works Director

Re: Bartley – Certified Survey Map
Parcel ID's: 104-04-23-21-029-000; 104-04-23-21-030-000 &
104-04-23-21-031-000

The Engineering Department has received a Certified Survey Map (CSM) from Jerome Bartley. The CSM is to condense three properties located along Charles Street in the Village of Caledonia into 2 Lots. The existing properties are approximately 8.369 acres in size. There is approximately 323 feet of frontage along Charles Street.

The existing parcels currently contain two homes with outbuildings, farm field, a small area of wetlands and a large wooded area on a landlocked parcel.

This CSM is for the creation of two lots on the parcel. Lot 1 would be ~7.673 acres and would remain as a single-family home with outbuildings and the farm field and large wooded area. Lot 2 would be ~.696 acres in size and would contain a single-family home with outbuildings.

The property is located within the Sanitary Sewer & Water Service Area. Both lots are already built out and are connected to utilities.

The properties currently have R-3 and R-4 Zoning Classifications. R-3 Zoning requires 100 feet of frontage and 20,000 square feet size. R-4 Zoning requires 75 feet of frontage and 10,000 square feet size. The Village's 2035 Land Use Plan shows that the recommend use for the land as Low Density Residential. Both Lots on the CSM would stay in line with the Zoning and Comprehensive Land Use Plan.

With this submittal there is 1 Waiver/Modification requests that needs to be considered/reviewed on behalf of the CSM. This Wavier/Modifications is for:

1. Approving a flag lot.

In regards to Waiver/Modification request #1, the CSM is proposing the creation of flag lot for Lot 1. The owner of the three properties wishes to combine the rear portion of one lot and a large landlocked parcel with the center lot. Doing so would create a flag lot but would also eliminate a landlocked parcel. The opportunity to eliminate a landlocked parcel is why the Engineering Department is in support of this CSM.

If the Plan Commission and Village Board **are willing** to support the CSM the following motion is recommended.

Move to approve the CSM subject to the following:

- **The Final CSM is subject to the Land Division per Lot fee.**
- **The approval of Wavier/Modification Request #1.**
- **Address the Village's comments/changes to the draft CSM prior to recording.**
- **An approved grading will be needed and the storm water management plan may need to be needed if disturbance or impervious surface area thresholds are met.**
- **A wetland delineation will need to be performed on the entire property and the CSM will need to be amended. A wetland delineation deposit will be held until the delineation and CSM amendment are completed.**
- **The Final CSM must conform to all Ordinances in Titles 9, 14, & 18 as necessary.**

CERTIFIED SURVEY MAP NO. _____ SHEET ONE OF THREE SHEETS

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF SECTION 21, TOWN 4 NORTH, RANGE 23 EAST,
IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

PREPARED BY:
J.K.R. Surveying, Inc.,
Jeffrey K. Rampart (262-6201180)
8121 22nd Avenue Kenosha, WI 53143
262-652-8110 fax 262-652-9695

OWNERS ADDRESS:
Jerome C. Bartley
5725 Charles Street
Racine, WI 53402

Tax Key No.:
104-04-23-21-029

Currently Zoned - 104-04-23-21-029-000
(R-3)
1 Family Suburban Residential
100 Minimum Frontage & Minimum 20,000 Sq.Ft.

Building Setback Requirements:
35' minimum front setback
50' minimum rear setback
10' minimum sides setback

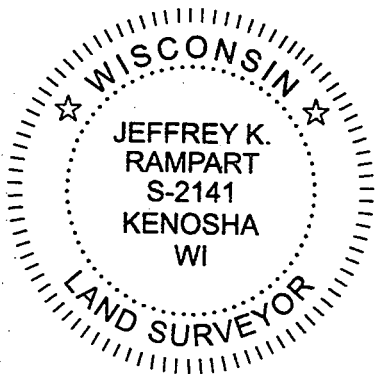
Currently Zoned - 104-04-23-21-030-000 & 031-000
(R-3, R-4)

1 Family Urban Residential
R-4 = 75' Minimum Frontage & Minimum 10,000 Sq.Ft.

Building Setback Requirements:
25' minimum front setback
25' minimum rear setback
10' minimum sides setback

SURVEYOR'S CERTIFICATE

I, Jeffrey K. Rampart, hereby certify that I have prepared this Certified Survey Map at the direction of the owner(s); THAT such map is a correct representation of the exterior boundaries of the land surveyed and are described as: Part of the Southwest Quarter of the Northwest Quarter of Section 21, Town 4 North, Range 23 East of the Fourth Principal Meridian; lying and being in the Village of Caledonia, Racine County, Wisconsin and being more particularly described as: Commence at the northwest corner of the Northwest Quarter of said Section 21; thence S00°28'40"E along the west line of said quarter section 1434.72 feet; thence N89°07'34"E 38.00 feet to a point on the east line of Charles Street and to the point of beginning; thence continue N89°07'34"E 273.00 feet; thence S00°28'40"E parallel to the west line of said quarter section 111.00 feet; thence S89°07'34"W 273.00 feet to the east line of aforesaid Charles Street; thence N00°28'40"W along said east line and parallel to the west line of said quarter section 111.00 feet to the point of beginning.



That I have complied with the provisions of Section 236.34 of the Wisconsin State Statutes on Certified Survey Maps and the Village of Caledonia Land Division and Platting Ordinance.

Dated this 22nd day of September, 2020.

SURVEYOR.....
WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART

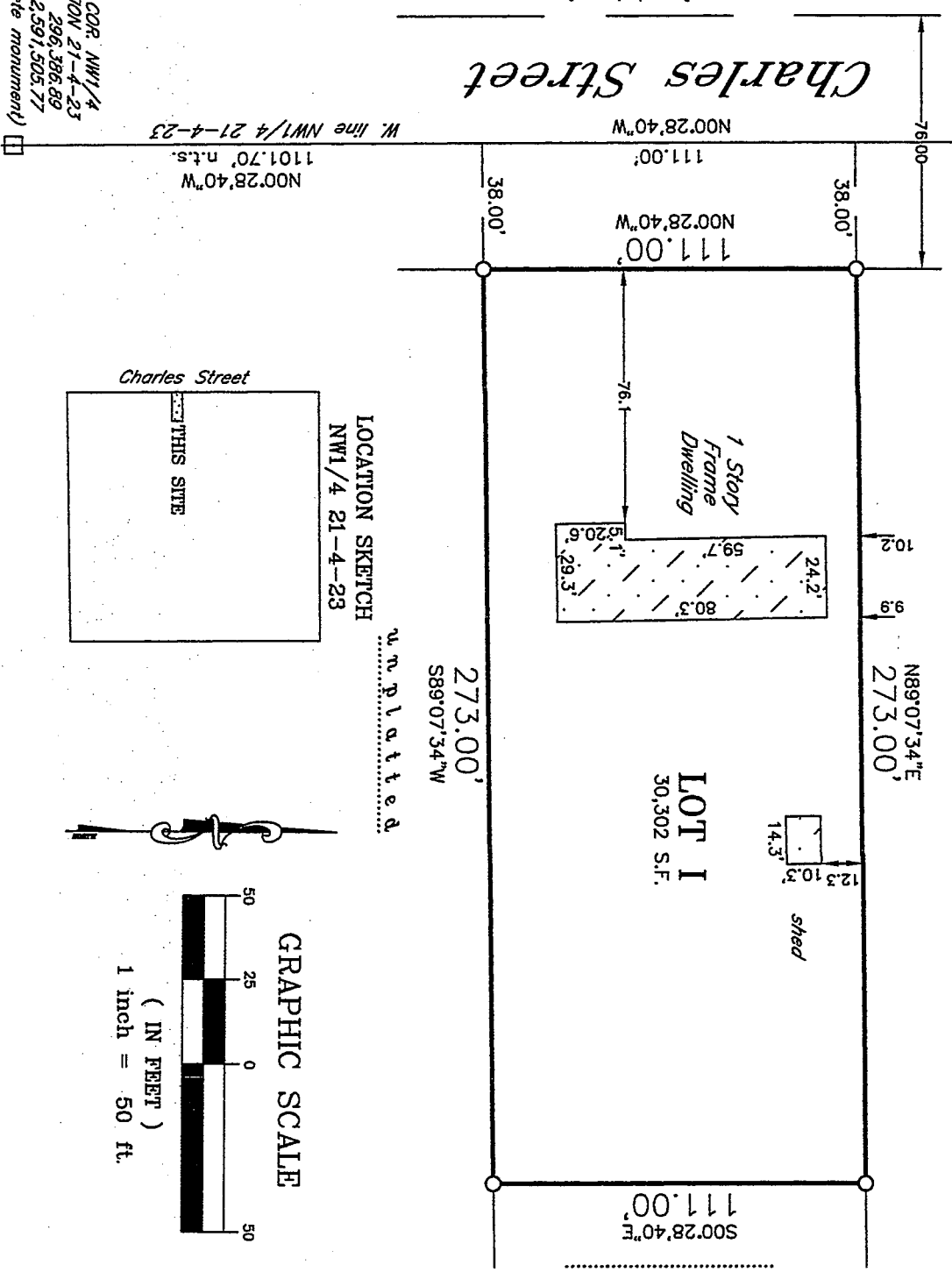
NW COR. NW1/4
SECTION 21-4-23
N. 299.034.10
E. 2,591,483.70
(concrete monument)

CERTIFIED SURVEY MAP NO. _____ SHEET TWO OF THREE SHEETS

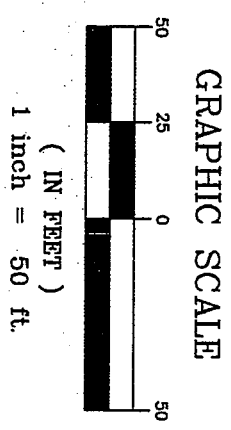
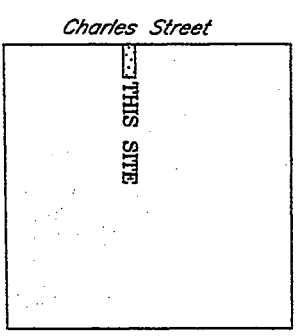
PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF SECTION 21, TOWN 4 NORTH, RANGE 23 EAST,
IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

OWNER
.....
Jerome C. Bartley
5725 Charles Street
Racine, Wisconsin 53402

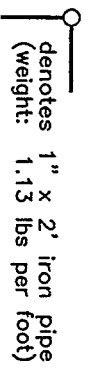
SW COR. NW1/4
SECTION 21-4-23
N. 296.386.89
E. 2,591,505.77
(concrete monument)



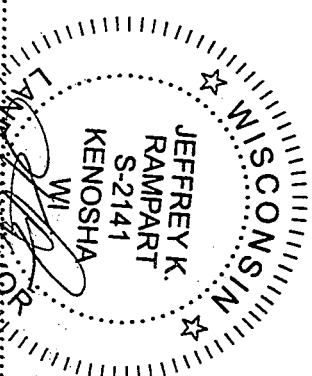
LOCATION SKETCH
NW1/4 21-4-23



NOTE: Lots shown hereon shall be served by public sanitary sewer facilities.



J.K.R. SURVEYING, INC.
8121 32ND AVENUE KENOSHA, WI 53143



WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART
Dated: September 22, 2020

CERTIFIED SURVEY MAP NO. _____ SHEET THREE OF THREE SHEETS
PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF SECTION 21, TOWN 4 NORTH, RANGE 23 EAST,
IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

OWNERS CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat. I also certify that this Certified Survey Map is required to be submitted to the Village Board of the Village of Caledonia for approval.

OWNER.....
JEROME C. BARTLEY

STATE OF WISCONSIN
RACINE COUNTY S.S.

Personally came before me this day of, 20___, the above named Jerome C. Bartley, to me known to be the person who executed the foregoing instrument and acknowledged the same.

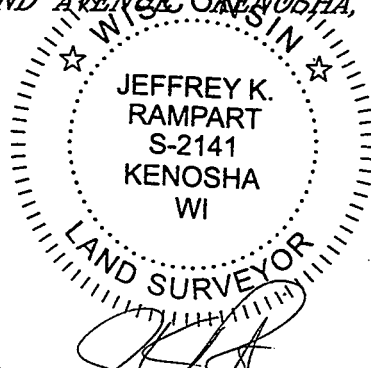
My Commission Expires.....
NOTARY PUBLIC

VILLAGE BOARD APPROVAL:

This certified survey map has been submitted to and approved by the Village Board of the Village of Caledonia on this day of, 20___.

VILLAGE PRESIDENT.....

J.K.R. SURVEYING, INC.
8121 22ND AVENUE, KENOSHA, WI 53143



OWNER
.....
Jerome C. Bartley
5725 Charles Street
Racine, Wisconsin 53402

.....
WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART

Dated..September 22, 2020...

CERTIFIED SURVEY MAP NO. _____ SHEET ONE OF THREE SHEETS

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF SECTION 21, TOWN 4 NORTH, RANGE 23 EAST,
IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

PREPARED BY:
J.K.R. Surveying, Inc.,
Jeffrey K. Rampert (262-6201180)
8121 22nd Avenue Kenosha, WI 53143
262-652-8110 fax 262-652-9695

OWNERS ADDRESS:
Jerome C. Bartley
5725 Charles Street
Racine, WI 53402

Currently Zoned - 104-04-23-21-029-000
(R-3)
1 Family Suburban Residential
100 Minimum Frontage & Minimum 20,000 Sq.Ft.

Building Setback Requirements:
35' minimum front setback
50' minimum rear setback
10' minimum sides setback

Currently Zoned - 104-04-23-21-030-000 & 031-000
(R-3, R-4)

1 Family Urban Residential
R-4 = 75' Minimum Frontage & Minimum 10,000 Sq.Ft.

Building Setback Requirements:
25' minimum front setback
25' minimum rear setback
10' minimum sides setback

Tax Key Nos.:

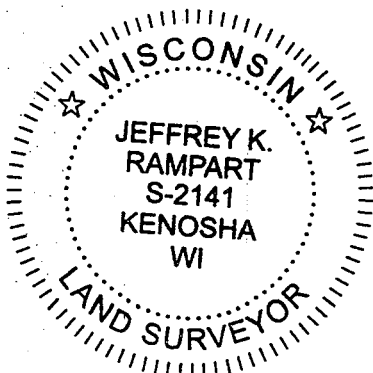
104-04-23-21-029, 030 & 031

SURVEYOR'S CERTIFICATE

I, Jeffrey K. Rampart, hereby certify that I have prepared this Certified Survey Map at the direction of the owner(s); THAT such map is a correct representation of the exterior boundaries of the land surveyed and are described as: Part of the Southwest Quarter of the Northwest Quarter of Section 21, Town 4 North, Range 23 East of the Fourth Principal Meridian; lying and being in the Village of Caledonia, Racine County, Wisconsin and being more particularly described as: Commence at the northwest corner of the Northwest Quarter of said Section 21; thence S00°28'40"E along the west line of said quarter section 1434.72 feet; thence N89°07'34"E 311.00 feet to the point of beginning; thence continue N89°07'34"E 522.68 feet; thence S00°28'40"E parallel to the west line of said quarter section 552.10 feet; thence S88°53'56"W 463.70 feet; thence N00°28'40"W parallel to the west line of said quarter section 230.94 feet; thence S89°07'34"W 332.00 feet to the east line of Charles Street; thence N00°28'40"W along said east line and parallel to the west line of said quarter section 212.00 feet; thence N89°07'34"E 273.00 feet; thence N00°28'40"W parallel to the west line of said quarter section 111.00 feet to the point of beginning.

That I have complied with the provisions of Section 236.34 of the Wisconsin State Statutes on Certified Survey Maps and the Village of Caledonia Land Division and Platting Ordinance.

Dated this ..22nd.. day of ..September..., 2020.



SURVEYOR.....
WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART

CERTIFIED SURVEY MAP NO. _____ SHEET TWO OF THREE SHEETS

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF SECTION 21, TOWN 4 NORTH, RANGE 23 EAST,
IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

OWNER

Jerome C. Bartley
5725 Charles Street
Racine, Wisconsin 53402

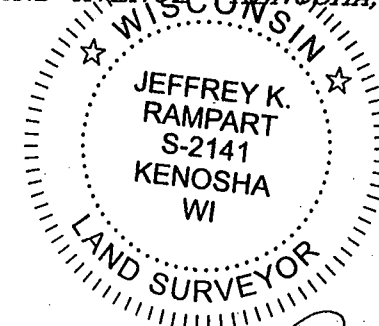
Bearings hereon refer to
grid north, state plane coordi-
nate system south zone.

NOTE: Lots shown hereon
shall be served by public
sanitary sewer facilities.

H - HOUSE
G - GARAGE
S - SHED

denotes 1" x 2' iron pipe
(weight: 1.13 lbs per foot)

J.K.R. SURVEYING, INC.
8121 22ND AVENUE, KENOSHA, WI 53143



WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART
Dated September 22, 2020

NW COR. NW1/4
SECTION 21-4-23
N. 299,034.10
E. 2,591,483.70
(concrete monument)

Charles Street

1434.72' n.t.s.

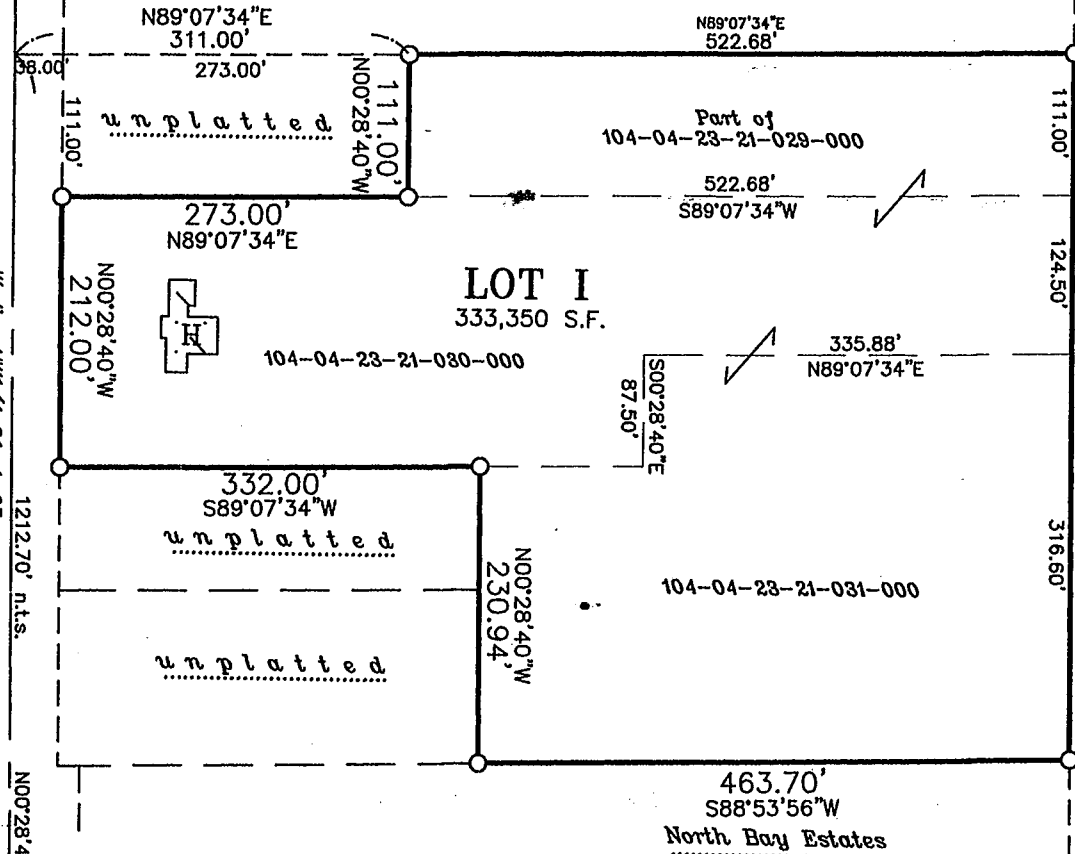
W. line NW1/4 21-4-23

1212.70' n.t.s.

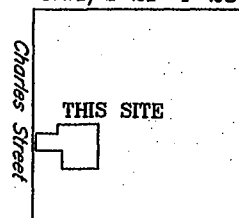
N00°28'40"W

SW COR. NW1/4
SECTION 21-4-23
N. 296,386.89
E. 2,591,505.77
(concrete monument)

unplatted



LOCATION SKETCH
NW1/4 21-4-23



GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

CERTIFIED SURVEY MAP NO. _____ SHEET THREE OF THREE SHEETS
PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF SECTION 21, TOWN 4 NORTH, RANGE 23 EAST,
IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

OWNERS CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat. I also certify that this Certified Survey Map is required to be submitted to the Village Board of the Village of Caledonia for approval.

OWNER.....
JEROME C. BARTLEY

STATE OF WISCONSIN
RACINE COUNTY S.S.

Personally came before me this day of, 20___, the above named Jerome C. Bartley, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....
NOTARY PUBLIC

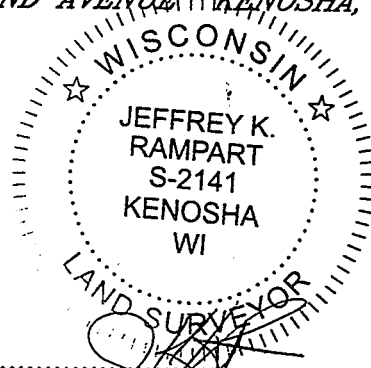
VILLAGE BOARD APPROVAL:

This certified survey map has been submitted to and approved by the Village Board of the Village of Caledonia on this day of, 20___.

VILLAGE PRESIDENT.....

J.K.R. SURVEYING, INC.
8121 22ND AVENUE KENOSHA, WI 53143

OWNER
.....
Jerome C. Bartley
5725 Charles Street
Racine, Wisconsin 53402



.....
WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART

Dated September 22, 2020.....

RESOLUTION NO. 2020-104

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING THE EXTENSION OF THE PRELIMINARY PLAT APPROVAL AND
DEADLINE TO SUBMIT A FINAL PLAT FOR BRIARWOOD OF CALEDONIA**

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

WHEREAS, Nancy Washburn, on behalf of the condominium titled Briarwood of Caledonia, requested the extension of the Preliminary Plat approval resulting in an extension of time to submit a final plat under Sec. 236.11, Wisconsin Statutes and Title 14 for the following subdivision:

<u>Subdivision Name</u>	<u>Expiration Date</u>
Briarwood of Caledonia	November 15, 2020

WHEREAS, Village of Caledonia Plan Commission has recommended granting of the extensions for an additional three years from the date of expiration as set forth below:

<u>Subdivision Name</u>	<u>Expiration Date</u>
Briarwood of Caledonia	November 15, 2023

NOW, THEREFORE, BE IT RESOLVED, that the requested extension as recommended by the Plan Commission, is hereby approved subject to the development being constructed to Village Standards at the time of construction and to compliance with all applicable Village Ordinances and other applicable Wisconsin Statutes and regulations at the time of submission of the final plat for approval.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of November, 2020.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Karie Pope
Village Clerk

RESOLUTION NO. 2020-105

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A DEVELOPMENT AGREEMENT FOR BRIARWOOD CONDOMINIUM PLAT ON PARCEL ID 51-104-04-23-21-061-000; BRIARWOOD OF CALEDONIA, LLC, OWNER / NANCY WASHBURN, AGENT

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

WHEREAS, in 2005 the Village approved the concept plan and preliminary condominium plat for a condominium comprised of 15 two-unit buildings for a total of 30 units on a parcel of land approximately 7.92 acres in size on parcel number 51-104-04-23-21-061-000 owned by Briarwood of Caledonia, LLC with Nancy Washburn as agent, and the Village of Caledonia extended the approvals over the past several years because of the downturn in the economy;

WHEREAS, the Village Plan Commission at its meeting on October 26, 2020 recommended approval of the extension of the preliminary condominium plat subject to certain conditions and the Village Board at its meeting on November 2, 2020 approved the extension of the preliminary condominium plat subject to those same conditions.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Development Agreement between the Village of Caledonia, Village of Caledonia Sewer Utility District, Village of Caledonia Water Utility District, Tri City National Bank, Reesman's Excavating and Grading, Inc. and Briarwood of Caledonia, LLC as set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and approved subject to the condition of the Plan Commission and Village Board approving the final condominium plat, 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.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of November, 2020.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Karie Pope
Village Clerk

770272..068 (10-29-20)

**DEVELOPMENT AGREEMENT
BRIARWOOD CONDOMINIUM**

THIS DEVELOPMENT AGREEMENT, (the “Agreement”), effective as of the date last executed by any Party hereto, is made and entered into by and between **Briarwood of Caledonia, LLC**, a Wisconsin Limited Liability Company, (the “Developer”), its successors and assigns, **TRI CITY NATIONAL BANK**, a Wisconsin financial institution, its successors and assigns, (the “Mortgagee”), the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the “Village”), the **VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT** and the **VILLAGE OF CALEDONIA WATER UTILITY DISTRICT**, being two separate utility districts established by the Village of Caledonia under the laws of the State of Wisconsin (herein jointly and severally referred to as the “Utility District” and/or “District” although more than one), and **REESMAN’S EXCAVATING & GRADING, INC.**, being a Wisconsin Corporation (the “Contractor”) (Developer, Mortgagee, Village, Utility District and Contractor are collectively referred to as “the Parties”);

INTRODUCTION

A. The Village is located in Racine County, Wisconsin. The Utility District (through the respective two utility districts noted above) owns and operates the District System.

B. Developer is the sole record title owner of the 30 Condominium Units located on their real property platted as the “Briarwood Condominium” (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** and further depicted on the Condominium Plat attached as **Exhibit B**.

C. The Village has approved, subject to conditions, the Condominium plat of “Briarwood Condominium,” being a development of the Property (“the Condominium”), including compliance with the

ordinances of the Village, which require that the Developer enter into a suitable contract with the Village relative to the construction of the private roads and other improvements in the Condominium.

D. As a part of the creation of the Condominium, the Developer wishes to contract directly with the Contractor for the purpose of constructing the Condominium System.

E. Once constructed by the Contractor and upon acceptance by the Village and the District, the ownership of the Condominium System will then be transferred and conveyed by formal action to the Village and the District which may be by Resolution or motion and become a part of the municipal District System.

F. The ordinances of the Village allow and permit the Developer to directly contract with the Contractor to build and construct the Condominium System and the Storm Water Utilities (hereinafter collectively referred to as the "Construction Project"), provided that the Construction Project is undertaken and done pursuant to the terms and provisions of this Agreement. The above-named parties are entering into this Agreement for such purposes, and for such other purposes as set forth in this Agreement.

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

H. The Mortgagee will hold a mortgage interest in the Property and joins as a party to this Agreement solely for purposes of agreeing that this Agreement shall survive any foreclosure of the Mortgagee's mortgage.

I. This initial phase of the Condominium is comprised of a portion of the roadway and 5 Buildings of 2-units each for a total of 10 Units. Prior to recording of the Final Condominium Plat the Developer shall determine the exact number of units/buildings they wish to declare at Phase 1. Future

phases of the Condominium shall be governed by this Agreement and are subject to the Village Public Works Director authorizing the Developer to proceed with additional phases in accordance with Village Ordinances and this Agreement. The Developer shall amend the Condominium Declaration to account for each new phase of the Condominium. The total full build-out for the Condominium will be comprised of 15 two-unit buildings for a total of 30 Units.

J. The Developer desires to complete improvements and development of the Property located in the Village in the manner described herein, and for that purpose cause the installation of certain Public Improvements, hereinafter defined.

K. Wisconsin Statutes 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 to make and install or have made and installed, any new Public Improvement, including the Condominium System, reasonably necessary to the Property, and the Developer may provide an irrevocable letter of credit or other security approved by the Village guaranteeing that the Developer will make and install or have made and installed those improvements to the Condominium within a reasonable time.

L. The Village believes that the orderly planned development of the Condominium 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.**

Condominium shall mean Briarwood Condominium as set forth on **Exhibit A.**

Condominium System shall mean the sanitary sewerage system and the watermain system in the Condominium to be constructed on the Property under this Agreement and in accordance with the Plans.

District System shall mean the Village's municipal sanitary sewerage system and the municipal water system operated by the Utility District.

Public Improvements shall mean all public improvements to be constructed on the Property pursuant to this Agreement and in accordance with the Plans, including grading, erosion control, drainage and all requisite public improvements, Storm Water Utilities and Condominium System.

Private Roads shall mean all roads to be built on the Property, including any required curb and gutter.

Storm Water Utilities shall mean the storm sewer utilities to be constructed on the Property under this Agreement and in accordance with the Plans.

3. **Consent of the Village and District.** The Village and District hereby grant 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/District project requiring compliance with the public bidding statutes).

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

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 the construction of a two-unit building in the Condominium shall be paid at the time a building permit for the construction of said building is obtained.

6. **Public Improvements: Dedication, Construction, Guaranty Period.**

(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 and Private Improvements, the Condominium System as further described under Section 7 of this Agreement, and Storm Water Utilities as shown on the approved plans prepared by Pinnacle Engineering that are described below. The Village and the Utility District have previously approved the plans for the Public and Private Improvements prepared by Pinnacle Engineering Group and dated and stamped by a professional engineer on August 27, 2020 which are incorporated herein by reference (the "Plans"). The design and Plans of the Public and Private Improvements, Condominium System and Storm Water Utilities shall conform to the Village's minimum standards for public utilities and private 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. The standards for the Private Roads were approved by the Public Works Committee in January of 2019, the Plan Commission on February 24, 2020 and the Village Board on March 2, 2020 and the Public Works Committee on August 12, 2020 and have been incorporated in this Plan Set. 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 for the Private Road which was previously approved by the Village and as is expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of the Public Improvements.

(b) **Storm Water Utilities and Condominium System Construction.** Developer's design engineer shall stake the location of the Storm Water Utilities and Condominium System prior to construction. Developer shall be responsible for constructing the Storm Water Utilities and Condominium System at Developer's expense and per the approved Plans for the entire Condominium, including all phases. Developer's construction work shall be subject to inspection by the Village, or the Village's designee. Developer shall construct the Storm Water Utilities and the Condominium System utilizing granular backfill, as set forth in the approved Plans and as required by Village ordinances. The Condominium Plat is conditioned upon (i) the Village's acceptance of the Condominium's Public Improvements, (ii) the Property (and the units therein) being serviced with public sewer and water services by the Utility District, and (iii) the Developer entering into agreements to grant the Utility District, as appropriate, all easements, if applicable and deemed necessary for the furnishing of public sewer and water services to the units in said Condominium.

After the Storm Water Utilities and Condominium System have passed final inspection and testing, and after all lien waivers for the work completed on the Condominium System and the Storm Water Utilities have been provided to the Village, the Village shall accept ownership of the Condominium System and easements for access to the Storm Water Utilities and Condominium System.

(c) **Private Roads Construction.** After acceptance of the Storm Water Utilities and Condominium System by the Village, the Developer and Contractor shall thereafter construct, at Developer's expense, the Private Roads for Phase One, including asphaltting, in compliance with the Approved Plans for roads. Such construction, including asphaltting, will be completed by the Developer and Contractor, and tested. Certain items of the Developer's construction work shall be subject to inspection by the Village, or the Village's designee. These items include proof rolls of subgrade and base, concrete curb and gutter inspections and paving inspections. The Village shall also require subgrade and base verifications, in form of as-builts, prior to base and paving. It is anticipated that the construction of the Private Roads as described herein, except for surface asphaltting, shall be completed during 2021 for the first phase of the Condominium. If the construction thereof is delayed, the Developer and Contractor shall

be responsible for the maintenance, plowing, regrading and reshaping of the Property's Private Roads at the Developer's expense prior to the asphaltting work being done. After the Developer's construction of the stone base course of the Private Road, the Developer's asphaltting contractor shall fine grade the stone base and install two and one-half (2 ½) inches of binder asphalt, in two (2) layers per the specifications of the Village Director of Public Works, on the Private Road within the Condominium for each phase. The private road construction will be accomplished in phases as approved by the Village Public Works Director in accordance with this Agreement.

The surface asphalt of one and one-half (1 ½") inches and final work necessary to complete the Private Roads shall not be done until 80% of the units within the Condominium are constructed, unless otherwise required by the Village to be completed earlier, and all required Public Improvements have been installed and approved by the Village.

Prior to installation of the surface course of asphalt, the Contractor shall inspect the Private Road to determine whether any patching and repairs of the previously completed construction of the Private Road is necessary. When authorized to install the surface course of asphalt by the Developer, the Developer's asphaltting contractor shall perform any patching and repairs deemed necessary by the Developer, sweep the binder course prior to placing any tack coat and install one and one-half (1-1/2) inches of surface asphalt. Thereafter, the Developer and Contractor shall complete the final work necessary to complete the construction of the Private Roads including manhole and water box adjustments on the Private Roads subject to inspection by the Utility District. Developer agrees that it is financially responsible for the cost of installation and construction of the asphalt binder and surface courses and adjustments. In the event the private roads are not completed for the entire condominium for all phases within two (2) years from the date hereof, the Village Public Works Director shall have the right to review the plans in light of conditions then existing or expected in the area and to require modification of the plans to meet any such conditions.

The Declaration shall specify that the unit owners and the Condominium Association shall own and be responsible for the installation, construction, maintenance and reconstruction of all private roads in accordance with Village specifications.

7. **Subdivision System Construction Project.**

(a) **Approval of Construction Project Plans.** Prior to any work being done on the Construction Project, (i) the Developer shall first obtain the written approval from the District's engineers of all of the specifications, drawings, blueprints, diagrams and plans for the Construction Project (hereinafter collectively referred to as the "Plans"), and (ii) the Contractor shall first have a Pre-construction meeting with the District's engineers regarding the Construction Project. The Plans shall be of a type and format, and have such content, as the District's engineers may require. Additionally, the Plans shall also be submitted to the District's engineers in an electronic format approved by the District's engineers. Developer and Contractor expressly understand and agree that, in the event the Developer does elect to undertake and do the Construction Project, the Condominium System shall then be constructed and done in strict compliance with the Plans approved by the District's engineers.

(b) **Full Inspections.** The Condominium System portion of the Project shall be inspected by the District's engineers, and all costs of such inspections shall be paid for by Developer. The Contractor shall provide to the District its work schedule (the "Work Schedule") for the Construction Project prior to any work on the Construction Project being undertaken. The Work Schedule shall (i) specify the times, dates and type of work to be performed, and (ii) have a format and content satisfactory to the District's engineers. The Work Schedule shall not be increased or expanded in time or scope of work without first providing the District's engineers with at least 48 hours prior written notice of such changes to the Work Schedule. Developer and Contractor understand that it is the intent of the Village and District to have one or more inspectors at the construction site at all times that work on the Condominium System is

being performed and as deemed by the Village and/or District to be needed at other times while the work on the Construction Project is being performed. The District Engineers and/or their inspector(s) at the construction site shall have the full right and authority to stop work on the Construction Project whenever they believe that any such work or materials are not in compliance with the approved Plans for the Construction Project, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work on the Construction Project. Notwithstanding the foregoing right and authority granted to the District's engineers (to stop the Construction Project in the event of a failure of compliance with the approved Plans), 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 Construction Project, (ii) the direction of all laborers and personnel doing the work on the Construction Project (except for the inspector(s) hired by the District's engineers), and (iii) all means and methods required to do the Construction Project.

(c) **One-Year Guarantee.** Developer and Contractor shall, and hereby do, jointly and severally guarantee to the Village and the District that all work and materials furnished and performed on and for construction of the Condominium System shall be free from defects for a period of one (1) year after the date on which the Village and District accept ownership of the Condominium System in writing as described in subsection (d) below. This one-year guarantee, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Developer's and/or Contractor's duties under this Agreement to construct the Condominium System in strict compliance with the approved Plans for the same. In the event any defect(s) is discovered during such one year time period, the District and/or 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 or District 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 requires the remedial work to be done sooner and the Developer/Contractor are not able to timely do so), then the District and/or Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the District and/or Village for any costs incurred by the District and/or Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

(d) **Transfer of Ownership.** Upon the full completion of the Condominium System and upon the Village and the District then accepting the same in writing, the ownership of the Condominium System shall, effective as of the date of the said written acceptance by the Village and District, be transferred and conveyed to the Village and the District by Resolution or Motion. With respect to such transfer/conveyance of ownership to the Village and District:

1) The said transfer/conveyance shall be deemed to occur and become effective immediately and automatically at the time of the written acceptance of each completed Condominium System by both the Village and the District, without any further documents being required.

2) The said transfer/conveyance shall include transfer of ownership of the Condominium System located in the dedicated Village and Village utility easements.

3) The said transfer/conveyance of ownership, however, shall not include any portion of the sewer laterals and/or water laterals that are located outside of the Village/Utility Easement area(s).

4) The Developer agrees to execute such documents as may be requested by the Village to transfer, convey and/or dedicate ownership of the Condominium System to the extent necessary to facilitate the Village's ownership thereof as set forth in this Section 7(d).

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

(f) **Right of Village/District To Complete The Project.** If the Developer commences the Construction Project (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 Condominium System portion of the Construction Project, then, in addition to any and all other remedies available to the Village and/or the District under the law:

1) The Village and/or District may, at its option, complete and finish the said Condominium System portion of the Construction Project by doing such remaining work (the "Completion Work") as a publicly-bid Village project; and

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

3) Without in any manner limiting its available remedies under the law, the Village and/or District 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 the Completion Work. This waiver includes, but is not limited to, waiver of 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.

4) Additionally, the "Completion Work" described above may also consist of the following other types of work should the Village and/or District so elect:

- i) Undertaking whatever work may be necessary to protect and maintain the Condominium System at its then-existing stage of completion; and/or
- ii) Removal of part or all of the Condominium System and restoration of the disturbed areas of the Condominium.

(g) **Grant of Easements.** If for some reason any portion of the Condominium System is constructed outside of the Village rights-of-way that are transferred to the District under the provisions of above Section 7(d) of this Agreement, the Developer will grant to the Village and the District an easement (the "Easement") on private land located within the Condominium as reasonably determined by the Village and the District, of sufficient depth and width to the extent reasonably necessary to enable the Village and the District to access such portion of the Condominium System for the purpose of installing, operating, using, maintaining, modifying, improving, repairing, and/or replacing the Condominium System. If an easement is so determined to be reasonably necessary, the Developer will execute and deliver to the Village

and District a separate written easement agreement (the "Easement Agreement") that memorializes and confirms the easement rights of the Village and District to install, operate, use, maintain, modify, improve, repair, and/or replace (i) any sanitary sewer and watermain facilities already located within the easement area, and (ii) any other portion of Condominium System located within the easement area. The Easement Agreement shall identify and describe the location of all such sanitary sewer and watermain facilities. When the Construction Project and the final as-built drawings of the new Condominium System are completed, the said as-built drawings shall be included in the Easement Agreement to identify and describe the land subject to the easement pertaining to sanitary sewer and watermain facilities. (In this fashion, the final as-built easement areas will replace any initial easement areas that were originally based on the Plans, but vary from the final, as-built location of the sewer and watermain facilities.) Except as otherwise agreed to, the Developer shall provide, and no building permits for units within the Condominium shall be issued until the Village receives, a master easement exhibit from the Developer showing all easements, including WE Energies and other utility easements located in the Condominium . The Developer shall provide these documents in a format acceptable to the Village Director of Public Works and Village Utility Director.

(h) **Manhole/Valve Box Adjustment Costs.** The Developer will completely bear the costs of manhole/valve box/water box adjustments and will schedule an inspection with the Village's Utility District with at least 48 hour notice.

8. **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 for the entire condominium. In the event the Storm Water

Utilities are not completed within two (2) years after 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. Construction of all drainage facilities within the outlots located on the Property shall be completed prior to the issuance of any building permits for units within the Property. 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) **Maintenance.** Except as provided below, Developer shall be liable and responsible for the proper maintenance of the storm water easements described on the attached **Exhibit C**, including any detention or retention basins if applicable. Such maintenance shall include the control of weed and algae growth. Such liability and responsibility shall continue with the Developer until such time as the ownership of each unit is transferred and such subsequent owner assumes such obligations through a "Maintenance and Easement Agreement" which shall be recorded as a separate agreement and which is attached as **Exhibit D** (the "Maintenance and Easement Agreement"), that sets forth the regular, routine and long term maintenance requirements. Such responsibility shall be delegated immediately to the Condominium homeowners association (the "Condominium's Association") through the Declaration of Condominium which shall be recorded and which is forthcoming and shall be submitted to the Village for approval by the Village Board. However, the Developer shall continue to have remaining obligations relating to the Developer's guarantees under Sections 7(c) and 9(b)). Such maintenance shall be carried out in conformity with applicable Village ordinances, the Condominium Declaration and any written directive for corrections or maintenance from the Village.

(c) **Grant of Easements.** The Developer shall grant to the Village an easement for the purpose of maintaining and repairing the Storm Water Utilities located in the Condominium. Developer will execute and deliver to the Village a separate written easement agreement that memorializes and confirms the easement rights of the Village to maintain and repair the Storm Water Utilities. Said easement agreement shall identify and describe the location of all such Storm Water Utilities and shall be recorded with the Racine County Register of Deeds.

(d) **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 performed and may charge the costs thereof to any of the following parties to the extent that each of the following parties is liable for said costs pursuant to this Agreement or the Condominium Declaration: (i) the Developer, (ii) any subsequent owner of any unit within the Condominium, or (iii) the Condominium Association. 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 unit within the Condominium that is assigned responsibility for such drainage facility, all as provided in Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village ordinances.

9. **Public Improvements Cost and Security.**

(a) **Public Improvements Costs and Security.** In order to secure Developer's satisfactory completion of the Public Improvements including, but not limited to, the Storm Water Utilities, Public Roads and Condominium System, Developer has opted to post with the Village a letter of credit, in a form and from an issuer satisfactory to the Village, in the amount of \$1,196,050.90 (the "Security"), which amount equates to 120% of the estimated total cost of the Public Improvements (excluding the cost

for asphaltting) as set forth on **Exhibit E** which is incorporated herein by reference. Developer shall post the Security with the Village prior to commencing the staking that is required of the Developer. After completion satisfactory to the Village as set forth in this Agreement of the Storm Water Utilities and Condominium System, 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 E**. Releases of the Security shall be accomplished incrementally as portions of the work are completed and accepted by the Village. Only that portion of the Security necessary to secure the warrantee period for the Condominium System shall be retained by the Village as security for an additional fourteen (14) months ("Guaranty Period") to secure the Developer's obligations during the Guaranty Period and to ensure completion of the remaining Public Improvements. In consideration for, and to ensure the long term integrity of the binder course of asphalt and to reduce Developer's costs under the Guaranty Period, if the letter of credit posted for the Security expires prior to the end of the Guaranty Period, the Developer agrees to renew the letter of credit for the remaining Guaranty Period even if the letter of credit extends beyond, and notwithstanding, the fourteen (14) month period set forth in Section 236.13, Wis. Stats. In calculating the retention amount of the Security, such amount shall not include the original 20% contingency. Developer may, at its option, substitute a cash bond or cash deposit for the remaining amount on the letter of credit for the remaining Public Improvements work, plus 10% of the original Security.

If Developer fails to complete the Public Improvements, within eight months after initial staking, the Village shall draw on the Security without further notice to Developer to complete the remaining Public Improvements of the Condominium System.

(b) **General Inspections.** The Public Improvements shall be inspected by the Village's Director of Public Works, or his designee or the Village's consulting engineers, and all costs of such inspections shall be paid for by Developer. The Contractor shall provide its work schedule for Public

Improvements to the Village prior to any work being undertaken. Such work 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 Director of Public Works. Developer and Contractor understand that it is the intent of the Village to have one or more inspectors present 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 Public Improvements whenever they believe that any such work or materials are not in compliance with the approved Plans and Specifications, 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.

10. **Common Area/Open Space Restrictions.** Pursuant to the Condominium Declaration, the developer of the Condominium agrees to manage the use of the Common Area/Open Space and require the maintenance and protection of the same in the recorded Condominium Declaration. The Common Area/Open Space located in the Condominium are subject to the Condominium Declaration and the easement agreement required under Section 7(c) above. Developer shall ensure that the Common Area/Open Space located in the Condominium comply with the Condominium Declaration and said easement agreement. Thereafter, the Condominium Association shall be responsible for the maintenance and management of the Common Area/Open Space. The Village shall have no ownership interest in, nor any responsibility, for the Common Area/Open Space except to the extent necessary to exercise its easement

rights to ensure proper maintenance of any drainage facilities by the Condominium Association.

11. **Street Lights.** The Developer shall be liable for the costs of purchasing and installing street lights in areas deemed necessary in the judgment of the Village's Director of Public Works. Said lights must be approved by the Village and WE Energies. The street lighting plan, including the type of street light to be permitted, shall be submitted to the Village's Director of Public Works for approval, is incorporated herein by reference. The installation of the street light shall be the sole responsibility of the Developer until that part of the public street is transferred and conveyed to the Village. The Developer shall also be responsible for payment of the applicable street light fee of **\$550.00** per light for each standard light, which fee represents the cost of operating each light for the three year period following the execution of this Agreement per Village of Caledonia Resolution 2007-21.

12. **Street Markings and Signage.** The Developer shall be responsible for the costs of procuring and installing all pavement markings and street signage adjacent to the Condominium. 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 Director of Public Works. Signage shall include all stop signs, street signs and other signs required by the Village's Director of Public Works. The street sign and pavement marking plan, which shall be created by the Village Director of Public Works, is incorporated herein by reference. The Developer authorizes the Village to install the necessary Public Roads markings and signs and shall reimburse the Village on a time and material basis for the cost thereof.

13. **Sale of Units.** Developer or its successors in title shall not sell, convey or transfer any portion of the Property abutting upon a street or portion thereof that is depicted on the Condominium plat until the following have occurred: (1) this Agreement is executed and recorded; 2) the Condominium Plat is recorded; 3) the Condominium Declaration in a form approved by the Village is recorded; 4) all Security has been deposited with the Village (by such time as is herein provided); (5) the Storm Water Utilities and

Condominium System have been installed and accepted by the Village.

14. **Sewer and Water.** The approval of the Condominium Plat was conditioned upon the Condominium being serviced with public sewer and water service by the Village's Utility Districts. Except as otherwise set forth in this Agreement, the sewer and water system within the Condominium shall be designed, constructed, and installed at the sole expense of the Developer pursuant to plans submitted to and approved by the Village and the Utility District. 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 unit owners, and any use of such systems shall be subject to all applicable use restrictions. All such work shall be pursuant to plans and specifications approved by the Utilities and the Village.

15. **Reimbursement of Costs.** The Developer acknowledges and agrees that it is solely responsible for all costs related to the installation of Condominium's Public Improvements. In addition, the Developer agrees to reimburse the Village for its costs related to the Condominium including costs incurred by the Village to review conceptual, preliminary and final plans associated with the Condominium and to review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Condominium. 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 pre-development agreement with the Village and paid to the Village the sum of \$3,000 as a deposit for such reimbursements. This Section supersedes the pre-development agreement, provided, however, the parties intend that the reimbursement account and process set up by the pre-development 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 additional amounts required by the Village within fifteen (15) days after written

demand by the Village. If Developer does not deposit a required additional amount within the time required, the Village may suspend additional work or review of the plans and specifications under consideration until the additional 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.

16. **Land Division Fee.** Pursuant to Section 14-3-3(c), the Developer shall be responsible for a land division fee in the amount of \$3,000 (30 Units @ \$100 per parcel) to be included as a cash payment to the Village upon execution of this document.

17. **Utilities and Utility Laterals.** Developer is responsible for all costs associated with all private utilities servicing the Condominium 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.

18. **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 Grading and Stormwater facilities as-built plans and profile sheets, and shall prepare and provide to the Village one complete set of Sanitary Sewer and Water Main plans on reproducible mylar or similar material as agreed by the Village Public Works Director, 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, water mains, storm and wastewater collection systems, site grading, and all other relevant public improvements. The Village will be reimbursed by the Developer for the cost of changes to the base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of the Developer, whether or not such items are enumerated in this Agreement.

19. **Building Permits and Unit Construction.** Until the Public Improvements provided herein to be installed to service the Condominium have been installed to the reasonable satisfaction of the Village's Utility Director and Director of Public Works, no building permits shall issue as to units in the Condominium; provided, however, that building permits may issue as to Units fronting on streets within the Condominium if the Storm Sewer System has been installed and accepted by the Village and the private road for that phase has been constructed and accepted by the Village. Finished yard grades and grading plans must be approved by the Village's Director of Public Works before construction may commence and the unit owner shall be responsible for the costs of any review at the time of building permit review.

20. **Hydrants.** The Developer shall, at its expense, provide pre-painted hydrants of a design and construction satisfactory to Village staff and consistent with the Village's color code system in those areas of the Property specified by the Village.

21. **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 (collectively for the purposes of this Section and Section 22 the "Work"). The

Developer and Contractor shall indemnify and hold harmless the Village and its agents, officers and employees, against any claims or liabilities directly arising from or based on the violation of any such Laws with regard to the Work by the Developer or its principals, agents, employees or contractors, except to the extent that such claims or liabilities arise by virtue of the negligence or willful misconduct of the Village or 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.

22. **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.

23. **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.

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

25. **Erosion Control.** During the course of the development of the Condominium, the Developer shall be responsible to ensure that reasonable steps are taken to prevent erosion from lands within the Condominium 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 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.

26. **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.

27. **Indemnification/Hold Harmless Agreement.** The Developer hereby does, jointly and severally, expressly agree to indemnify and hold the Village, Utility District, and their 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 and/or Utility District 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, and Condominium System 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 and District 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.

Provided, however, that the above indemnification and hold harmless obligations of the Developer shall not apply to any claims, judgments, damages, costs, expenses and liability for any injury or damage that may arise directly or indirectly as a result of, in whole or in part, any intentional torts, negligence and/or willful misconduct by the Village, Utility District, or any of their respective elected and appointed officers, employees, engineers, contractors and agents. 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 Condominium or this Agreement, except where such suit is brought by the Developer or due to the negligence, willful neglect or misconduct of the Village, Utility District, or any of their respective elected and appointed officers, employees, engineers, contractors and agents. 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 provisions of this Agreement.

28. **Indemnification for Environmental Contamination.** The Developer, Contractor or Condominium Association, as applicable, shall indemnify, defend, and hold the Village, Utility District,

and their respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable actual fees for attorneys and consultants) that arise as a result of the presence in or on property owned by the Village or Utility District 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 at or under the Property, except as to injury or damage arising, in whole or in part, due to the negligence or willful misconduct of the Village, Utility District 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 parcels within the Property that are conveyed to the Village (the "Village Parcels"), whether in the soil, groundwater or air unless its due to the Village's negligence, willful neglect or misconduct.

The Village and Utility District agree that they will immediately deliver written notice to the Developer and Contractor of the Village's or Utility District'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 or Utility District's claim as required under this Section, the Village and Utility District shall make all reasonable accommodations to allow the Developer, Contractor or Condominium Association 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 and Utility District against claims arising under this Section, Developer and Contractor shall take all necessary steps to ensure that the Village and Utility District 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 and the Utility District.

29. **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 and Utility District, their employees, officers and officials on a primary and noncontributory 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 Office of the Commissioner of Insurance. The Village reserves the right to reasonably disapprove any insurance company.

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

Employer's Liability	\$100,000 per occurrence
Comprehensive Motor Vehicle Liability	\$1,500,000 combined single limit for bodily injury and property damage
Comprehensive General Liability	

for Bodily Injury and Property Damage	\$1,500,000 per occurrence \$2,000,000 general aggregate
Worker's Compensation	Statutory Limits
Builder's Risk (as deemed applicable by the 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 policy.

(c) Contractor and Owner's Protective Liability (Independent Contractor Insurance). The Contractor's Contractor and Owner's Protective Liability Policy shall have the same coverage limits as the Comprehensive General Liability Policy.

(d) **Condominium Association Insurance.** The Condominium Association shall provide liability insurance for the Common Area/Open Space, including private roads, and the Condominium Declaration shall contain a covenant governing this requirement.

30. **Special Assessments.** Developer agrees, for itself and its successors in interest in the Condominium, that the Condominium is specially benefitted by this Agreement and by the Public Improvements provided for by this Agreement. If Developer and/or the Condominium Association 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 rights to any

hearings and to challenge any such special assessment.

31. **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 Developers Agreement; and
- ii. All applicable governmental laws, rules, regulations, statutes and ordinances; and
- iii. All directives, rules and regulations of the Village and District, and its officers, employees and agents (including, but not limited to, the engineers of the District); and
- iv. All drawings, plans, specifications, or diagrams required by and approved by the Village and/or District.

(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.

(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, provided, however, that the signatures of the Contractor or Mortgagee shall not be required for any amendment that does not affect the respective rights of the Contractor or Mortgagee.

(j) **Agreement Runs with the Land.** This Agreement and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners of the Property for so long as they own the Property or any part thereof, and upon their successors in title and assigns. This Agreement shall be recorded with the Racine County Register of Deeds. Wherever an obligation herein is designated as that of the Developer or Condominium Association or others, the obligation shall be joint and several

hereunder; provided, however, that Developer shall not be liable hereunder for any defaults occurring after the sale of all units in the Property; all Public Improvements and the Condominium System have been constructed and accepted by the Village for all phases; and all guarantees have expired. The Condominium Association has been created and is in existence and shall assume such obligations hereunder, The "Condominium Declaration." shall be submitted for review and approval by the Village Public Works Director.

(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 via email with acknowledgement of receipt 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:

Briarwood of Caledonia, LLC
8338 Corporate Drive, Suite 300
Racine, Wisconsin 53406
rayleffler@hotmail.com

To the Village and Utility District:

Village Clerk
Village of Caledonia
5043 Chester Lane
Racine, Wisconsin 53402
Fax: 262-835-2388
kpope@Caledonia-wi.gov

And to:

Director of Public Works
Village of Caledonia
5043 Chester Lane
Racine, Wisconsin 53402
Fax: 262-835-2388
tlazcano@caledonia-wi.gov

To the Mortgagee:

Tri City National Bank
2704 Lathrop Avenue
Racine, Wisconsin 53405
Fax: 262-554-5866

To the Contractor:

Reesman's Excavating & Grading, Inc.
28815 Bushnell Road
Burlington, Wisconsin 53105
Fax: 262-539-2665
chris@reesmans.com

(l) **Successors and Assignment.** This Agreement is binding and enforceable against the Parties' respective successors and permitted assigns. The Village and Utility District 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 and Utility District.

(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 Property, this Agreement shall survive such foreclosure and the Property shall remain subject to this Agreement.

(o) **The Contractor.** Reesman's Excavating & Grading, Inc. is the general contractor for construction of the Project, being hired and retained by Developer to construct the Property. Reesman's Excavating & Grading, Inc., however, as the general contractor, shall be responsible and obligated to the Village and the District 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. In the event that any party hereto shall be delayed or hindered in or prevented from the performance of any work or act required hereunder by reason of a Force Majeure, then performance of such work or act shall be excused for the period of the delay and the period for the performance of such work or act shall be extended for a period equivalent to the period of such delay.

(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 of the Property or Condominium System, 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 the duties and obligations of the work they are taking over; and

iv. The 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 and Utility District may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this or any other agreement they 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 and/or Utility District, the Village and/or Utility District shall be entitled to collect from the Developer and Contractor statutory costs and disbursements, plus its actual reasonable attorneys' fees and costs.

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

BRIARWOOD OF CALEDONIA, LLC

By: _____
Raymond C. Leffler
Member

STATE OF WISCONSIN)
) SS:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, Raymond C. Leffler, Member of Briarwood of Caledonia LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same as the act and deed of said limited liability company.

Notary Public, _____ County, Wisconsin
My Commission Expires: _____

Exhibit A to Briarwood Developers Agreement

Examination of title of record to the following described premises:

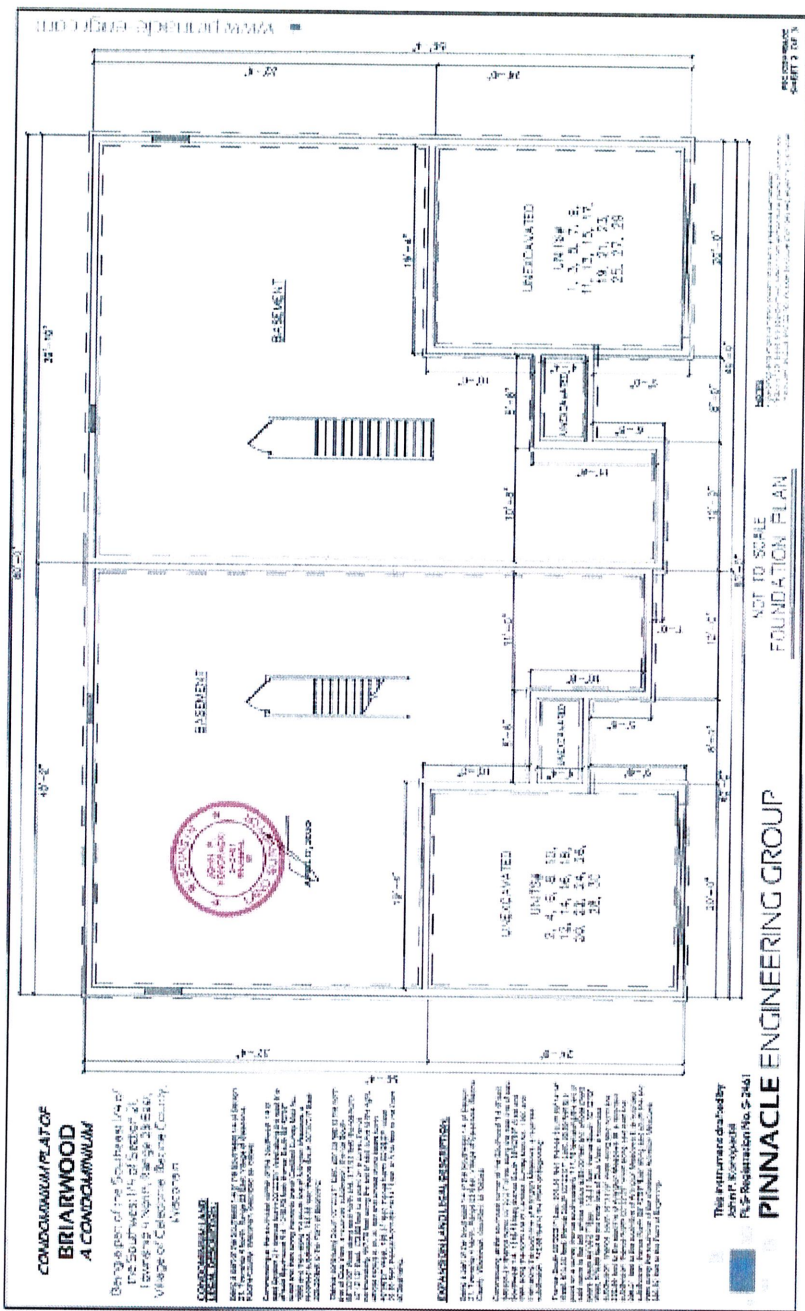
The North 10 acres of the following described parcel of land. That part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at a point in the South line of said Section, located 1026.78 feet West of the South 1/4 corner of said Section 21; run thence North 1° 04' 42" East 175 feet; thence West parallel to the South line of said Section 300 feet to the West line of the Southeast 1/4 of the Southwest 1/4; thence North along said West line, 1145 feet to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 21; thence East along the North line of the Southeast 1/4 of the Southwest 1/4, 726 feet to the East line of the West 22 acres of the Southeast 1/4 of the Southwest 1/4; thence South Parallel to the East line of said Southwest 1/4, 1320 feet to the South line of said Section; thence West along the South line of said Section, 426 feet to the place of beginning. Excepting therefrom that part of the North 10 acres of the West 22 acres of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, described as follows: Commence at a point in the South line of said Section 21, that is located South 88° 55' 20" West 596.58 feet from the South 1/4 corner of said Section 21; run thence North 00° 06' 20" East 726.09 feet parallel to the East line of said Section 21 along the East line of said West 22 acres of the Southeast 1/4 of the Southwest 1/4 of said Section 21 to the Northeast corner of Club View Subdivision (a recorded Subdivision) and to the point of beginning of this description; run thence South 88° 56' 20" West 150.00 feet along the North line of said Club View Subdivision; thence North 00° 06' 20" East 596.93 feet to the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 21; thence North 88° 56' 20" East 150.00 feet along the North line of said Southeast 1/4 of the Southwest 1/4 of Section 21 to the Northeast corner of said West 22 acres of the Southeast 1/4 of the Southwest 1/4 of said Section 21; thence South 00° 06' 20" West 596.97 feet along the East line of said West 22 acres to the Northeast corner of said Club View Subdivision and to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

Owner: BRIARWOOD OF CALEDONIA, LLC

NOTE: CURRENT OWNERS TITLE POLICY MUST BE PROVIDED FOR REISSUE CREDIT

Address: 5102 BRIARWOOD LANE

Tax Parcel Number 51-104-04-23-21-061-000



**CONDOMINIUM PLAN OF
BRIARWOOD
A CONDOMINIUM**

Being a part of the Condominium of
BRIARWOOD, located in Section 21,
Township 4 North, Range 23 East,
Village of Celoron, Berne County,
New York.

CONDOMINIUM PLAN
SECTION DESCRIPTIONS

The Condominium of Briarwood consists of 30 units, 29 of which are located in Section 21, Township 4 North, Range 23 East, Village of Celoron, Berne County, New York, and one unit is located in Section 21, Township 4 North, Range 23 East, Village of Celoron, Berne County, New York.

The Condominium of Briarwood shall consist of 30 units, 29 of which are located in Section 21, Township 4 North, Range 23 East, Village of Celoron, Berne County, New York, and one unit is located in Section 21, Township 4 North, Range 23 East, Village of Celoron, Berne County, New York.

EXHAUSTIVE LEGAL DESCRIPTIONS

Being a part of the Condominium of Briarwood, as defined in the Condominium Declaration of the Village of Celoron, Berne County, New York, the legal description of the Condominium of Briarwood is as follows:

Commencing at the southeast corner of the Southwest 1/4 of the Section 21, Township 4 North, Range 23 East, Village of Celoron, Berne County, New York, and thence South 89° 59' 58" East 114.17 feet to a concrete monument 6.00 feet in diameter, 10.00 feet high, containing a brass pin, and thence South 89° 59' 58" East 114.17 feet to the center of the subject property.

Being a part of the Condominium of Briarwood, as defined in the Condominium Declaration of the Village of Celoron, Berne County, New York, the legal description of the Condominium of Briarwood is as follows:

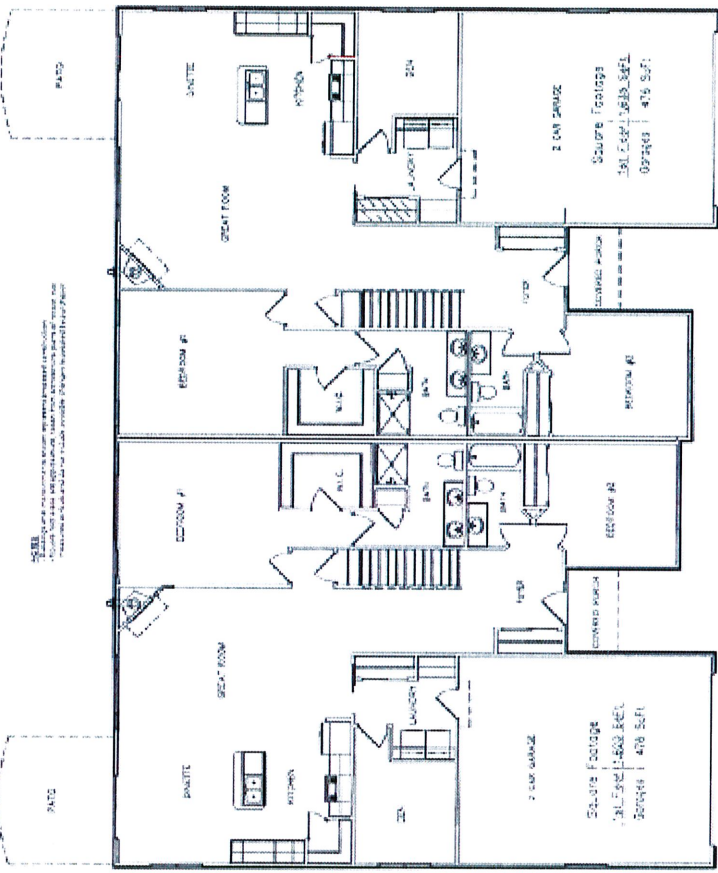
Commencing at the southeast corner of the Southwest 1/4 of the Section 21, Township 4 North, Range 23 East, Village of Celoron, Berne County, New York, and thence South 89° 59' 58" East 114.17 feet to a concrete monument 6.00 feet in diameter, 10.00 feet high, containing a brass pin, and thence South 89° 59' 58" East 114.17 feet to the center of the subject property.

This instrument drafted by
John A. Koppel
P.E. Registration No. 5-2161

PINNACLE ENGINEERING GROUP

NOT TO SCALE
FOUNDATION PLAN

ARCHITECTURE
SHEET 3 OF 3



FLOOR PLAN
NOT TO SCALE

**CONDOMINIUM PLAT OF
BRIARWOOD
A CONDOMINIUM**

Being a part of the Southeast 1/4 of
the Southwest 1/4 of Section 26,
Township 4 North, Range 23 East,
Village of Caladonia, Racine County,
Wisconsin.

VILLAGE APPROVAL
Approved by Village of Caladonia on _____ 20__

DATE _____

PREPARED BY
Pinnacle Engineering Group, Inc.
10000 Wisconsin Avenue, Suite 200
Madison, Wisconsin 53704
Phone: (608) 781-1111

SCALE - As Shown



This instrument created by
Pinnacle Engineering Group, Inc.
Professional Engineer No. 53148

PINNACLE ENGINEERING GROUP

Exhibit C
Stormwater Easements

Exhibit D

Maintenance and Easement Agreement

Exhibit E

Public Improvements Cost Estimate

1. Roadway and Site Work	\$240,263.25
2. Erosion Control	49,497.32
3. Sanitary Sewer	217,417.29
4. Water Main	199,180.54
5. Storm Sewer	173,682.28
6. Year 1	81,038.91
7. Year 2	10,629.51
8. Foth Inspections	25,000.00
Total:	\$996,709.10
120% (for total Letter of Credit)	\$1,196,050.90

RESOLUTION NO. 2020-106

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO PURCHASE
TWO HALOFOGGERS FOR THE FIRE DEPARTMENT**

WHEREAS, the Fire Department currently utilizes a HaloFogger system at one of the three fire stations and wishes to standardize to this equipment and utilize for disinfecting of living spaces, rescue units and squad cars at the other two stations.

WHEREAS, a quote has been provided to the Fire Department from Halosil International, the sole provider of this particular product at a cost of \$13,250.00 per unit.

WHEREAS, the Fire Department and Village Staff believe there is ample justification to seek reimbursement though the CARES act for this purchase. This equipment is used to disinfect large areas and vehicles quickly and efficiently.

WHEREAS, there are adequate funds available in the capital account to fund this purchase with the high potential for this cost to be reimbursed through the CARES act funding.

WHEREAS, the Village Finance Committee has reviewed this request and recommends that the Village Board authorize the purchase and subsequent reimbursement request of the HaloFoggers.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the purchase of two HaloFoggers as described above at a cost of \$26,500 is authorized and approved and that the required funds shall be taken from the 2020 Capital Project Fund and that a reimbursement request be submitted through the CARES act funding.


Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of November 2020.

VILLAGE OF CALEDONIA

By: _____
Jim Dobbs, Village President

Attest: _____
Karie Pope, Village Clerk

MEMORANDUM

DATE: October 28, 2020
TO: Village Board
FROM: Public Works Director 
CC: Village Administrator
RE: **Variance request for Detached Oversized Structure/Garage at 3111 Nicholson Road**

John Mastopietro has requested a variance to construct a 30' X 72' oversized detached structure/garage with 14-foot-tall side walls that would create a total covered area of approximately 2,160 square feet on his property at 3111 Nicholson Road. The proposed oversized structure/garage will be used for personal storage of his cars and tools. The property owner has signed the Village waiver form stating that the oversized structure/garage will be used for personal storage and use only.

I recommend that the Village Board pass the following motion at the November 2, 2020 Village Board Meeting:

Move to approve a variance request for John Mastopietro to construct a 30' x 72 oversized detached structure/garage with 14-foot-tall side walls that will create a total covered area of approximately 2,160 square feet on his property at 3111 Nicholson Road subject to the following conditions:

- 1.) The oversized structure/garage must be constructed pursuant to the plans as presented. Approval of the building plans by the Building Inspector will be required prior to release of the Building Permit.
- 2.) Contractors must use the existing driveway to access the site. The driveway shall have side slopes no steeper than 4:1, and shall not have a centerline slope in excess of 6%.
- 3.) **A grading and drainage plan is required. The plan must be reviewed and approved by** Engineering Department staff prior to the release of the Building Permit. Grading plans must provide proper drainage of the site, ensure that runoff will not create a problem with abutting properties, and conform to all Village standards. Swales must be installed and maintained around the structure/garage and driveway and shall drain in such a way so as to ensure runoff does not create drainage or icing problems. Grading and swales shall provide a minimum of 8 inches of positive pitch away from all building finished yard grades, have centerline slopes of no less than .8%, and side slopes no steeper than 4:1. Exposure of the foundation or retaining walls may be necessary to achieve. Contact the Village Engineering Department for a Construction Site Erosion & Sediment Control Permit if importing/exporting more than 150 cubic yards of material. Do not grade or fill any wetland or flood plain areas without proper approvals.
- 4.) Gutters and downspouts are required to control roof runoff. Roof runoff must have an outlet that ensures proper drainage away from all buildings that runoff does not create any drainage problems or icing. This may require that the downspouts be tiled to drain internally into the lot and may require grading past lot lines to achieve. Work with abutting property owners.

VILLAGE OF CALEDONIA
VARIANCE FOR
OVERSIZED GARAGE

For Village Use 20-V056-03
Permit Number: _____
Receipt Number: _____
Account Number: 100-00-44310
Approved / Denied
Date Issued: _____

Date: 10-26-2020 Address: 3111 Nicholson Rd
Name: John Mastopietro Racine, WI, 53406

Your request for a variance for an oversized garage has been reviewed by the Village Board. Your request has been approved with the following conditions:

1. Payment of \$175.00 fee to the Village of Caledonia.
2. See the attached memo from the Village Engineer, which is incorporated herein by reference, regarding construction requirements, grading criteria, or other such matters deemed appropriate.
3. **ANY AND ALL BUSINESS AND/OR COMMERCIAL ACTIVITY IS PROHIBITED WITHIN THE GARAGE APPROVED HEREIN.** THE GRANTING OF THIS VARIANCE AND ANY RELATED BUILDING PERMIT IS DONE SO IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA WHICH PROHIBITS BUSINESS AND/OR COMMERCIAL ACTIVITY IN RESIDENTIAL AREAS.
4. If you are found to be performing or engaged in any business or commercial activity within this garage, the Village can order the garage to be removed at your cost.
5. Approval of a "Variance for an Oversized Garage" does not guarantee that the Village will issue a Zoning Permit or a building permit. Those are separate processes that must be completed by the applicant.
6. This Variance will expire one year from the date of approval by the Village Board unless a completed building permit application is submitted.

ACKNOWLEDGEMENT

I, John Mastopietro, have requested a variance to construct an over-sized garage at the above indicated parcel. I fully understand that the granting of said variance and any related building permit is done so in accordance with the Code of Ordinances of the Village of Caledonia. I fully understand the Village of Caledonia Code as it relates to oversized structures and understand that I am not allowed to perform or engage in any business or commercial activity within this garage. I further understand that if I am found to be performing or engaged in any business or commercial activity within this garage the Village can order the garage to be removed at my cost.

John Mastopietro 10-26-2020
Date

Date

The variance is hereby issued in accordance with the approval of the Village Board and the applicant may proceed to obtain a building permit.



Village of
CALEDONIA

**ACCESSORY BUILDING PERMIT
APPLICATION**

5043 CHESTER LANE • RACINE, WI 53402
PHONE (262) 835-6420

10404

Permit No. 2020-6416
Parcel No. 22-33-057-040
Receipt No:

Owner's Name John Mastopietro Owner's Email jmastopietro@villageofcaledonia.com

Owner's Mailing Address, City, State & Zip (if different from Project Address) 311 Nicholson Road Phone (262) 909-3671

Contractor Name _____ Contractor Email _____ Phone () _____

Contractor Dwelling Certificate # _____ Exp. Date: _____ Contractor Qualifier # _____ Exp. Date: _____

Contractor Address _____

Project Address: _____ R-3

SETBACKS: Distance from lot lines to structure

Front	Rear	Left	Right	Distance from main building	ESTIMATED BUILDING COST (Required)
		<u>5</u>		<u>710</u>	\$ <u>80,000.00</u>

Structure Size	250 sq. ft. or greater	Walls	Construction Type
Width <u>72</u> ft. _____ in.	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, additional construction documents required, including elevation views.	Studs <u>6</u> x <u>6</u> (<u>8</u> ") O.C.	<input type="checkbox"/> Frame <input type="checkbox"/> Masonry <input checked="" type="checkbox"/> Other <u>post frame</u>
Depth <u>30</u> ft. _____ in.	1,050 sq. ft. or greater	Sheathing _____	
Total Square Footage <u>2160</u>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, an oversized structure variance is required.	Siding _____	
Height:		Masonry _____	
Exterior Wall <u>14</u> ft. _____ in.			
To Ridge <u>19</u> ft. _____ in.			
Overhang <u>1</u> ft. _____ in.			

Foundation	Roof	Door Header	Roof Pitch
<input type="checkbox"/> Reinforced Slab <input type="checkbox"/> Masonry Foundation <input type="checkbox"/> Poured Concrete <input checked="" type="checkbox"/> Pole Building	<input checked="" type="checkbox"/> Gable <input type="checkbox"/> Hip <input type="checkbox"/> Truss <input type="checkbox"/> Rafters: (_____ x _____) <u>N/A</u> (_____ ") O.C. Roofing Material: <u>steel</u>	Opening Size <u>12</u> ft. Header Material & Size: _____	 4' Ft 12ft

The applicant agrees to comply with all applicable codes, statutes and ordinances and with the conditions of this permit; understands that issuance of the permit creates no legal liability, express or implied, on the Department or Municipality; and certifies that all of the above information is accurate. **NO WORK MAY START PRIOR TO THE ISSUANCE OF THE PERMIT.**

CONTACT PERSON (Print) John Mastopietro PHONE: 262-909-3671

SIGNATURE OF APPLICANT [Signature] Date 10-15-2020

NOTE:
Footing, rough framing and final inspections required. 24-HOUR NOTICE FOR ALL INSPECTIONS.
Any electrical, plumbing and/or HVAC work requires separate permits

OFFICE USE ONLY

Information checked to be submitted with application:
 Building Plans & Specification Plat of Survey Erosion Control

34,900 by
20%
= 6980
- 2280
4700
- 5100

2234
2160



Why

I have a building in the city that is in a bad part of the city that I want to sell. So, I need a building to house my tools and cars. It would be nice to have in my back yard close to home.

Neighbors

East: Kabe Curtin ^{3035 Nicholson} 3237 Nicholson Rd. 53126 Franksville, WI

South: Mike Krenzke ^{9226 r} 9300 Northwestern Ave. 53406 Racine, WI

North: Jim Joannon 3205 Nicholson Rd. 53126 Franksville, WI

West: Andrew Kallonback 3108 Nicholson Rd. 53406 Racine, WI

3118

3128