

**VILLAGE BOARD MEETING AGENDA**  
**Monday, February 1, 2021 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: 861 8555 8713 OR**

**ACCESS VIA ONE-TOUCH TELEPHONE IS: tel:+13126266799,, 86185558713# OR**

**ACCESS VIA INTERNET IS: <https://us02web.zoom.us/j/86185558713>**

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. **Resolution 2021-04** – Resolution Authorizing A Police Vehicle Sharing Agreement Between The Village Of Caledonia Police Department And The Village Of Wind Point Police Department
  - B. **Resolution 2021-05** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Development Agreement For The Final Phase Of Auburn Hills Subdivision; Auburn Hills III, LLC, Owner / Nancy Washburn, Agent
  - C. **Resolution 2021-06** – Resolution Authorizing The Revised Emergency Covid-19 Sick Leave Policy
  - D. **Resolution 2021-07** – Resolution Accepting The Proposal From FGM Architects For Architectural Services
  - E. **Resolution 2021-08** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Conditional Use To Construct A 165’ Wireless Communications Tower Facility With 5’ Lighting Rod; At 8451 Ush 41, Verizon Wireless, Applicant, American Transmission Company LLC, Owner
  - F. **Resolution 2021-09** – 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 Audubon Arboretum
  - G. **Resolution 2021-10** – 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 Homestead Acres
  - H. **Resolution 2021-11** – 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 Catlyn Woods
  
9. **New Business**
  - A. Discussion of Potential 2021 General Obligation Borrowings, Including the Refinancing of Existing Debt for Savings
  
10. **Report from Village Administrator**
  
11. **Adjournment**

**Village Board Meeting  
January 18, 2021**

**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 Martin, Trustee Wishau and President Dobbs.

Absent: Trustee Prott was excused.

Staff: Administrator Tom Christensen, Finance Director Kathy Kasper, and Chief Financial Officer Dave Wagner.

**4 - Communications and Announcements**

Reminder that there is a 5PM Special Board meeting on Thursday regarding the Parks.

**5 - Approval of minutes**

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

Village Board – January 4, 2021

Special Village Board – January 4, 2021; January 12, 2021

**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 - \$19,011,144.09

US Bank - \$41,703.17

**8 - Ordinances and Resolutions****8A - Resolution 2021-02 – Resolution Providing for the Sale of \$2,940,000 Taxable General Obligation Promissory Notes**

The Board discussed residual funds left over from the 4-Mile overpass project, the goal is to close the fund and move it into debt service. The Village can use it to defray future debt borrowings.

Motion by Trustee Weatherston to approve Resolution 2021-02. Seconded by Trustee Martin.

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

Motion carried, 6/0.

**8B - Resolution 2021-03 – Resolution Providing for the Sale of \$4,615,000 General Obligation Promissory Notes**

Motion by Trustee to approve Resolution 2021-03. Seconded by Trustee. Motion carried unanimously.

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

Motion carried, 6/0.

**9 – New Business**

None.

**10 – Report from Village Administrator**

Badger Books have been delivered, now all the polls in the Village will have electronic poll books. Training begins next week in preparation for the February 16<sup>th</sup> election.

**11 – Adjournment**

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

Meeting adjourned at 6:10 p.m.

Respectfully submitted,

Joslyn Hoeffert, Deputy Village Clerk

**Special Village Board Meeting  
January 21, 2021**

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

Absent None

Staff/Others: Village Administrator Tom Christensen, Finance Director Kathy Kasper, and Racine County Executive Jonathan Delagrave.

**1. Call the meeting to order.**

President Dobbs called the meeting to order at 5:03 p.m., via ZOOM.

**2. Park Discussion.**

President Dobbs gave a brief overview of the parks in Caledonia, and the improvements that the Park and Recreation Advisory Commission are working on. The Village budgeted for a Parks Manager in the 2021, but discussed the necessity for that position if the County takes over the park. Last year it was suggested that the Joint Park be transferred to Racine County to run as opposed to Mt. Pleasant and Caledonia, but the Racine County Board tabled the proposal for further consideration in the future. As discussed in the past, both Mt. Pleasant and Caledonia would have to approve this transition.

Racine County Executive Jonathan Delagrave was present at the meeting and through his past and present positions has been heavily involved with the Racine County Parks System. Delagrave stated that the location and size of the park, as it sits in the middle of county, would be a good addition to the county park system and any lack of upkeep to the park is a reflection on the community. He felt the County would be able to help the park perform at a higher rate and ultimately get more use in the community. Delagrave is willing to bring this back to the Racine County Board for further consideration and discussion.

There is a Racine County Public Works and Park Commission meeting in February, where the Caledonia Board and staff may attend to discuss any foreseeable challenges. In the meantime, Delagrave requested that the Village work on an agreement to transfer the Joint Park to Racine County. Delagrave will also be speaking to Mt. Pleasant regarding this potential agreement.

There was discussion regarding the Park and Recreation Advisory Committee providing a comprehensive list of repairs that have been done and are pending; they would then meet with a County team to further discuss what has been identified. The Joint Park has made a lot of progress since this was last discussed. The Village will be moving forward with the parking lot repairs, and continued maintenance. Any health and safety issues should be done prior to the potential transfer. Village staff stated that we should continue to be good stewards of the park regardless of who is taking over, there are funds available in the Joint Park that would be turned over to Racine county with the park itself if they were not spent prior.

**3. Adjournment.**

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee Stillman. Motion carried unanimously. Adjourned at 5:27 p.m.

Respectfully submitted,

Joslyn Hoeffert  
Deputy Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>ACH - JAMES IMAGING</b>								
897	ACH - JAMES IMAGING	28613362	VILLAGE COPIER SYSTEM	01/22/2021	1,269.94	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					1,269.94	.00		
<b>ACH - SUPERFLEET</b>								
1730	ACH - SUPERFLEET	EJ994011821	FUEL FOR FD VEHICLES	01/27/2021	540.83	.00		100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					540.83	.00		
<b>ACH - TIAA COMMERCIAL FINANCE, INC.</b>								
1851	ACH - TIAA COMMERCIAL FINA	7855091	PRINTER LEASE	01/13/2021	4,508.07	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - TIAA COMMERCIAL FINANCE, INC.:					4,508.07	.00		
<b>ARAMARK</b>								
128	ARAMARK	1641245500	RUG DELIVERY - VILLAGE HALL	01/27/2021	199.11	.00		100-43-62100 Contracted Services
Total ARAMARK:					199.11	.00		
<b>ASCENSION MEDICAL GROUP</b>								
135	ASCENSION MEDICAL GROUP	163741	DTP DRUG SCREEN DOT	01/04/2021	52.25	.00		100-41-51100 Testing/Physicals
Total ASCENSION MEDICAL GROUP:					52.25	.00		
<b>AURORA HEALTH CARE</b>								
155	AURORA HEALTH CARE	137989	FIRE PRE EMPLOYMENT SCRE	01/10/2021	416.00	.00		100-35-51100 Testing/Physicals
Total AURORA HEALTH CARE:					416.00	.00		
<b>BAYCOM</b>								
183	BAYCOM	SRVCE000000	BT 11 SERVICE ON MOBILE RA	01/26/2021	55.00	.00		100-35-64250 Equipment Repairs & Maintenanc
183	BAYCOM	SRVCE000000	SERVICE FOR RADIO ON E-11	01/26/2021	848.00	.00		100-35-64250 Equipment Repairs & Maintenanc
Total BAYCOM:					903.00	.00		
<b>BELLE CITY FIRE &amp; SAFETY</b>								
196	BELLE CITY FIRE & SAFETY	8364545	Q10 RECHARGE FIRE EXTINGU	01/27/2021	80.95	.00		100-35-64250 Equipment Repairs & Maintenanc
Total BELLE CITY FIRE & SAFETY:					80.95	.00		
<b>BUY RIGHT, INC.</b>								
273	BUY RIGHT, INC.	14873-308431	WASHER FLUID FOR VEHICLES	01/14/2021	60.60	.00		100-30-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	308280	BELTS FOR STATION 12	01/19/2021	7.53	.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
273	BUY RIGHT, INC.	308289	CREDIT FOR WRONG ITEM	01/19/2021	10.49-	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	308567	TIRE VALVES	01/19/2021	4.75	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	309144	BRAKE PADS AND ROTORS FO	01/26/2021	124.12	.00		100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					186.51	.00		
<b>CCB TECHNOLOGY</b>								
2258	CCB TECHNOLOGY	226483	NOV-20; CARES-CT; OFFICE 36	11/25/2020	277.50	.00		200-72-64300 IT Maintenance & Subscriptions
Total CCB TECHNOLOGY:					277.50	.00		
<b>CIVIC SYSTEMS, LLC</b>								
375	CIVIC SYSTEMS, LLC	CVC20337	THIRD AND FINAL INSTALLMEN	01/07/2021	26,541.00	.00		400-00-65160 IT Infrastructure
Total CIVIC SYSTEMS, LLC:					26,541.00	.00		
<b>CLEANCO</b>								
9021	CLEANCO	2904	CLEANING SERVICES JANUAR	01/15/2021	827.00	.00		100-43-62100 Contracted Services
Total CLEANCO:					827.00	.00		
<b>COMPASS MINERALS AMERICA</b>								
391	COMPASS MINERALS AMERICA	747892	BULK ROAD SALT	01/22/2021	21,190.89	.00		100-41-64080 Snow & Ice Materials
391	COMPASS MINERALS AMERICA	748836	BULK ROAD SALT 500TN	01/24/2021	14,707.68	.00		100-41-64080 Snow & Ice Materials
Total COMPASS MINERALS AMERICA:					35,898.57	.00		
<b>COMPLETE OFFICE OF WISCONSIN</b>								
392	COMPLETE OFFICE OF WISCO	853919	MOPS AND ROLL PAPER TOWE	01/19/2021	127.96	.00		100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	853919	OFFICE SUPPLIES	01/19/2021	43.74	.00		100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	856397	ENVELOPES	01/26/2021	36.88	.00		100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	856398	DRAWER ORGANIZERS	01/26/2021	31.28	.00		100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					239.86	.00		
<b>D.W. DAVIES &amp; CO</b>								
437	D.W. DAVIES & CO	1603105	JANITORIAL SUPPLIES	01/26/2021	98.77	.00		100-35-64100 Janitorial Supplies
Total D.W. DAVIES & CO:					98.77	.00		
<b>DIVERSIFIED BENEFIT SERVICES</b>								
525	DIVERSIFIED BENEFIT SERVIC	320750	FLEXIBLE SPENDING ADMINIST	01/19/2021	411.30	.00		100-90-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total DIVERSIFIED BENEFIT SERVICES:					411.30	.00		
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>								
666	FOTH INFRASTRUCTURE & EN	70775	TID #4 FOUR MILE ROAD RECO	01/26/2021	840.00	.00		414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	70779	TID #4 DEBACK SEWER & WAT	01/26/2021	320.00	.00		414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	70781	TID #5 SEWER AND WATER IMP	01/26/2021	2,105.20	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	70782	TID 5 DOMINICAN LIFT STATION	01/26/2021	29,759.90	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	70783	TID 5 CENTRAL LIFT STATION	01/26/2021	11,985.38	.00		415-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					45,010.48	.00		
<b>FRANKSVILLE AUTOMOTIVE LLC</b>								
679	FRANKSVILLE AUTOMOTIVE LL	14563	#218 OIL CHANGE/ENGINE COV	01/15/2021	77.87	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	14567	#214 OIL CHANGE/ENGINE SHI	01/18/2021	77.87	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	14587	#212 OIL CHANGE	01/25/2021	50.57	.00		100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					206.31	.00		
<b>FRANKSVILLE OIL</b>								
680	FRANKSVILLE OIL	349334	DIESEL FUEL	01/26/2021	133.61	.00		100-35-63200 Fuel, Oil, Fluids
Total FRANKSVILLE OIL:					133.61	.00		
<b>HERMAN, RICK</b>								
4021	HERMAN, RICK	940	2 COMMERCIAL PLUMBING INS	01/27/2021	150.00	.00		100-40-62100 Contracted Services
Total HERMAN, RICK:					150.00	.00		
<b>KARL H. SCHNABEL CO. INC.</b>								
1033	KARL H. SCHNABEL CO. INC.	122788	250 - BUSINESS CARDS - TONI	01/15/2021	44.85	.00		100-13-64060 Copying & Printing
Total KARL H. SCHNABEL CO. INC.:					44.85	.00		
<b>KASDORF, LEWIS &amp; SWIETLIK, S.C.</b>								
9039	KASDORF, LEWIS & SWIETLIK,	538940	LEGAL FEES	01/15/2021	210.00	.00		100-90-61000 Professional Services
Total KASDORF, LEWIS & SWIETLIK, S.C.:					210.00	.00		
<b>KONICA MINOLTA</b>								
1090	KONICA MINOLTA	9007409693	DEC-20; HV COPIER USE	12/31/2020	47.20	.00		200-28-64060 Copying & Printing
1090	KONICA MINOLTA	9007409693	DEC-20; HV COPIER USE	12/31/2020	11.80	.00		200-29-64060 Copying & Printing
1090	KONICA MINOLTA	9007427821	DEC-20; ADMIN COPIER USE	01/05/2021	15.13	.00		200-10-64060 Copying & Printing
1090	KONICA MINOLTA	9007427821	DEC-20; ADMIN COPIER USE	01/05/2021	85.71	.00		200-72-64060 Copying & Printing

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total KONICA MINOLTA:					159.84	.00		
<b>KORTENDICK HARDWARE</b>								
1096	KORTENDICK HARDWARE	139455	STA. 12 WATER LINE FOR ICE M	01/19/2021	4.13	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	139480	SUPPLIES FOR STATION 12	01/19/2021	18.50	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	139499	GARDEN KNEELER, MASKS, FIL	01/15/2021	39.97	.00		222-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	139537	PAINT BRUSH	01/18/2021	7.18	.00		222-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	139607	MISC. SUPPLIES	01/20/2021	4.74	.00		222-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	139642	ST. 12 RADIO ROOM PROJECT	01/26/2021	49.48	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	139671	ST. 12 RADIO ROOM PAINT	01/26/2021	94.08	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	139734	PAINTING SUPPLIES	01/27/2021	18.76	.00		100-35-64240 Building Repairs & Maintenance
Total KORTENDICK HARDWARE:					236.84	.00		
<b>LANGE ENTERPRISES, INC.</b>								
1135	LANGE ENTERPRISES, INC.	75066	SIGN SHEETING +ALUM BLACK	01/13/2021	1,318.00	.00		100-41-64090 Road Maintenance Materials
Total LANGE ENTERPRISES, INC.:					1,318.00	.00		
<b>LEAGUE OF WISCONSIN MUNICIPALITIES</b>								
1149	LEAGUE OF WISCONSIN MUNI	82319	CHIEF EXECUTIVES WINTER W	01/12/2021	50.00	.00		100-13-51300 Education/Training/Conferences
Total LEAGUE OF WISCONSIN MUNICIPALITIES:					50.00	.00		
<b>MADELINE ANN GERNHAUSER</b>								
9146	MADELINE ANN GERNHAUSER	BF821482-1	REFUND	12/16/2021	861.00	.00		100-00-45110 Muni Court Fines
Total MADELINE ANN GERNHAUSER:					861.00	.00		
<b>MENARDS RACINE</b>								
1281	MENARDS RACINE	16373	REPLACEMENT LED LIGHT FO	01/19/2021	39.97	.00		100-35-64240 Building Repairs & Maintenance
1281	MENARDS RACINE	16427	MAILBOX WOOD +PARTS	01/27/2021	349.39	.00		100-41-64090 Road Maintenance Materials
1281	MENARDS RACINE	16724	DRAINAGE TUBING FOR ST. 11	01/26/2021	10.18	.00		100-35-64240 Building Repairs & Maintenance
1281	MENARDS RACINE	16887	STATION MAINTENANCE SUPP	01/27/2021	117.02	.00		100-35-64240 Building Repairs & Maintenance
Total MENARDS RACINE:					516.56	.00		
<b>MICHELS GARAGE, INC.</b>								
1321	MICHELS GARAGE, INC.	13584	2016 FORD FOCUS; OIL CHANG	01/18/2021	88.00	.00		200-10-63300 Vehicle Repairs & Maintenance
1321	MICHELS GARAGE, INC.	13585	2018 FORD FOCUS; OIL CHANG	01/18/2021	56.00	.00		200-10-63300 Vehicle Repairs & Maintenance
1321	MICHELS GARAGE, INC.	19653	TOW MED 32	01/26/2021	135.00	.00		230-00-63300 Vehicle Repairs & Maintenance



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total MICHELS GARAGE, INC.:					279.00	.00		
<b>PARAGON DEVELOPMENT SYSTEMS, INC.</b>								
4020	PARAGON DEVELOPMENT SYS	15042588	USB CHARGING PORTS	01/19/2021	432.00	.00		400-11-65030 Equipment
Total PARAGON DEVELOPMENT SYSTEMS, INC.:					432.00	.00		
<b>PAUL CONWAY SHIELDS</b>								
1466	PAUL CONWAY SHIELDS	0469189-IN	BOOTS FOR FF BURKE	01/19/2021	430.00	.00		100-35-64070 Work Supplies
Total PAUL CONWAY SHIELDS:					430.00	.00		
<b>PMA SECURITIES, INC.</b>								
1515	PMA SECURITIES, INC.	INV11782	DISSEMINATION AGENT FEE	01/13/2021	1,000.00	.00		300-00-67400 Other Fiscal Charges
1515	PMA SECURITIES, INC.	INV11784	FINANCIAL ADVISORY FEES FO	01/13/2021	750.00	.00		414-00-61000 Professional Services
1515	PMA SECURITIES, INC.	INV11784	FINANCIAL ADVISORY FEES FO	01/13/2021	750.00	.00		411-00-61000 Professional Services
1515	PMA SECURITIES, INC.	INV11784	FINANCIAL ADVISORY FEES FO	01/13/2021	750.00	.00		413-00-61000 Professional Services
Total PMA SECURITIES, INC.:					3,250.00	.00		
<b>RACINE COUNTY</b>								
1548	RACINE COUNTY	20-CRCHD-18	PRINTING; ANIMAL BITE FORM	01/15/2021	57.03	.00		200-50-64060 Copying & Printing
1548	RACINE COUNTY	20-CRCHD-19	PRINTING; ANIMAL BITE FORM	01/15/2021	90.39	.00		200-50-64060 Copying & Printing
1548	RACINE COUNTY	20-VOC-TB	2020 TAX BILL INSERT AND MAI	01/15/2021	6,635.22	.00		100-14-64060 Copying & Printing
1548	RACINE COUNTY	3181	CARES-TESTING SITE; COUNT	12/31/2020	1,711.44	.00		200-72-62100 Contracted Services
Total RACINE COUNTY:					8,494.08	.00		
<b>RACINE COUNTY LAW ENFORCEMENT ASSOC</b>								
1557	RACINE COUNTY LAW ENFORC	2021-0003	DUES FOR CHIEF	01/19/2021	60.00	.00		100-30-51320 Memberships/Dues
Total RACINE COUNTY LAW ENFORCEMENT ASSOC:					60.00	.00		
<b>RDS TRUCK SERVICE INC.</b>								
1603	RDS TRUCK SERVICE INC.	00049596	WATER PUMP KIT #22	01/15/2021	503.33	.00		100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00049609	ALTERNATOR AND BELT	01/18/2021	283.02	.00		100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00049633	STARTER RELAY #14	01/24/2021	49.64	.00		100-41-64250 Equipment Repairs & Maintenanc
1603	RDS TRUCK SERVICE INC.	00049636	STARTER #14	01/24/2021	409.57	.00		100-41-64250 Equipment Repairs & Maintenanc
1603	RDS TRUCK SERVICE INC.	00049644	COOLANT FILTER	01/27/2021	27.46	.00		100-41-64250 Equipment Repairs & Maintenanc
Total RDS TRUCK SERVICE INC.:					1,273.02	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>RELIANT FIRE APPARATUS</b>								
1619	RELIANT FIRE APPARATUS	C1002642	Q-10 OVERFLOW REPAIR	01/26/2021	83.82	.00		100-35-63300 Vehicle Repairs & Maintenance
Total RELIANT FIRE APPARATUS:					83.82	.00		
<b>ROSE PEST SOLUTIONS</b>								
1701	ROSE PEST SOLUTIONS	2696757	PEST CONTROL - JT PARKS BU	01/23/2021	50.00	.00		222-00-64240 Building Repairs & Maintenance
Total ROSE PEST SOLUTIONS:					50.00	.00		
<b>SME SEASONAL SERVICES LLC</b>								
1813	SME SEASONAL SERVICES LL	5684	PLOW & SALT SERVICES (JAN.	01/18/2021	337.50	.00		100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	5705	PLOW & SALT SERVICES (JAN.	01/23/2021	337.50	.00		100-43-62100 Contracted Services
Total SME SEASONAL SERVICES LLC:					675.00	.00		
<b>South Shore Heating AC &amp; Hydronic</b>								
9151	South Shore Heating AC & Hydro	1166130459	REPAIR HVAC IN CHIEF'S OFFI	01/20/2021	2,950.00	.00		100-30-64240 Building Repairs & Maintenance
Total South Shore Heating AC & Hydronic:					2,950.00	.00		
<b>SQUARE ONE HEATING &amp; COOLING</b>								
1840	SQUARE ONE HEATING & COO	I28097	HVAC MAINTENANCE - VILLAG	01/20/2021	1,250.00	.00		100-43-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:					1,250.00	.00		
<b>STRYKER SALES CORPORATION</b>								
8	STRYKER SALES CORPORATIO	3254407M	ANNUAL MAINTENANCE FOR 4	01/19/2021	4,651.20	.00		100-35-64250 Equipment Repairs & Maintenanc
Total STRYKER SALES CORPORATION:					4,651.20	.00		
<b>TAX REFUND VENDORS</b>								
8997	TAX REFUND VENDORS	042210019000	2020 TAX REFUND PARCEL #04	01/26/2021	5,621.31	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042214081000	TAX REFUND PARCEL #0422140	01/28/2021	5,601.92	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042219008290	2020 TAX REFUND PARCEL #04	01/26/2021	1,568.94	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042226012000	2020 TAX REFUND PARCEL #04	01/26/2021	22.00	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042233310160	TAX REFUND PARCEL #0422333	01/28/2021	300.00	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042233313278	2020 TAX REFUND PARCEL #04	01/26/2021	165.18	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042236074000	2020 TAX REFUND PARCEL #04	01/26/2021	3,803.27	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042308061000	2020 TAX REFUND PARCEL #04	01/26/2021	3,044.50	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042308115000	2020 TAX REFUND PARCEL #04	01/26/2021	1,222.98	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042308338000	2020 TAX REFUND PARCEL #04	01/26/2021	2,377.95	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042317126000	2020 TAX REFUND PARCEL #04	01/26/2021	1,275.02	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042317132000	2020 TAX REFUND PARCEL #04	01/26/2021	186.98	.00		290-26630-000 Advanced Tax Collections

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
8997	TAX REFUND VENDORS	042317656280	2020 TAX REFUND PARCEL #04	01/26/2021	4,937.65	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042318092000	TAX REFUND FOR PARCEL 042	01/28/2021	40.00	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042318208040	2020 TAX REFUND PARCEL #04	01/26/2021	2,862.34	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042320095190	2020 TAX REFUND PARCEL #04	01/26/2021	5,493.76	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042321318000	2020 TAX REFUND PARCEL #04	01/26/2021	147.27	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042321355000	2020 TAX REFUND PARCEL #04	01/26/2021	928.52	.00		290-26630-000 Advanced Tax Collections
8997	TAX REFUND VENDORS	042328045530	2020 TAX REFUND PARCEL #04	01/26/2021	5,436.68	.00		290-26630-000 Advanced Tax Collections
Total TAX REFUND VENDORS:					45,036.27	.00		
<b>TRANSUNION RISK AND ALTERNATIVE</b>								
2007	TRANSUNION RISK AND ALTER	781849-202011	NOVEMBER CHARGES FOR TL	12/01/2020	79.20	.00		100-30-62100 Contracted Services
2007	TRANSUNION RISK AND ALTER	781849-20201	DECEMBER CHARGES FOR TL	01/01/2021	50.00	.00		100-30-62100 Contracted Services
Total TRANSUNION RISK AND ALTERNATIVE:					129.20	.00		
<b>TRAVIS OR REBECCA DOVE</b>								
9150	TRAVIS OR REBECCA DOVE	6002052	DOVE - DEVELOPERS DEPOSIT	01/20/2021	1,918.15	.00		100-23163-026 Dove, Travis + Rebecca
Total TRAVIS OR REBECCA DOVE:					1,918.15	.00		
<b>TYLER TECHNOLOGIES</b>								
2024	TYLER TECHNOLOGIES	060-11836	PROJECT #13689 2020/2021 SE	11/12/2020	8,696.58	.00		100-90-62100 Contracted Services
Total TYLER TECHNOLOGIES:					8,696.58	.00		
<b>ULINE</b>								
2030	ULINE	128675312	BOXES FOR EVIDENCE AND ST	01/07/2021	56.73	.00		100-30-64070 Work Supplies
2030	ULINE	48410681	CLINIC SUPPLIES; GOWNS	01/15/2021	102.10	.00		200-70-64070 Work Supplies
2030	ULINE	48634671	CLINIC SUPPLIES & OFFICE CO	01/19/2021	43.03	.00		200-70-64030 Office Supplies
2030	ULINE	48634671	CLINIC SUPPLIES & OFFICE CO	01/19/2021	178.72	.00		200-70-64070 Work Supplies
Total ULINE:					380.58	.00		
<b>VON BRIESEN &amp; ROPER SC</b>								
2091	VON BRIESEN & ROPER SC	342461	ERIE ST. PROFESSIONAL SERV	01/14/2021	5,100.00	.00		415-00-61000 Professional Services
Total VON BRIESEN & ROPER SC:					5,100.00	.00		
<b>WEST ALLIS BLUEPRINT</b>								
2127	WEST ALLIS BLUEPRINT	151244	CANNON CONTRACT AND INK	01/18/2021	97.29	.00		100-43-62100 Contracted Services
Total WEST ALLIS BLUEPRINT:					97.29	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>WI DEPT OF JUSTICE-TIME</b>								
2142	WI DEPT OF JUSTICE-TIME	455time-00000	QUARTERLY TIME ACCESS	01/10/2021	600.75	.00		100-30-62100 Contracted Services
2142	WI DEPT OF JUSTICE-TIME	455TIME-1013	ETIME SERVICES	01/10/2021	375.00	.00		100-32-64070 Work Supplies
Total WI DEPT OF JUSTICE-TIME:					975.75	.00		
<b>WISCONSIN DEPT OF TRANSPORTATION</b>								
2168	WISCONSIN DEPT OF TRANSP	395-00002023	HOODS CREEK RD BILLING PE	01/13/2021	28,599.56	.00		400-40-65120 Hoods Creek Bridge
Total WISCONSIN DEPT OF TRANSPORTATION:					28,599.56	.00		
Grand Totals:					236,159.65	.00		

Dated: \_\_\_\_\_

Village President: \_\_\_\_\_

Village Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Village Clerk: \_\_\_\_\_

**RESOLUTION NO. 2021-04**

**RESOLUTION AUTHORIZING A POLICE VEHICLE SHARING AGREEMENT  
BETWEEN THE VILLAGE OF CALEDONIA POLICE DEPARTMENT AND THE  
VILLAGE OF WIND POINT POLICE DEPARTMENT**

Pursuant to Wis. Stat. § 66.0301, this agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 2021, by and between the Village of Caledonia Police Department (the “Provider”) and the Village of Wind Point Police Department (the “Borrower”) (collectively, the “Parties”) for the sharing of a police vehicle(s) (the “Equipment”).

WHEREAS, the PARTIES are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of Wisconsin, and their respective Municipal Codes.

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the vehicle sharing will occur.

WHEREAS, the Village of Caledonia Police Department recognizes that the Village of Wind Point Police Department is currently allotted only one (1) police vehicle, and the Village of Wind Point is seeking to develop a contingency plan should their patrol vehicle become inoperable or otherwise temporarily unavailable for patrol usage.

WHEREAS, subject to the availability of an authorized vehicle, the Village of Caledonia Police Department agrees to allow the Village of Wind Point Police Department to temporarily utilize an unmarked Village of Caledonia Police vehicle.

WHEREAS, The PARTIES, desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW, THEREFORE, in consideration of the mutual benefits of regional law enforcement, acknowledged and received, it is mutually agreed by and between the PARTIES as follows:

1. The term of this Agreement shall be for a period of two (2) years from the date of execution. Upon mutual agreement of all Parties, this Agreement may be extended for three additional one-year periods.
2. This Agreement shall be in full force and in effect with the approval of an ordinance or resolution by the Village of Caledonia and the Village of Wind Point in the manner provided by law, and in the signing of this agreement by the Village Presidents and the comptrollers or clerks, as applicable.
3. Equipment shared under this agreement shall be used by Borrower’s employees to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose,

with ordinary care and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement. The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record.

4. The borrowing agency will be responsible for the pickup and return of said vehicle. Upon return of the vehicle, any fuel levels will be returned to the level at the time of pick up.
5. **Inspections.** Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again at the time of turn-in.
6. **Maintenance Checks.** Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks, and daily pre-trip inspections.
7. **Contact Person.** Each party agrees to appoint a person or persons to act as a liaison to serve as the contact for each usage request, all inspections, and to otherwise facilitate the orderly and efficient distribution of equipment sharing requests and related information. Contacts by agency are as indicated below:
  - Village of Caledonia Police Department – Chief of Police Christopher Botsch or Designee
  - Village of Wind Point Police Department – Chief of Police Rick Von Drasek or Designee
8. **Borrower Responsibility for Damage.** Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period.
9. In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the other party's insurance carrier. If the reimbursement is greater than eighty percent of the retail market value prior to the damage, Borrower shall give the entire amount of the reimbursement to Provider, minus amounts, if any, already paid to Provider by Borrower or Borrower's insurance.
10. During the term of this agreement, each party will keep in force, at its own expense, insurance requirements. The Borrower will add the Provider as an "additional insured" for insurance purpose. The Borrower will provide a certificate of insurance to Provider at the request of the Provider.
11. Each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential

damages to another Party arising out of providing or using equipment, services or labor under this Agreement.

12. Any Party may terminate this Agreement for any reason by giving thirty (30) days prior written notice to all other Parties. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the User.
13. In case one or more of the provisions contained in the Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as such invalid, illegal or unenforceable provision had never been contained herein.

This agreement shall be governed and construed in accordance with the law of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of February 2021.

**Village of Caledonia**

By: \_\_\_\_\_  
James R. Dobbs, President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Deputy Village Clerk

**Village of Wind Point**

By: \_\_\_\_\_  
Susan Sanabira, President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Village Clerk

**RESOLUTION NO. 2021-05**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A DEVELOPMENT AGREEMENT FOR THE FINAL PHASE OF AUBURN HILLS SUBDIVISION; AUBURN HILLS III, LLC, OWNER / NANCY WASHBURN, AGENT**

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

**WHEREAS**, the Village previously approved a plat for Auburn Hills Subdivision;

**WHEREAS**, the subdivision has been developed in phases and this phase includes 26 lots in the subdivision and will be the final phase of the subdivision.

**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 Auburn Hills III, LLC as set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and approved, and the Village President and Village Deputy 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 February, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Village Deputy Clerk



## **DEVELOPMENT AGREEMENT**

### **26 LOT Final PHASE OF AUBURN HILLS SUBDIVISION**

**THIS DEVELOPMENT AGREEMENT, (the “Agreement”)**, effective as of the date last executed by any Party hereto, is made and entered into by and between **AUBURN HILLS III, 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 26 parcels of real property previously platted in the “Auburn Hills” subdivision (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, and which is legally described and depicted on the attached **Exhibit**

**A.**

C. The Village has previously approved, subject to conditions, the final plat of “Auburn Hills,”

being a subdivision that includes the Property (“the Subdivision”), 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 roads and other improvements on the Property.

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

E. Once constructed by the Contractor and upon acceptance by the Village and the District, the ownership of the Subdivision 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 Subdivision 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 final phase of the Subdivision is comprised of 26 lots and does not include any other phases or lots in the Subdivision.

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 Subdivision 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 Property within a reasonable time.

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

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

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

2. **Definitions.**

*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, Public Roads, including any required curb and gutter, Storm Water Utilities and the Subdivision System.

*Public Roads* shall mean all public rights-of-way to be built on the Property, including any required curb and gutter.

*Property* shall mean this final 26 lot phase of Auburn Hills Subdivision as set forth on **Exhibit A**.

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

*Subdivision System* shall mean the sanitary sewerage system and the watermain system in the Subdivision 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 on the Property 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 on the Property. 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 on the Property.

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 an individual home on the Property shall

be paid at the time a building permit for the construction of said home 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 Improvements, including Plans for the Public Roads, the Subdivision System as further described under Section 7 of this Agreement, and Storm Water Utilities as shown on the approved **Exhibit A** to this Agreement. The Village and the Utility District have previously approved the plans for the Public Improvements prepared by SEH, Inc. and dated and stamped by a professional engineer on February 19, 2019 which are incorporated herein by reference (the "Plans"). The design and Plans of the Public Improvements, Public Roads, Subdivision System and Storm Water Utilities shall conform to the Village's minimum standards for public utilities and public roads then in effect unless otherwise agreed to in writing by the Developer and the Village, and such plans and specifications shall be submitted to and approved by the Village. In the event of any conflict between the minimum design standards in the Village's Code of Ordinances and the requirements of this Agreement, the more restrictive shall control except as expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of the Public Improvements.

(b) **Storm Water Utilities and Subdivision System Construction.** Developer's design engineer shall stake the location of the Storm Water Utilities and Subdivision System prior to construction. Developer shall be responsible for constructing the Storm Water Utilities and Subdivision System at Developer's expense and per the approved Plans. 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 Subdivision System utilizing granular backfill, as set forth in the approved Plans and as required by Village ordinances. The recorded Subdivision Plat is conditioned upon (i) the Village's acceptance of the

Subdivision's Public Improvements, (ii) the Property (and the lots 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 lots in said Property.

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

(c) **Public Roads Construction.** After acceptance of the Storm Water Utilities and Subdivision System by the Village, the Developer and Contractor shall thereafter construct, at Developer's expense, the Public Roads, except asphaltting, in compliance with applicable Village standards and ordinances for public roads. When such construction, except asphaltting, has been completed by the Developer and Contractor, inspected, tested and approved by the Village Director of Public Works, and after all lien waivers for the portion of the Public Roads constructed by the Developer have been provided to the Village, the Village shall accept such construction, subject to maintenance guarantees then provided in the Village ordinances, this Agreement and such other guarantees as the Village Board may deem reasonably necessary to protect the Village in the event that there is an identified deficiency in the construction that warrants a longer guarantee time period. It is anticipated that the construction of the Public Roads as described herein, except for surface asphaltting, shall be completed during 2021. If the construction thereof is delayed, the Developer and Contractor shall be responsible for the maintenance, plowing, regrading and reshaping of the Property's Public Roads at the Developer's expense prior to the asphaltting work being done in accordance with Village's duly-bid public road work (annual paving program) contract. After the Developer's construction of the base course of the Public Roads is approved and accepted by the Village, the Village's asphaltting contractor shall

fine grade the stone base and install four and one-half (4 ½) inches of binder asphalt, in two (2) layers per the specifications of the Village Director of Public Works, on all the Public Roads within the Property that the Developer and Contractor are required to construct hereunder. The Village Director of Public Works shall inspect such work for compliance with Village ordinances and if such work complies, shall accept such work which shall constitute "substantial completion" in accordance with Sec. 236.13, Wis. Stat.

The surface asphalt and final work necessary to complete the Public Roads shall not be done until after the Property has been at least 95% developed, meaning 95% of the lots located on the Property have received occupancy permits and all required Public Improvements have been installed and approved by the Village. Provided, however, if the Property is not 95% developed within two (2) years after installation and acceptance of the binder course of asphalt, then the surface course of asphalt and the final work necessary to complete the Public Roads shall be installed and completed in accordance with the following schedule and upon authorization to proceed from the Village Director of Public Works:

- a. If the two (2) year period expires in the months of January to May, then no later than November 1<sup>st</sup> of the year prior to the year of expiration.
- b. If the two (2) year period expires in the months of June to September, then no later than June 1 in the year of expiration.
- c. If the two (2) year period expires in the months of September to December, then no later than September 1 in the year of expiration.

Prior to installation of the surface course of asphalt, the Village Director of Public Work shall inspect the Public Roads to determine whether any patching and repairs of the previously completed construction of the Public Roads is necessary. When authorized to install the surface course of asphalt by the Village's Director of Public Works, the Village's asphaltting contractor shall perform any patching and repairs deemed necessary by the Village Director of Public Works, 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 Public Roads except for manhole and water box adjustments on the Public Roads. Developer agrees that it is financially responsible for the cost of installation and construction of the asphalt binder and surface courses, but the Village shall be responsible to perform such work, either directly or through contracted third parties, in accordance with the Village Ordinances. Developer and Contractor shall also abide by the provisions of Resolution 2000-26, relating to street barricades, which is incorporated herein by reference.

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 Subdivision System shall then be constructed and done in strict compliance with the Plans approved by the District's engineers.

(b) **Full Inspections.** The Construction 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 Subdivision 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 Subdivision 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 Subdivision 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 Subdivision 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 remedied 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 Subdivision System and Public Roads and upon the Village and the District then accepting the same in writing, the ownership of the Subdivision System and Public Roads 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 Subdivision System and Public Road 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 Public Roads and the portion of the Subdivision System located in the dedicated Village rights-of-way, and if necessary, any easements described below in Section 7(g); and
- 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 public right-of-way and/or outside of any Village/District 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 Subdivision System and Public Roads 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 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 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; and

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 Subdivision System at its then-existing stage of completion; and/or

ii) Removal of part or all of the Subdivision System and restoration of the disturbed areas of the Property.

(g) **Grant of Easements.** If for some reason any portion of the Subdivision 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 Property, 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 Subdivision System for the purpose of installing, operating, using, maintaining, modifying, improving, repairing, and/or replacing the Subdivision 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 Subdivision 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 Subdivision 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.) The Developer shall provide, and no building permits for lots within the Property 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 on the Property and the lots in this phase. The Developer shall provide these documents in a format acceptable to the Village Director of Public Works.

(h) **Manhole/Valve Box Adjustment Costs.** In addition to any other monies payable by the Developer to the District under this Agreement, the Developer shall pay to the District the following one-time fees: (i) a fee of five hundred dollars (\$500.00) for each manhole that will be constructed and installed by the Developer and/or Contractor as a part of the Construction Project, and (ii) a fee of fifty dollars (\$50.00) for each valve box that will be constructed and installed by the Developer and/or Contractor as a part of the Construction Project to be finished by the Village's Utility District.

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. 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 outlot located on the Property shall be completed prior to the issuance of any building permits for lots 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 D**, including any detention or retention basins if applicable. Such maintenance shall include the control of weed and algae growth. Each lot in the subdivision is encumbered or subject to certain restrictive covenants (the "Restrictive Covenants") that were previously recorded with the Racine County Register of Deeds. The Restrictive Covenants provide that each lot owner in the Subdivision is a member of the Auburn Hills Homeowner's Association, Inc. (the "Homeowner's Association"), a nonstock Wisconsin corporation, and that as each lot is sold by the Developer, the Homeowner's Association becomes liable and responsible to perform the proper maintenance of the storm water easements that is assigned to each lot owner by the Restrictive Covenants. Accordingly, as to each lot located on the Property, the Developer's liability and responsibility for proper maintenance of the storm water easements shall continue until such time as the lot is conveyed to a third party, and when all lots located on the Property have been so conveyed, the Developer shall have no further liability or responsibility for proper maintenance of the storm water easements (provided, however, that the Developer shall continue to have any 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 Restrictive Covenants and any written directive for corrections or maintenance from the

Village.

(c) **Grant of Easements.** The Developer will grant to the Village an easement for the purpose of maintaining and repairing the Storm Water Utilities located on the Property. 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 Restrictive Covenants: (i) the Developer, (ii) any subsequent owner of any lot within the Property, or (iii) the Homeowner's 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 lot within the Property that is assigned responsibility for such drainage facility, all as provided in Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village ordinances.

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

(a) **Public Improvements Costs and Security.** In order to secure Developer's satisfactory completion of the Public Improvements including, but not limited to, the Storm Water Utilities, Public Roads and Subdivision 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 \$1,180,808.46 (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 B** which is incorporated herein by reference. Developer has opted to post a cash deposit (the “Cash Deposit”) for the cost of the binder and surface course of asphalt plus 10%. The Village shall use the Cash Deposit to pay the costs of the binder and surface course of asphalt to be installed by the Village’s asphaltting contractor. The amount of the Cash Deposit is set forth on **Exhibit B**. Developer shall post the Security and Cash Deposit 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 each of (i) the Storm Water Utilities and Subdivision System, and (ii) the Public Road’s stone course (e.g. installation of the subgrade and preparation for the binder course of asphalt), the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work upon receipt by the Village of lien waivers, as shown on **Exhibit B**. Releases of the Security shall be accomplished incrementally as portions of the work are completed and accepted by the Village. Thereafter, no additional portion of the Security shall be released until Substantial Completion satisfactory to the Village of the binder course of asphalt on the Public Road. The Village will pay the asphaltting costs from the Cash Deposit and send a copy of the invoice to Developer for the asphaltting work completed by the Village’s contractor for its records. After the binder course is completed and invoices have been paid for the binder course, only that portion of the Security necessary to secure completion of the remaining Public Improvements work, excluding the cost for surface asphaltting, plus 10% of the original Security total, shall be retained by the Village as security for an additional fourteen (14) months to secure the Developer’s obligations during the Guaranty Period and to ensure completion of the remaining Public Improvements. In 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 an additional 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.

The Cash Deposit for the construction of the Public Road, including for the binder and surface asphalt, shall include a 10% contingency amount which the Village may utilize for repair and maintenance of the Public Roads, as well as for additional amounts needed to complete the asphaltting of the streets if the Developer does not perform, after notice, its repair, maintenance and/or reconstruction responsibilities during the Guaranty Period. In the event any such fund is inadequate to pay for such work, the Developer, upon written demand by the Village, shall pay to the Village any such deficiency. In addition to any other remedies the Village may have, the Village shall be entitled to impose a special assessment against the Property in the Subdivision for any such deficiencies not paid by the Developer in accordance with Section 33 of this Agreement.

If Developer fails to complete the Public Improvements, not including the surface course of asphalt, within six months after initial staking, the Village shall draw on the Security and Cash Deposit without further notice to Developer to complete the remaining Public Improvements.

(b) **Guaranty.** Developer shall warrant and guarantee the Public Improvements (except for the Subdivision System which has a separate guaranty period under Section 7(c) of this Agreement) in good condition and in compliance with the Village's standards and specifications for a minimum period of two (2) years after acceptance of the base course of asphalt or until the installation of the surface course of asphalt, whichever period of time is greater (the "Guaranty Period"). After the surface course is installed and accepted, the Developer shall be liable for all maintenance (except snow plowing) and repair of the Public Roads, shoulders and curb and gutter for a period of one (1) year (the "Road Maintenance and Repair Guaranty Period"). The Village Board may extend the Road Maintenance and Repair Guaranty Period to the extent

necessary to complete any maintenance and repairs that the Village may require during the one (1) year Road Maintenance and Repair Guaranty Period or if reasonably necessary to ensure that the Public Roads, shoulders, and curb and gutter are stable. In the event any defect(s) is discovered in the Public Roads, shoulders or curb and gutter during the one (1) year Road Maintenance and Repair Guaranty 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 sooner requires the remedied work to be done 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.

If the Guaranty Period is extended beyond the length of the letter of credit, another letter of credit shall be tendered (or the existing one renewed upon the mutual agreement of the Developer and the Village) to the Village as a replacement for the remaining length of the Guaranty Period. Notwithstanding the foregoing, the Road Maintenance and Repair Guaranty Period shall include the time period between acceptance of the binder course of asphalt and installation and acceptance of the surface course of asphalt. The Guaranty Period and the Road Maintenance and Repair Guaranty Period shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Public Improvements. The Village may apply any or all retained Security and/or Cash Deposits during the guaranty periods toward the costs of any necessary repairs of the Public Improvements if Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. The Parties recognize that the Guaranty Period lasts longer than 14 months and if the Developer does not directly or adequately perform,

after notice, its repair and maintenance responsibilities under this Agreement and the Village takes action to perform the repair and maintenance, the Developer shall reimburse the Village for costs incurred in doing so within thirty (30) days after written notice of such costs. If Developer fails to reimburse the Village for such costs, including but not limited to actual attorney's fees and costs, engineering fees and costs, and administrative costs, in addition to any other remedies the Village may have, the Village shall be entitled to specially assess its costs against the Property in accordance with Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village ordinances.

(c) **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. **Outlot Restrictions.** Pursuant to the Restrictive Covenants, the original developer of the Subdivision previously agreed to restrict the use of the outlots, and require the maintenance and protection of the outlots. The outlots located on the Property are subject to the Restrictive Covenants and the easement agreement required under Section 8(c) above. Developer shall ensure that the outlots located on the Property comply with the Restrictive Covenants and said easement agreement prior to transferring responsibilities for said outlots to the Homeowner's Association. Thereafter, the Homeowner's Association shall be responsible for the maintenance and management of the outlots. The Village shall have no ownership interest in, nor any responsibility, for the outlots except to the extent necessary to exercise its easement rights to ensure proper maintenance of any drainage facilities by the Homeowner's Association.

11. **Street Lights.** The Developer shall be liable for the costs of purchasing and installing ornamental 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 lights to be permitted, shall be submitted to the Village's Director of Public Works for approval, is incorporated herein by reference. The installation, maintenance, and repair costs of the street lights shall be the sole responsibility of the Developer until the streets are 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 and **\$900.00** per light for each ornamental street 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 within or adjacent to the Property. Pavement markings, if any, may include stop lines at intersections, striping for right turn lanes, and any other pavement markings required by the Village's 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 Lots.** 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 Subdivision plat until the following have occurred: (1) this Agreement is executed and recorded; 2) all Security has been deposited with the Village (by such time as is herein provided); (3) the Storm Water Utilities and Subdivision System have been installed and accepted by the Village; and (4) all Public Roads, except asphaltting, have been constructed in accordance with the terms of the Village's subdivision ordinance, the Village standards for construction of streets and highways, other applicable Village ordinances, and this Agreement.

14. **Sewer and Water.** The approval of the plat of the Subdivision was conditioned upon the Subdivision 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 Property 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 lot 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 Subdivision Public Improvements. In addition, the Developer agrees to reimburse the Village for its costs related to the Property including costs incurred by the Village to review conceptual, preliminary and final plans associated with the Property and to review, revise

and/or draft any agreements, easements, deed restrictions or other documents associated with the Property. Such costs shall also include the costs of Village's retained engineers, attorneys, inspectors, agents, and subcontractors. Developer understands that legal, engineering, and all other consultants retained by the Village are acting exclusively on behalf of the Village and not Developer. Developer entered into a 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 predevelopment 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 previously made a cash payment to the Village for the Subdivision's land division fees at the time the Auburn Hills Plat was recorded.

17. **Utilities and Utility Laterals.** Developer is responsible for all costs associated with all private utilities servicing the Property including, without limitation, the cost of underground installation of cables, wires, pipes, laterals, etc. for electric, gas, telephone, and cable television services, if any. Developer shall fully restore, at its expense, any Village right-of-way that has been disturbed due to its installation of

utilities, lighting or landscaping. The Village shall not take ownership of any utility laterals.

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 the Village's engineer, at the Developers expense. 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 Lot Construction.** Until the Public Improvements, except the surface course of asphalt, provided herein to be installed to service the Property 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 lots in the Property; provided, however, that building permits may issue as to lots fronting on streets within the Property if the binder course for the streets has been installed and accepted by the Village. Furthermore, in the sole discretion of the Village's Director of Public Works, building permits may issue prior to the installation and acceptance of the binder course if there are any delays that occur in paving after acceptance of the base road construction. The intent of the foregoing provision is to not delay building permits due to unforeseen delays in paving by the Village's paving contractor. If paving delays extend into winter, then the Developer shall be responsible for plowing of the snow through the winter months on the portion of

the Village's rights-of-way that are unpaved. Construction activities related to improvements upon any lot shall not spill over or occur on any outlot within the Property, except for construction activities contemplated or provided for in the landscape plan for the outlot. Finished yard grades and grading plans must be approved by the Village's Director of Public Works before construction may commence and the lot 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. **Street Trees.** In the Restrictive Covenants, the Developer required the planting of one to two trees per lot or building of a species approved by the Village and of at least two inches in diameter measured at six inches above the top of the root ball. The trees shall be planted and maintained by the lot owner in the area adjacent to the Village's right-of-way in accordance with a tree planting plan previously approved by the Village. A mixture of trees shall be chosen from an approved list provided by the Village.

25. **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.

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

27. **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.

28. **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 Subdivision 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 Subdivision 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.

29. **Indemnification for Environmental Contamination.** The Developer, Contractor or Homeowner's 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 Homeowner's 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.

**30. 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, 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) **Homeowner's Association Insurance.** The Homeowner's Association shall provide liability insurance for the outlots, and the Restrictive Covenants shall contain a covenant governing this requirement.

**31. Special Assessments.** Developer agrees, for itself and its successors in interest in the Property, that the Property is specially benefitted by this Agreement and by the Public Improvements provided for by this Agreement. If Developer and/or the Homeowner's 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.

**32. 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;
- 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 for so long as they have continuing obligations and responsibilities under the express terms of this Agreement, 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 Homeowner's 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 any lots in the Property. The Homeowner's Association has been created and is in existence and will assume such obligations hereunder. Attached as **Exhibit C**, and incorporated herein by reference, are the "Restrictive Covenants."

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



the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address or both:

To Developer:

Auburn Hills III, LLC  
c/o Raymond Leffler  
8338 Corporate Drive  
Racine, Wisconsin 53406  
Fax: 262-898-1341

To the Village and Utility District:

Village Clerk  
Village of Caledonia  
5043 Chester Lane  
Racine, Wisconsin 53402  
Fax: 262-835-2388

And to:

Director of Public Works  
Village of Caledonia  
5043 Chester Lane  
Racine, Wisconsin 53402  
Fax: 262-835-2388

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

1. **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 either 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 Subdivision 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.

**AUBURN HILLS III, LLC**

By: \_\_\_\_\_  
Raymond C. Leffler, Member

STATE OF WISCONSIN )

) SS:

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021,  
\_\_\_\_\_ of Auburn Hills III, 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, WI  
Print Name : \_\_\_\_\_  
My commission: \_\_\_\_\_



**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
  
Village Clerk

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, James R. Dobbs and \_\_\_\_\_, Village President and Village Clerk of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

\_\_\_\_\_  
Notary Public, Racine County, WI

Name: \_\_\_\_\_

My Commission: \_\_\_\_\_

VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT and the VILLAGE OF CALEDONIA WATER UTILITY DISTRICT

By: \_\_\_\_\_  
Howard Stacey  
President

Attest: \_\_\_\_\_  
Secretary

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Howard Stacey and \_\_\_\_\_, President and Secretary of the Village of Caledonia Sewer Utility District and the Village of Caledonia Water Utility District, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Districts.

\_\_\_\_\_  
Notary Public, Racine County, WI

Name: \_\_\_\_\_

My Commission: \_\_\_\_\_

REESMAN’S EXCAVATING & GRADING, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
Secretary

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, \_\_\_\_\_ and \_\_\_\_\_, President and Secretary of the Reesman’s Excavating & Grading, Inc., to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.

Notary Public, Racine County, WI

Name: \_\_\_\_\_

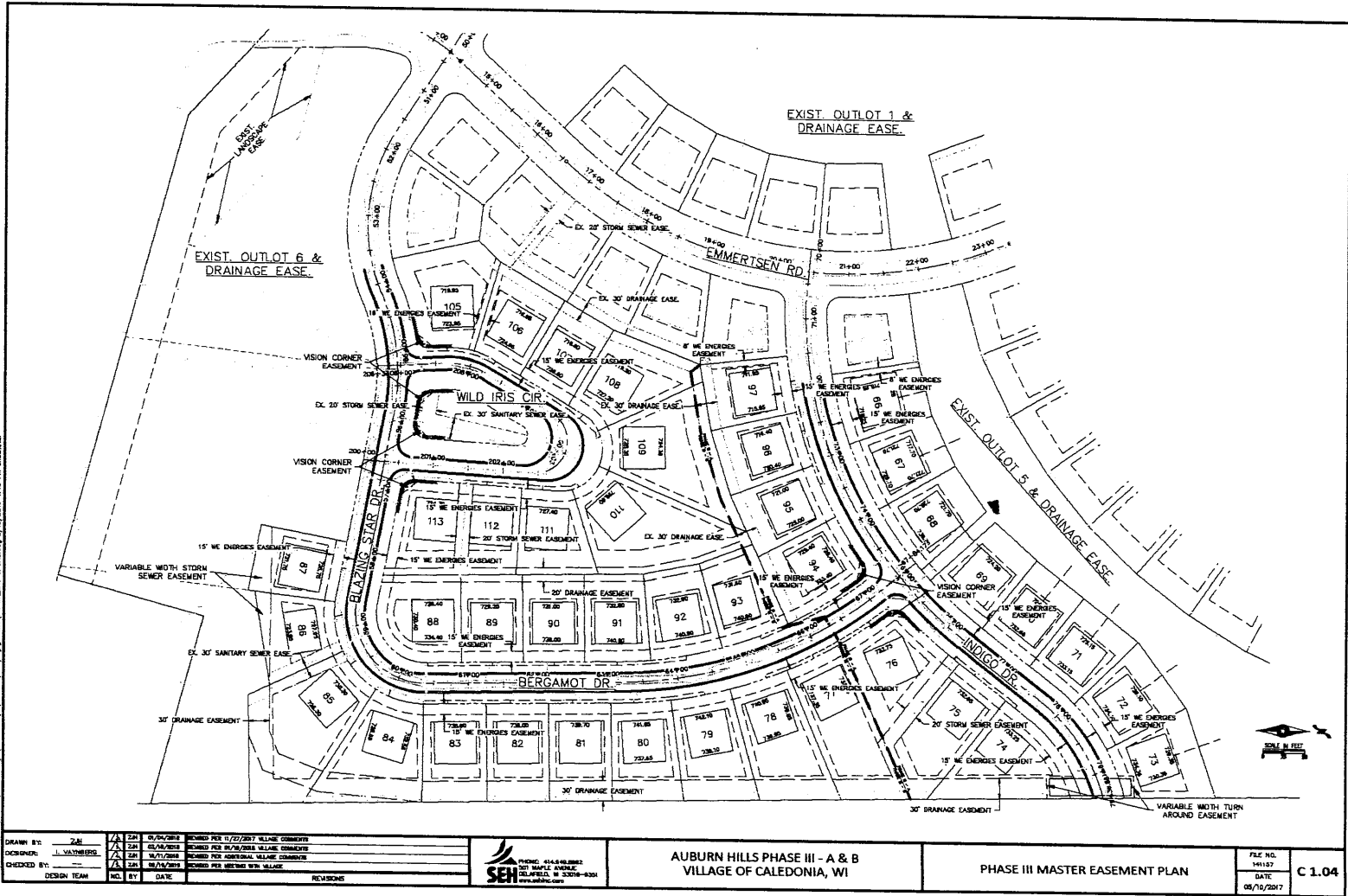
My Commission: \_\_\_\_\_

- Exhibit A: Legal Description of Property and Subdivision Exhibit
- Exhibit B: Public Improvements Cost Estimate
- Exhibit C: Restrictive Covenants
- Exhibit D: Storm Water Easement and Maintenance Agreement

770272.042



**Exhibit A – Legal Description**  
**Master Easement Exhibit for Auburn Hills Phase III**



G:\P\A\AUBURN\PHASE III\A - Legal Description\Auburn Hills Phase III - Master Easement Exhibit.dwg, 2/10/2017, 11:15 AM, J. VanNieuwenhuizen

DESIGNED BY:	J. VAN NIEUWENHUIZEN	DATE:	02/14/2017	REVISION:	
CHECKED BY:	J. VAN NIEUWENHUIZEN	DATE:	02/14/2017	REVISION:	
DESIGN TEAM:		DATE:		REVISION:	



**AUBURN HILLS PHASE III - A & B**  
**VILLAGE OF CALEDONIA, WI**

**PHASE III MASTER EASEMENT PLAN**

FILE NO.	141137
DATE	08/10/2017
<b>C 1.04</b>	

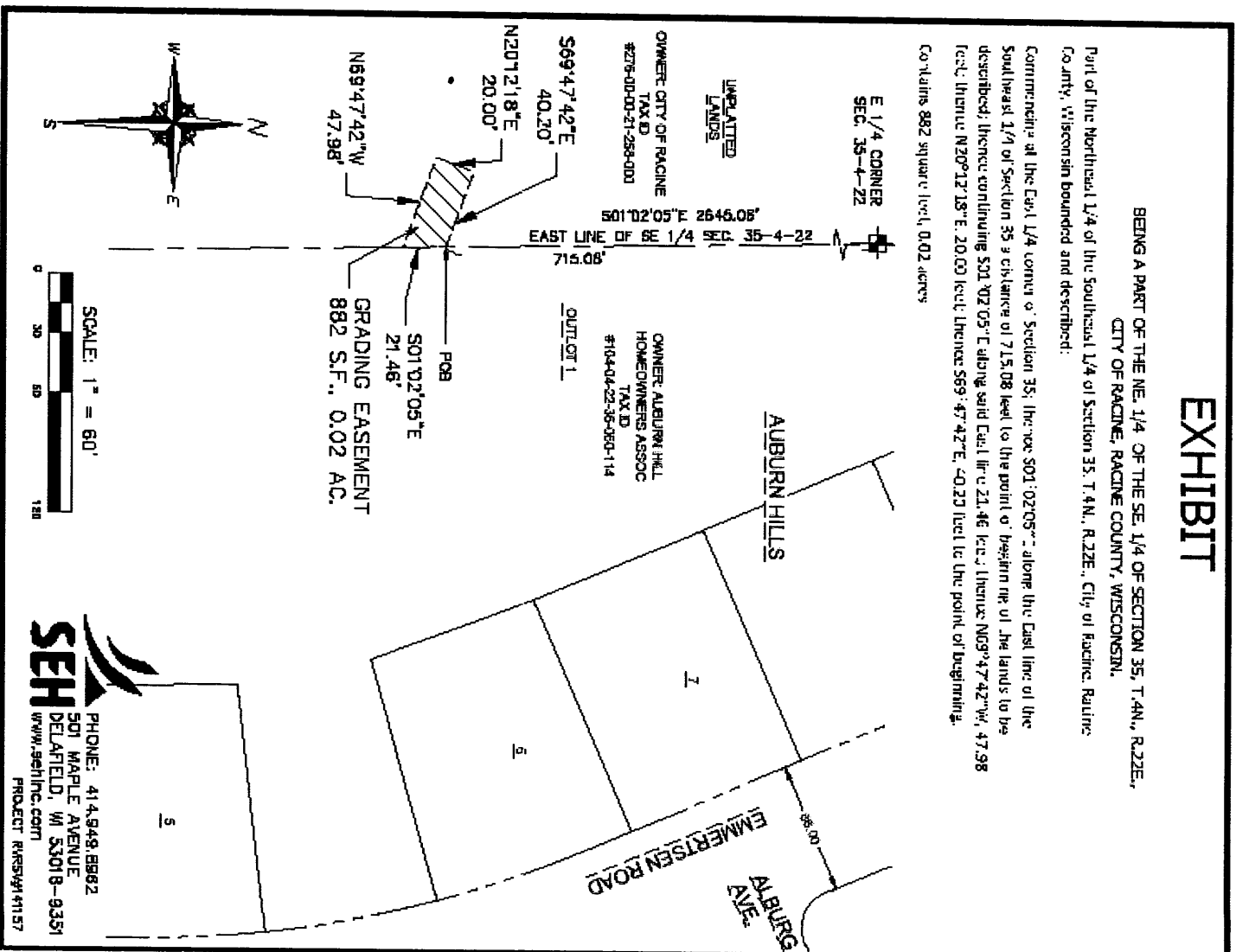
**Exhibit A – Legal Description**  
**Off-Site Grading/Drainage Easement Exhibit for Auburn Hills Phase III**

# EXHIBIT

BEING A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 35, T.4N., R.22E.,  
 CITY OF RACINE, RACINE COUNTY, WISCONSIN,  
 Part of the Northeast 1/4 of the Southeast 1/4 of Section 35, T. 4N., R.22E., City of Racine, Racine  
 County, Wisconsin bounded and described:

Commence at the East 1/4 corner of Section 35; thence S01°02'05" - along the East line of the  
 Southeast 1/4 of Section 35 a distance of 715.08 feet to the point of beginning of the lands to be  
 described; thence continuing S01°02'05" E along said East line 21.46 feet; thence N69°47'42"W, 47.98  
 feet; thence N20°12'18"E, 20.00 feet; thence S69°47'42"E, 40.20 feet to the point of beginning.

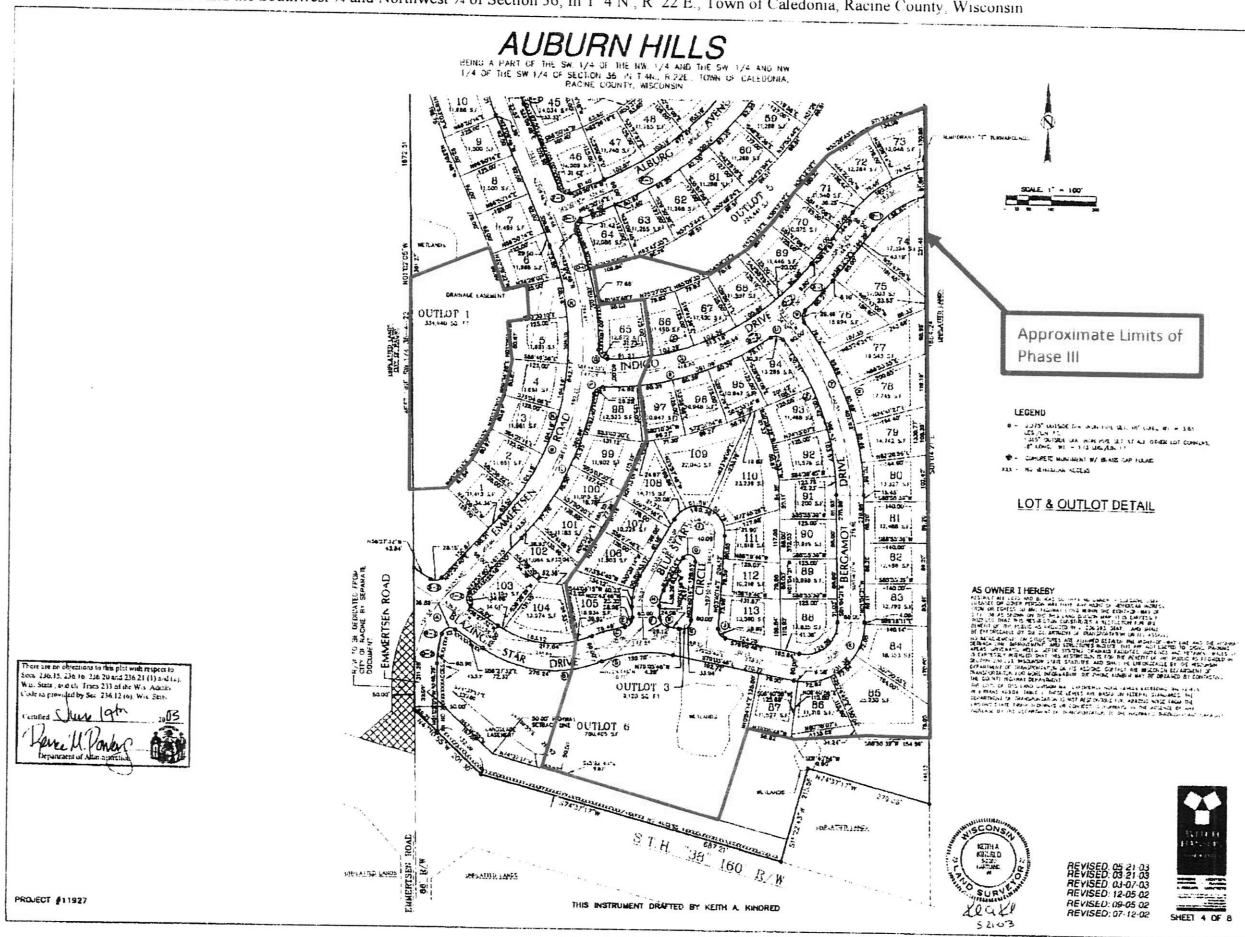
Contains 882 square feet, 0.02 acres



## Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Village of Caledonia.

Project Identifier    **Auburn Hills Phase III**  
 Acres                    **18.8**  
 Date of Recording    **June 19<sup>th</sup>, 2003**  
 Map Produced By    **SEH, 501 Maple Ave, Delafield, WI 53018**  
 Legal Description    **Being A Part of the Southwest 1/4 of the Northwest 1/4 and the Southwest 1/4 and Northwest 1/4 of Section 36, In T 4 N, R 22 E, Town of Caledonia, Racine County, Wisconsin**



1-19-2021 corrected 1-20-2021

**EXHIBIT B**

**EXHIBIT B - PUBLIC IMPROVEMENTS COST ESTIMATE**

1. Curb and Gutter (3590. LF @ \$18.53)	\$66,522.70
2. Roadway and Site Work	\$232,249.06
3. Erosion Control and Site Preparation	\$35,872.30
4. Sanitary Sewer	\$185,341.40
5. Water Main	\$171,168.80
6. Storm Sewer	\$192,954.98
7. Backfill - granular material & utility dirt placement	Included
8. Year 1	\$89,897.81
9. Foth Inspections	\$10,000.00

Total \$984,007.05

**120% (for total Letter of Credit) \$1,180,808.46**

After acceptance of all public improvements and during the guaranty period after installation of the surface course of asphalt it is anticipated that the letter of credit will be reduced to \$ 98,400.00 (representing 10% of the cost of the Public Improvements)

**CASH DEPOSIT**

1. Asphalt Binder (1385 tons @ \$64/ton)	\$86,640.00
2. Asphalt Surface (460 tons @ \$73.30/ton)	\$33,718.00
3. Subgrade & Prep for binder 5440 SY @\$0.90	\$4,896.00
3. Year 2 Improvements	\$2,100.00

**Total** \$127,354.00

**110% (for total Cash Deposit) \$140,089.40**

After substantial completion of the public improvements and during the period between the binder and installation of the surface course of asphalt it is anticipated that the cash deposit will be reduced to \$ 12,245.80.00 representing (10% of the cost of the Asphalt Binder, and all of the Year 2 Improvements & Asphalt Surface)

## Storm Water Management Maintenance Agreement

Document Number

Auburn Hills Homeowners Association, LLC, as "Owner" of the property described below, in accordance with The State and Village of Caledonia Code of Ordinances, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

**Exhibit A:** Legal Description of the real estate for which this Agreement applies ("Property").

**Exhibit B:** Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

**Exhibit C:** Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Auburn Hills III, LLC  
8338 Corporate Dr.  
Mount Pleasant, WI 53406

Through this Agreement, The Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B & C.
2. The Titleholder(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by Village of Caledonia or their designee, the Titleholder(s) shall, at their own cost and within a reasonable time period determined by the Village of Caledonia, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Caledonia and complete any maintenance or repair work recommended in the report. The Titleholder(s) shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 3 above the Village of Caledonia, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village of Caledonia may require work to be done which differs from the report described in paragraph 3 above, if the Village of Caledonia reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Village of Caledonia of required maintenance or repairs, the Titleholders(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Caledonia.
5. If the Titleholder(s) do not complete an inspection under 3 above or required maintenance or repairs under 4 above within the specified time period, the Village of Caledonia is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Caledonia, no notice shall be required prior to the Village of Caledonia performing emergency maintenance or repairs. The Village of Caledonia may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. Or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the Village of Caledonia shall have the sole authority to modify this agreement upon a 30-day notice to the current Titleholder(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner(s) – Auburn Hills Homeowners Association, LLC.:

Raymond C. Leffler  
(Representative Signature)

Raymond C. Leffler, President  
(Representative Typed Name)

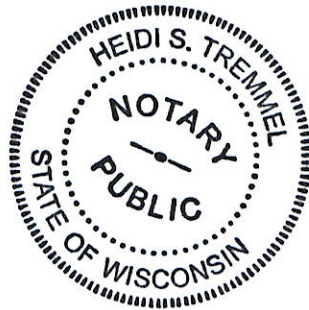
Wolf Korndoerfer  
(Representative Signature)

Wolf Korndoerfer, Secretary  
(Representative Typed Name)

**Acknowledgements**

State of Wisconsin:  
Village of Caledonia

Personally came before me this 11<sup>th</sup> day of Sept., 2019, the above named Raymond C. Leffler to me known to be the person who executed the foregoing instrument and acknowledged the same. and Wolf Korndoerfer



Heidi S. Tremmel  
[Name] Heidi S. Tremmel  
Notary Public, Racine County, WI  
My commission expires: 2/7/22

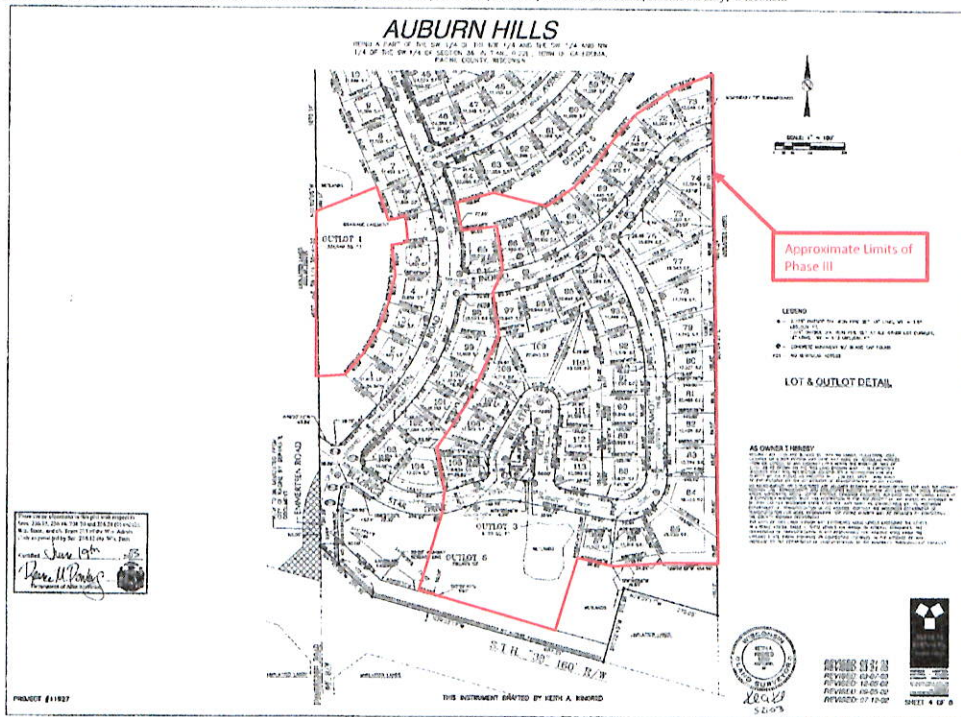
This document was drafted by:

Igor Vaynberg  
Short Elliot Hendrickson (SEH)  
501 Maple Avenue  
Delafield, WI 53018

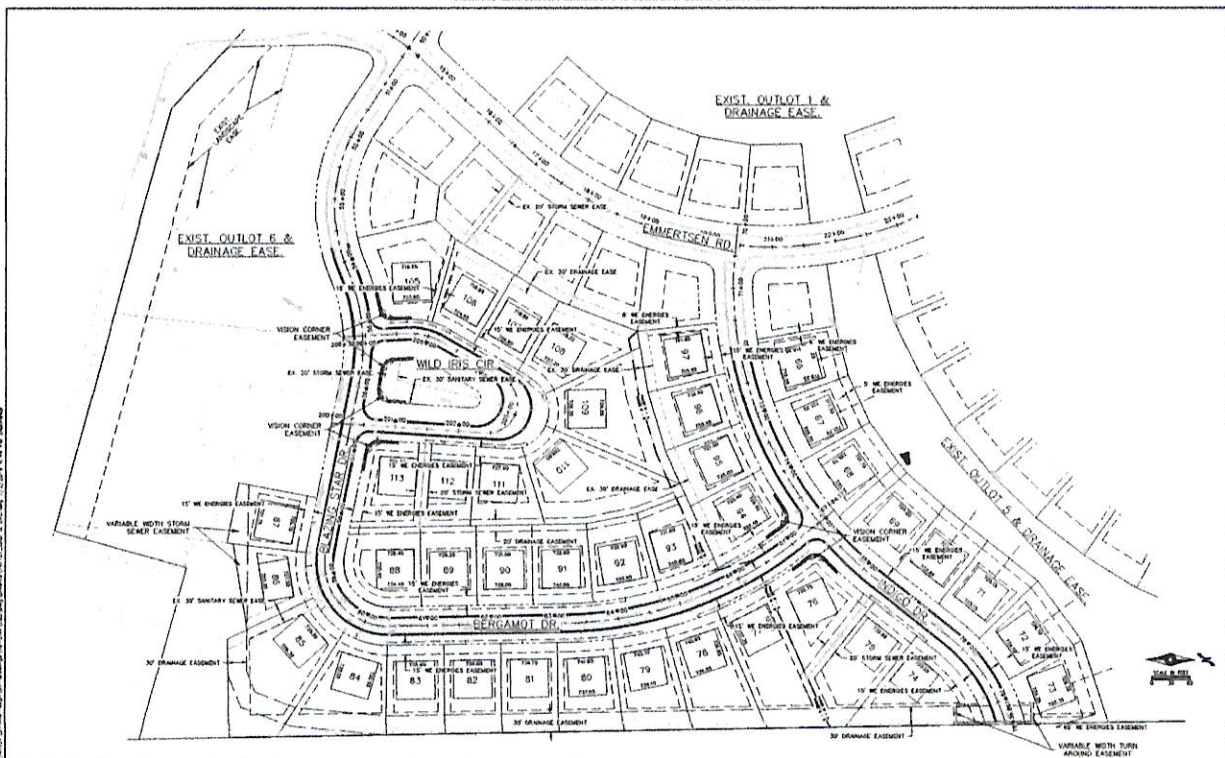
**Exhibit A – Legal Description**


The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Village of Caledonia.

Project Identifier: **Auburn Hills Phase III**  
 Acres: **18.8**  
 Date of Recording: **June 19<sup>th</sup>, 2003**  
 Map Produced By: **SEH, 501 Maple Ave, Delafield, WI 53018**  
 Legal Description: **Being A Part of the Southwest 1/4 of the Northwest 1/4 and the Southwest 1/4 and Northwest 1/4 of Section 36, In T. 4 N., R. 22 E., Town of Caledonia, Racine County, Wisconsin**



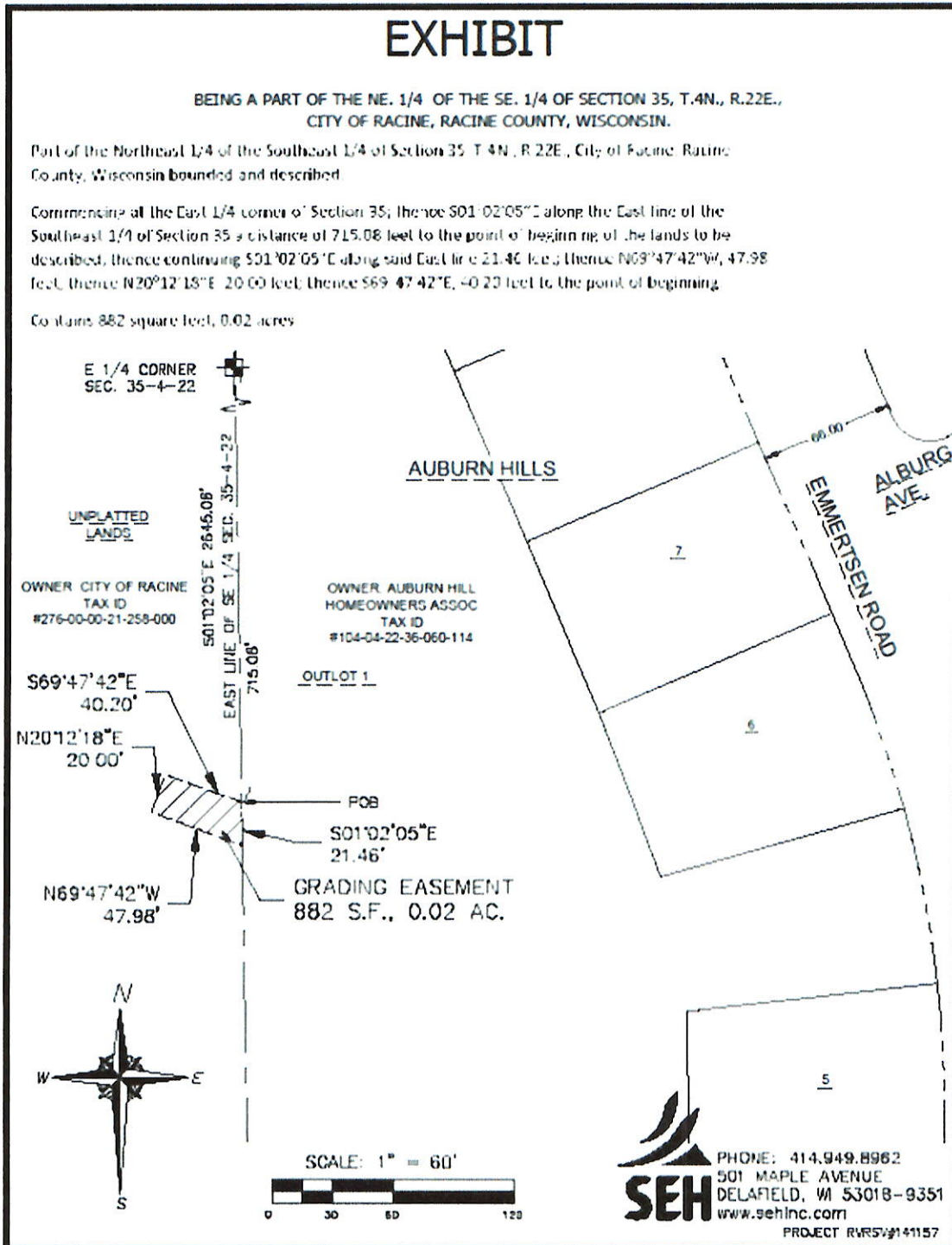
**Exhibit A – Legal Description**  
**Master Easement Exhibit for Auburn Hills Phase III**



DRAWN BY: JAL CHECKED BY: JAL DATE: 10/15/03	REVISIONS: 1. 10/15/03: ISSUED FOR PERMITTING AND RECORDING 2. 10/15/03: ISSUED FOR PERMITTING AND RECORDING 3. 10/15/03: ISSUED FOR PERMITTING AND RECORDING 4. 10/15/03: ISSUED FOR PERMITTING AND RECORDING	 <p><b>SEH</b>          SOUTHWEST ENGINEERING &amp; ARCHITECTURE, INC.          1000 N. WISCONSIN ST., SUITE 200          MILWAUKEE, WI 53233          TEL: 414-224-2200          FAX: 414-224-2201          WWW.SEH-INC.COM</p>	<b>AUBURN HILLS PHASE III - A &amp; B</b> <b>VILLAGE OF CALEDONIA, WI</b>	<b>PHASE III MASTER EASEMENT PLAN</b>	P&E NO.: C1.04 DATE: 10/15/03 DRAFTSMAN: JAL
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**Exhibit A – Legal Description**  
**Off-Site Grading/Drainage Easement Exhibit for Auburn Hills Phase III**



**Exhibit B – Location Map**  
**Location Map of Storm Water Management Practices Covered by this Agreement**

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include two existing Sedimentation/Retention Basins and associated structures/outfalls, earthen berms, rock chutes and other components of these practices. All of the noted storm water management practices are located within a drainage easement located Outlot 7 & 8.

<p>Subdivision/CSM/Site Name: Storm Water Practices: Location of Practices: Titleholders of: Description of Easements:</p>	<p>Auburn Hills Phase III Existing Basin CD (1), Basin CD (2), Existing Basin B, Basin B1, grass swales, and storm sewers Outlot 1, 5, and 6 Lots 1-15, 33-54, and 60-113 Multiple storm easements running along the back of Lots 74-113</p>
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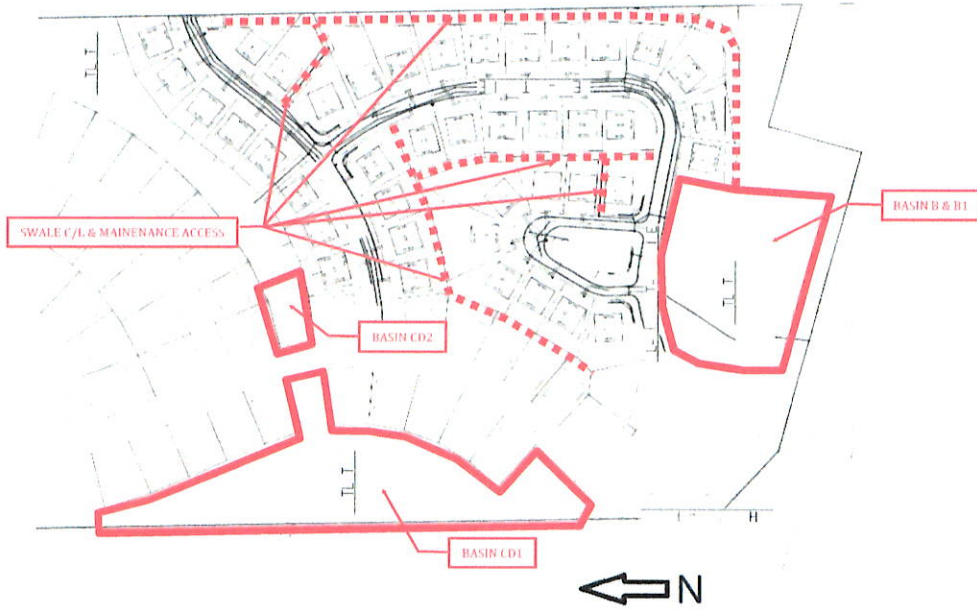
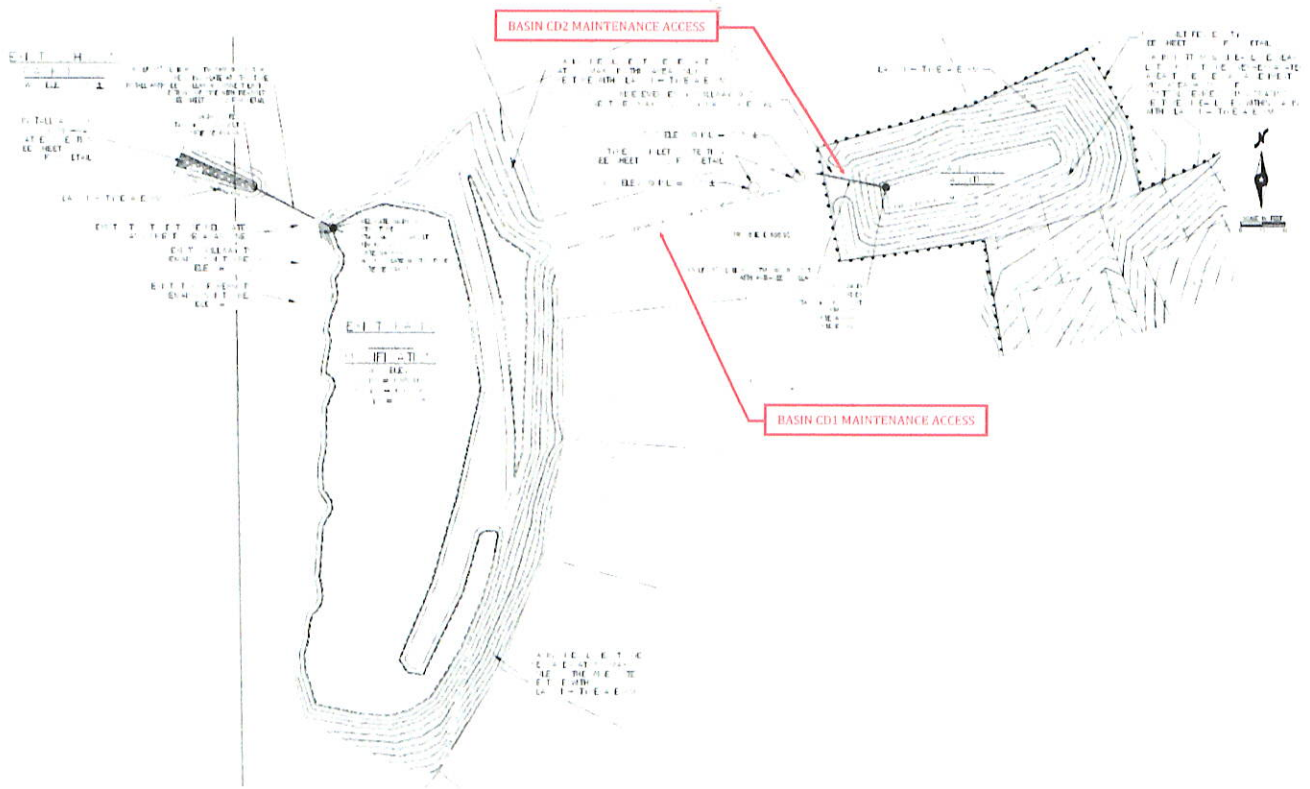
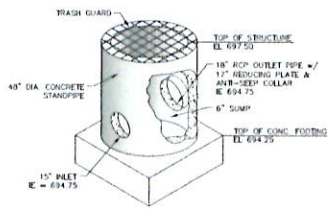


Exhibit B – Basin CD1 & CD2 Detailed Grading Plan

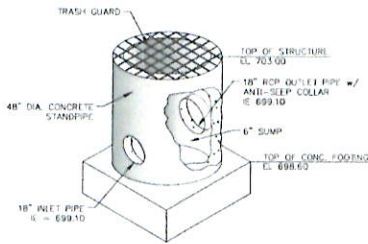


**Exhibit B – Basin CD1 & CD2 Details**



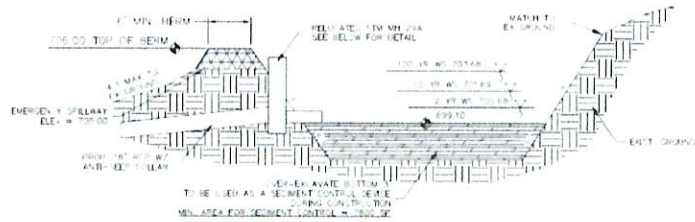
- STRUCTURE CONSTRUCTION NOTES:**
1. INLET RISER VERTICALLY ON TOP OF GRAVEL BASE
  2. POUR FOOTING AROUND BASE OF STRUCTURE (EXTEND 4" BEYOND PIPE EDGES)
  3. FILL RISER WITH CONCRETE TO SUMP ELEVATION

**EXIST. BASIN CD(1) OUTLET STRUCTURE DETAIL**  
(N.T.S.)

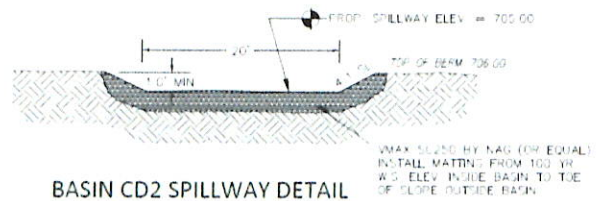


- STRUCTURE CONSTRUCTION NOTES:**
1. INLET RISER VERTICALLY ON TOP OF GRAVEL BASE
  2. POUR FOOTING AROUND BASE OF STRUCTURE (EXTEND 4" BEYOND PIPE EDGES)
  3. FILL RISER WITH CONCRETE TO SUMP ELEVATION

**PROPOSED BASIN CD(2) RISER DETAIL**  
(N.T.S.)

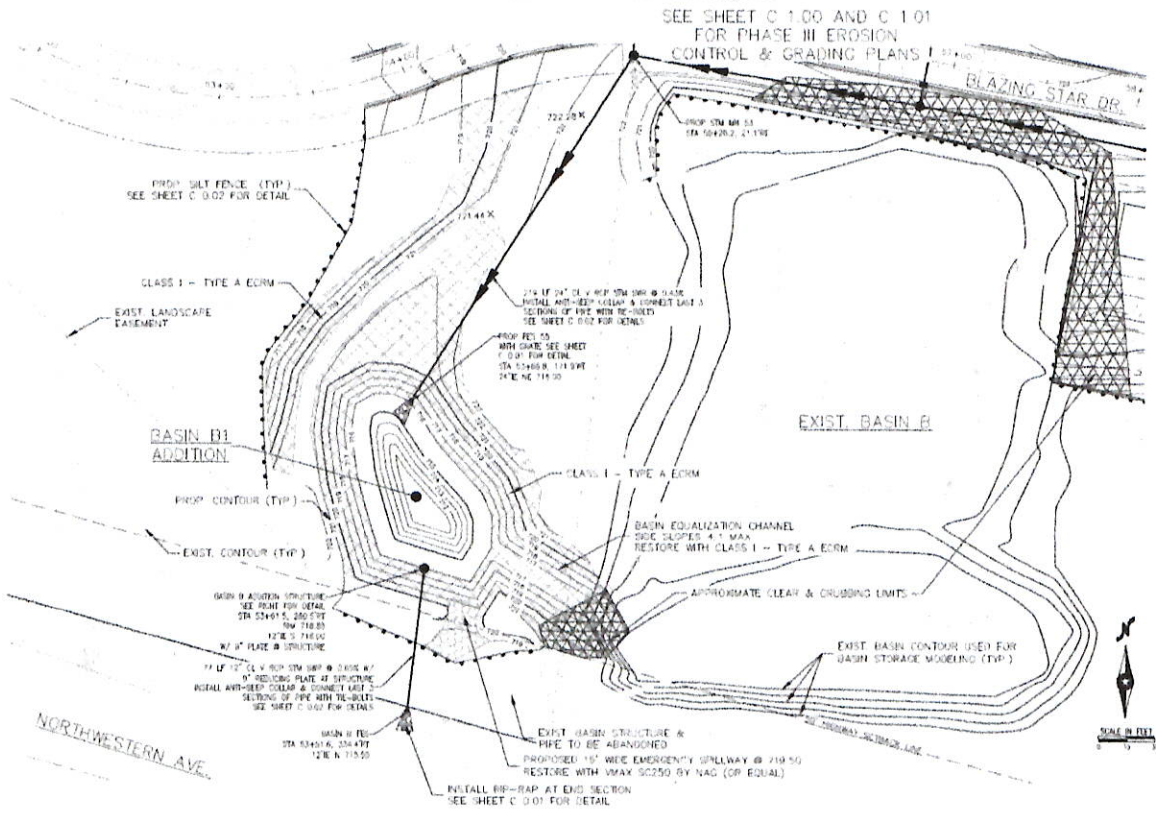


**BASIN CD2 ADDITION CROSS SECTION**  
(N.T.S.)

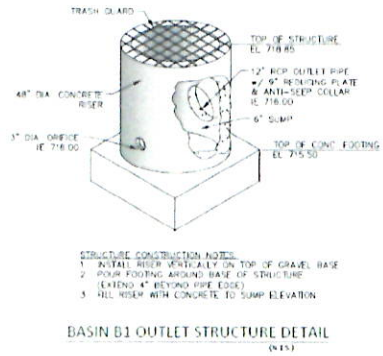
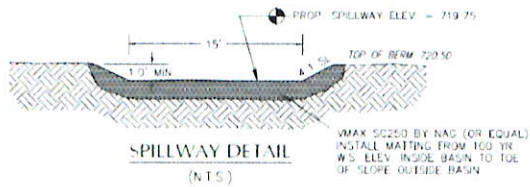
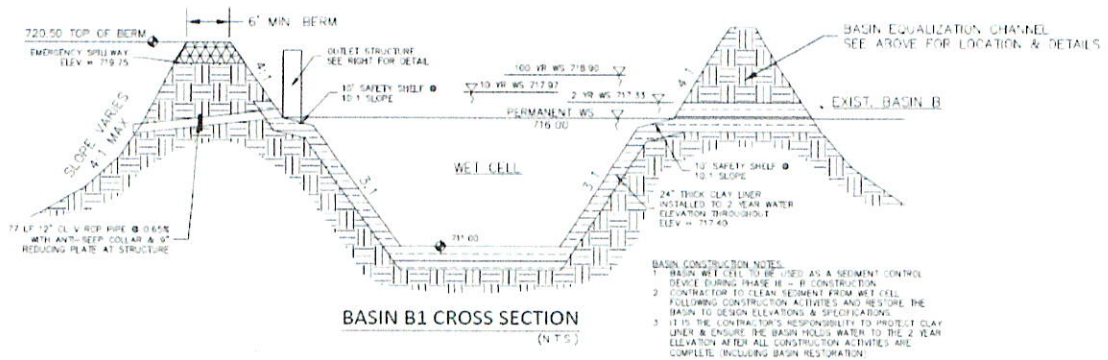


**BASIN CD2 SPILLWAY DETAIL**  
(N.T.S.)

**Exhibit B – Basin B & B1 Detailed Grading Plan**



**Exhibit B – Basin B & B1 Details**



# **Exhibit C**

## **Storm Water Practice**

### **Maintenance Requirements**

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

#### **System Description:**

##### **Basin CD 1 & CD 2**

Basin CD2 is an addition to the existing Basin CD (referred to below as Basin CD1). Additionally, Basin CD1 is to be cleaned and the outlet structure is to be modified. By cleaning Basin CD1 and adding Basin CD2, we have achieved current water discharge quantity regulation of the Village of Caledonia.

Basin CD1 receives runoff from a 26.6 AC drainage area (from both existing and proposed lots). The water level and flows from said basin will be controlled by the modified outlet structure (see page 7 for detail) and existing emergency spillway. The proposed 18" pipe, with 17" reducing plate, coming out of the structure directs the outflow to an existing off-site pond.

Basin CD2 receives runoff from a 7.5 AC drainage area (from both existing and proposed lots). The water level and flows from said basin will be controlled by the modified Inlet 29A outlet structure (see page 7 for detail) and proposed emergency spillway. The proposed 18" outlet pipe directs the outflow to Basin CD1.

##### **Basin B & B1**

Basin B1 is an addition to the existing Basin B. The combined Basin B & B1 receives runoff from a 10.9 AC drainage area (from both existing and proposed lots). The water level and flows from said basin will be controlled by the outlet structure for Basin B1 and the proposed emergency spillway. The proposed 12" pipe, with 9" reducing plate, coming out of the structure directs the outflow to an existing off-site road-side ditch.

#### **Minimum Maintenance Requirements:**

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

#### **I. ROUTINE MAINTENANCE**

##### **A. Mowing**

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least three times a year to prevent woody growth and control noxious weeds.
2. Adjacent to the residential areas, more frequent mowing, typically once a week during a normal growing season, is recommended for aesthetic and allergy control purposes.
3. Native grasses should be mowed to a height of 6" in mid to late summer or after they have achieved a height of 1-1/2 feet during the first growing season. Further mowing in subsequent growing seasons will not be required.

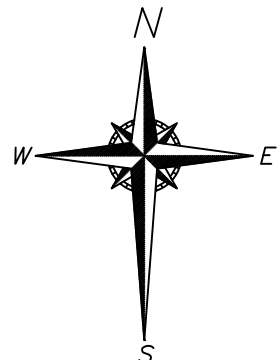
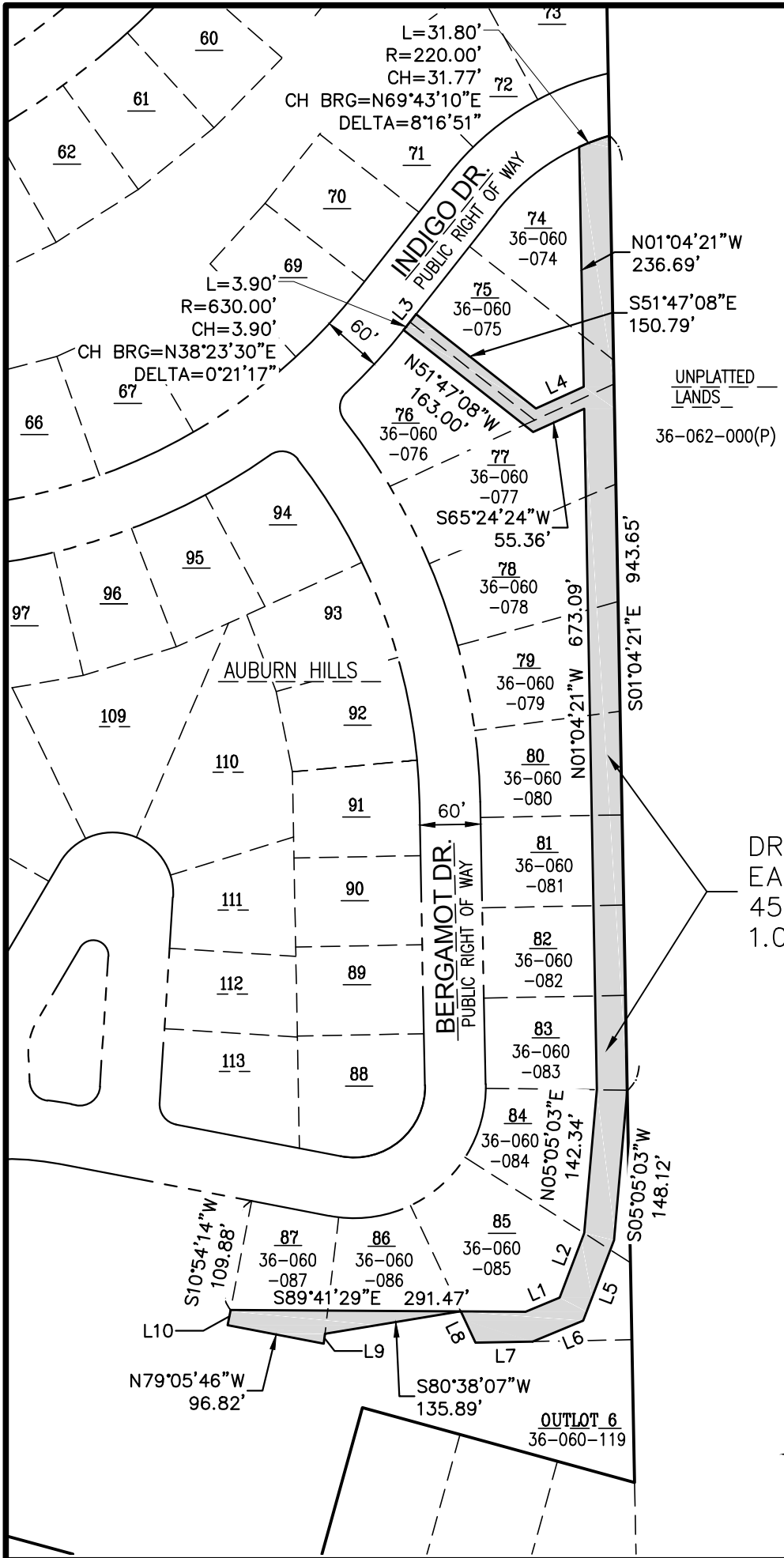
##### **B. Inspections**

1. Inspections of the ponds shall be completed on an annual basis or after significant rainfall events.

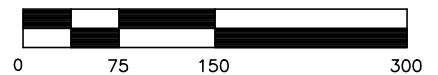
# EXHIBIT

BEING A PART LOTS 74-87  
OF AUBURN HILLS BEING A  
PART OF THE SW 1/4 AND  
NW 1/4 OF THE SW 1/4 OF  
SECTION 36, T.4N., R.22E.,  
VILLAGE OF CALEDONIA,  
RACINE COUNTY,  
WISCONSIN.

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	36.45'	N67°36'48"E
L2	68.12'	N20°53'37"E
L3	16.10'	N38°12'52"E
L4	51.85'	N65°24'24"E
L5	85.24'	S20°53'37"W
L6	54.10'	S67°36'48"W
L7	56.42'	S88°55'39"W
L8	34.24'	N25°24'42"W
L9	9.90'	S06°40'56"W
L10	15.12'	N10°54'14"E



SCALE: 1" = 150'





# EXHIBIT

BEING A PART LOTS 74-87 OF AUBURN HILLS BEING A PART OF THE SW 1/4 AND NW 1/4 OF THE SW 1/4 OF SECTION 36, T.4N., R.22E., VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

## Drainage Easement

Part of Lot 74 through Lot 87 of Auburn Hills being part of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Town 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin bounded and described as follows;

Commencing at the Northwestern corner of Lot 87; thence S10°54'14"W along the West line of said Lot 87 a distance of 109.88 feet to the point of beginning of the lands to be described; thence S89°41'29"E, 291.47 feet; thence N67°36'48"E, 36.45 feet; thence N20°53'37"E, 68.12 feet; thence N05°05'03"E, 142.34 feet; thence N01°04'21"W, 673.09 feet; thence S65°24'24"W, 55.36 feet; thence N51°47'08"W, 163.00 feet to the Easterly line of Indigo Drive; thence Northeasterly 3.90 feet along said Easterly line and the arc of a curve to the left, whose radius is 630.00 feet and whose chord bears N38°23'30"E, 3.90 feet; thence continuing N38°12'52"E along said Easterly line 16.10 feet; thence S51°47'08"E, 150.79 feet; thence N65°24'24"E, 51.85 feet; thence N01°04'21"W, 236.69 feet to the Southeasterly line of Indigo Drive; thence Northeasterly 31.80 feet along said Southeasterly line and the arc of a curve to the right, whose radius is 220.00 feet and whose chord bears N69°43'10"E, 31.77 feet to the East line of Auburn Hills; thence S01°04'21"E along said East line 943.65 feet; thence S05°05'03"W, 148.12 feet; thence S20°53'37"W, 85.24 feet; thence S67°36'48"W, 54.10 feet; thence S88°55'39"W, 56.42 feet to the Westerly line of Lot 85 of Auburn Hills; thence N25°24'42"W, 34.24 feet; thence S80°38'07"W, 135.89 feet; thence S06°40'56"W along said Westerly line 9.90 feet; thence N79°05'46"W, 96.82 feet to the West line of Lot 87 Auburn Hills; thence N10°54'14"E along said West line 15.12 feet to the point of beginning.

Said lands contain 45,992 sq.ft., 1.05 acres



PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
www.sehinc.com

PROJECT RVRSV#141157

SHEET 2 OF 2

**RESOLUTION NO. 2021-06**

**RESOLUTION AUTHORIZING THE REVISED EMERGENCY COVID-19 SICK LEAVE POLICY**

**WHEREAS**, in December 2019, a novel strain of the coronavirus was detected, now named COVID-19, that has spread throughout the world, including every state in the United States; and

**WHEREAS**, on January 3, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

**WHEREAS**, on March 12, 2020, Governor Tony Evers declared a public health emergency to direct all resources needed to respond to and contain COVID-19 in Wisconsin; and

**WHEREAS**, on March 13, 2020, President Donald Trump proclaimed a National Emergency concerning COVID- 19; and

**WHEREAS**, on March 18, 2020, the Village of Caledonia declared a local state of emergency; and

**WHEREAS**, the Village of Caledonia has revised the COVID Employment and Employee Conditions Policy to reflect the current state of the COVID virus; and

**WHEREAS**, the current COVID Employment and Employee Conditions Policy needs to be updated; and

**WHEREAS**, the Village has drafted an Emergency COVID-19 Sick Leave Policy to replace the current COVID Employment and Employee Conditions Policy in the Personnel Manual and is attached hereto as **Exhibit A**; and

**WHEREAS**, the Personnel Committee of the Caledonia Village Board has reviewed the new Emergency COVID-19 Sick Leave Policy, recommends adopting the new Policy;

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board the new Emergency COVID-19 Sick Leave Policy as of January 1, 2021, attached hereto as **Exhibit A**, replaces the current COVID Employment and Employee Conditions Policy.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of February, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Deputy Village Clerk

## **EMERGENCY COVID -19 SICK LEAVE POLICY**

The Village desires to provide and maintain a safe and healthy workplace and is equally committed to complying with all applicable laws. Accordingly, the Village will provide paid sick leave benefits (“COVID-19 Leave”) to eligible employees until March 31, 2021, or until other legally required paid leave becomes available and is required by law. This Policy is intended to provide employees with information regarding rights and responsibilities related to this leave. Should you have any questions about this Policy, please contact Human Resources.

### **EMPLOYEE ELIGIBILITY**

Eligible employees may receive emergency paid sick leave benefits, regardless of their length of employment with the Village, provided that a qualifying reason for leave exists and is adequately communicated to the Village as soon as practical. Employees who fail, for reasons unrelated to any medical or sincerely held religious belief, to obtain a COVID-19 vaccination that is made available to them are not eligible for Paid Sick Leave under this policy. Paid Sick Leave under this Policy is available for immediate use for any of the qualifying reasons identified in this Policy.

### **QUALIFYING REASONS FOR PAID SICK LEAVE**

Employees may use emergency paid sick leave under this Policy **if the employee is unable to work (or telework)** due to any of the following reasons:

1. The employee is subject to a Federal, State, or local health department quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis; or
4. The employee is caring for an individual who is subject to an order and has been advised by a health care provider or ordered by a Federal, State or local health department to self-quarantine.

Leave available under this Policy may only be used for reasons permitted by this Policy unless otherwise required by law.

### **APPLICATION PROCESS**

Employees may make an initial request for paid leave under this Policy either orally or in writing, including email. Requests for leave should not be conveyed via voicemail unless circumstances prevent the other forms of communication. Requests for paid sick leave must be directed to Human Resources and must include a notice of a qualifying condition as identified above as well as the desire to receive sick leave under this policy. An employee seeking such leave should notify the Village of the need for leave as soon as practical after the employee becomes aware of the need for paid sick leave but no later than the first workday (or portion of such workday) that the employee has need for the Leave. Please note that leave will not be automatically granted because you make a request. Your request will be evaluated and you will be notified whether or not your leave is granted.

The notice to the Village of Caledonia and request for leave must identify the qualifying reason for leave as identified in above. An employee may be required to provide Human Resources with documentation supporting the reason for leave. The Village may follow up with an employee requesting such leave to obtain additional information and to advise the employee of other benefits available to including FMLA.

**DURATION AND USE OF PAID SICK LEAVE**

Eligible full-time employees are entitled to a combined total of 80 hours of emergency paid sick leave under this Policy and the 2020 federal FPSLA. Eligible part-time employees are entitled to a number of hours equal to the number of hours that they work, on average, over a 2-week period. If the employee’s hours of work are variable, the average bi-weekly hours the employee worked over the prior 6 months will be used. Unused paid sick leave under this policy is not paid to an employee upon the employee’s separation from employment.

Unless an employee is demonstrably teleworking, paid sick leave for qualifying reasons related to COVID-19 must be taken in full-day increments. It **cannot** be taken intermittently.

Unless you are teleworking, once you begin taking paid sick leave for one or more of these qualifying reasons, you must continue to take paid sick leave each day until you either: (1) use the full amount of paid sick leave or (2) no longer have a qualifying reason for taking paid sick leave. This limit is imposed because if you are sick or possibly sick with COVID-19, or caring for an individual who is sick or possibly sick with COVID-19, such paid sick leave as necessary to keep you from spreading the virus to coworkers.

If an employee who would otherwise qualify for leave under this policy has previously scheduled non-FMLA benefit hours (i.e. vacation, comp time and holidays), the employee will be required to use that previously scheduled benefit during their qualifying COVID-19 related absence.

**COMPENSATION DURING LEAVE**

When taking paid sick leave under this policy, employees are entitled to receive their regular rate of pay as compensation during a period of absence.

**EFFECT ON EXISTING POLICIES**

This Policy is not intended to replace any existing leave or paid time off policies maintained by the Village. Paid sick leave provided under this Policy is made available to eligible employees in addition to any leave or paid time off benefits provided under any of the Village’s existing policies.

**NONDISCRIMINATION AND NO RETALIATION**

The Village strictly prohibits any form of discrimination or retaliation in the administration of this Policy. The requesting or taking of leave under this Policy will not be used against any employee in any employment decision, including in the determination of raises, employment opportunities, or discipline. Similarly, paid sick leave under any section of this Policy will not serve as a negative factor or count against any employee for purposes of meeting the Village’s attendance requirements.

Created: January 28, 2021  
Effective: January 1, 2021  
Resolution: 2021-06

**COVID-19 Emergency Paid Sick Leave Request Form**

Employee Name (PRINT):	
Job Title:	
Department:	

*I am requesting leave pursuant to the Emergency Paid Sick Leave Policy. My need for leave is based on my inability to work or telework due to one of the following reasons (select one of the following):*

- 1. I am subject to a Federal, State, or local health department quarantine or isolation order related to COVID-19;
- 2. I have been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- 3. I am experiencing symptoms of COVID-19 and seeking a medical diagnosis; or
- 4. I am caring for an individual who is subject to an order or have been advised by a health care provider to self-quarantine.

*I will need leave from \_\_\_\_\_, 2021 until \_\_\_\_\_, 2021.*

*Sincerely,*

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

Please submit all requests to Human Resources

HR Use Only:	
Date Received:	

**RESOLUTION NO. 2021-07**

**RESOLUTION ACCEPTING THE PROPOSAL FROM FGM ARCHITECTS FOR ARCHITECTURAL SERVICES**

**WHEREAS**, the Village of Caledonia, has determined that Caledonia Police Station is no longer adequate, and structural deficiencies and needed repairs render the building obsolete; and

**WHEREAS**, the Public Safety Committee has determined that a space needs analysis shall be conducted to determine the feasibility of constructing a new Police Department or Public Safety Building; and

**WHEREAS**, the Public Safety Committee has interviewed architects and selected FGM Architects to conduct the space needs analysis as described in the attached proposal dated December 16, 2020, with a total cost not to exceed \$24,000; and

**WHEREAS**, the Village of Caledonia has sufficient funding available within General Fund Contingency, account number 100-90-65100, to fund this project; and

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the proposal by FGM Architects set forth in Exhibit A, which is attached hereto and incorporated herein, is accepted and approved, and the Village Administrator is authorized to execute the proposal and approve contingencies with the total not to exceed \$24,000.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of February 2021.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
James R. Dobbs, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Deputy Village Clerk

FISCAL NOTE RESOLUTION NO: 2021-07

Exhibit "A"

Fiscal Year: 2021

Account Name	Account Number	Current Balance	Transferred out	Transferred in	Proposed Expenditure	Remaining
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General Fund:

Contingency	100-90-65100	<u>74,000.00</u>	<u>-</u>	<u>-</u>	<u>24,000.00</u>	<u>50,000.00</u>
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Totals:		74,000.00	-	-	24,000.00	50,000.00
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# FGMARCHITECTS

Proposal for

Architectural Services

for

**Village of Caledonia**  
**Public Safety Building Pre-Design Study**  
Caledonia, Wisconsin

Submitted to:

**Village of Caledonia**  
**Mr. Tom Christensen**  
**Village Administrator**  
5043 Chester Lane  
Caledonia, Wisconsin 53402

By:

**FGM ARCHITECTS INC.**  
219 North Milwaukee Street, Suite 325  
Milwaukee, WI 53202

December 16, 2020



# FGMA ARCHITECTS

## 1.0 SCOPE OF PROJECT

The Village of Caledonia would like an Architectural Firm, specializing in architectural programming and design of public safety facilities, to prepare a program, conceptual design, project budget and project schedule for the new Police Station or Public Safety Building to be located on vacant land adjacent to the existing Village Hall. The lot is located near 5043 Chester Lane, Caledonia, WI.

The goal of the project is to provide the Village with an informational foundation which will be used to move forward with the full design and construction of either the new stand-alone Police Station, or Public Safety Building in two phases. The Village would like the Police Department portion of the new building to commence construction in Fall 2021.

The Village of Caledonia is hereinafter referred to as the Owner.

## 2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following Consulting Services for the Project:

### 2.1 Pre-Design Study

FGMA is to prepare a needs assessment report for the Police & Fire Departments which will include the following:

- 2.1.1 FGMA will review the Caledonia Police and Fire Departments' operations, long-term goals, and requirements. As part of this review, we will review current and projected long-term needs.
- 2.1.2 FGMA will establish a project building programs for both the Police and Fire Departments indicating space needs and identifying all functional elements required. We will meet with select personnel from the Police Department, Fire Department and Village to gather data for the building program. We will also generate a building program for a combined police and fire facility.
- 2.1.3 From Owner approved project building programs, FGMA will develop conceptual site and floor plans indicating proposed locations of the facilities and potential future expansion. The conceptual planning will include parking and stormwater management.
  - .1 Conceptual floor plans will be laid out on a departmental level, i.e.: administration, patrol, investigations, etc. and will not be a detailed floor plan.
- 2.1.4 FGMA will generate conceptual appearance drawings to illustrate to the Owner what the building may look like. The drawings will include building elevations and a perspective drawing.
- 2.1.5 FGMA will prepare a conceptual project budget: Utilizing all information generated, we will provide a total project budget which will include a construction budget utilizing cost per square foot calculations, furniture, fixtures and equipment allowances, fees, contingencies, and other soft costs for a total project budget.

2.2 Consultants: FGM will perform all work in-house and consultants are not included as part of this phase.

2.3 Complete design and project documentation and implementation (Schematic Design, Design Development, Construction Documents, Construction Administration) will be covered under a future Project.

## 2.4 Project Deliverables

### 2.4.1 Building Program Spreadsheets for each of the following:

- Combined Public Safety Building
- Police Department
- Fire Department

The spreadsheets will identify 2021 space needs and 2041 projected space needs.

### 2.4.2 Concept Floor Plan and Site Plan (up to three options) on large format print and PDF.

### 2.4.3 Conceptual Appearance Drawings (combination of elevations and/or perspective drawings).

### 2.4.4 Conceptual Project Budget.

## 3.0 ARCHITECT'S COMPENSATION

The Village of Caledonia shall compensate FGM Architects for consulting services rendered in connection with the Project under this Proposal as follows:

### 3.1 For all Consulting Services as described in Section 2.0 above, we propose the following **Lump Sum Fee** plus Reimbursable Expenses.

<b>Public Safety Building Pre-Design Study</b>	<b>\$23,000.00</b>
--	--------------------

### 3.2 Reimbursable Expenses

In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10 times) Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGMA shall not exceed without prior written approval of the Owner. Reimbursable Allowance includes costs for items below.

3.2.1 Expense of postage and/or delivery.

3.2.2 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized by the Owner.

3.2.3 Expenses of any specialty consultants with Owner's prior approval.

3.2.4 Expense of printing required for presentations.

3.2.5 Any fees paid by FGMA to authorities having jurisdiction over the project with Owner's prior approval.

Local travel (travel less than 100 miles), phone, fax, and printing of review sets shall not be charged as a Reimbursable Expense.

### 3.3 If specialty consultants are required, FGMA shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10 times) Architect's actual direct cost of same.

# FGMARCHITECTS

- 3.4 For any Additional Services authorized in writing by the Owner beyond the scope of this Proposal, FGMA shall be compensated based on the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.
- 3.5 Payments
  - 3.3.1 Payments shall be made by the Owner to FGMA upon receipt of FGMA's invoice in accordance with the State of Wisconsin Prompt Payment Statute.
  - 3.3.2 Non-payment of invoices shall constitute grounds for discontinuing service.
- 4.0 Additional Requirements**
  - 4.1 Architect will assist the Owner in coordination and review of soil boring / geotechnical proposals for design considerations on the Village owned vacant lot. This consultant would be contracted directly with the Village.
  - 4.2 **Architect will credit the Owner 80%** of the fee described in 3.1 above once an Owner/Architect Agreement for project documentation and implementation (Schematic Design through Construction Administration) has been entered between the two parties.
- 5.0 Form of Agreement**
  - 5.1 For this project, your signature on the bottom of this proposal will serve as our contractual agreement. If this proposal is acceptable to you, please sign the bottom of this letter, which will authorize FGMA to proceed with the work.

We look forward to this opportunity to be of service to the Village of Caledonia.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee, AIA | Principal in Charge  
[rayl@fgmarchitects.com](mailto:rayl@fgmarchitects.com)



Andrew J. Mayo, AIA, | Project Manager  
[andrewm@fgmarchitects.com](mailto:andrewm@fgmarchitects.com)

Proposal Accepted By:

---

Village of Caledonia Representative

Title

Date

# FGMA ARCHITECTS

## HOURLY RATE SCHEDULE Effective November 1, 2020\*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

### FGM Architects

Principal (Board of Directors)	\$250.00
Arch IV	\$195.00
Arch III	\$150.00
Arch II	\$120.00
Arch I	\$90.00
Intern	\$65.00
Interior Designer IV	\$185.00
Interior Designer III	\$145.00
Interior Designer II	\$120.00
Interior Designer I	\$85.00
Landscape Architect	\$160.00
Project Administrator III	\$110.00
Project Administrator II	\$85.00
Project Administrator I	\$75.00

\*Rates are subject to adjustment each November 1st.

**RESOLUTION NO. 2021-08**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
TO APPROVE A CONDITIONAL USE TO CONSTRUCT A 165' WIRELESS  
COMMUNICATIONS TOWER FACILITY WITH 5' LIGHTING ROD; AT 8451 USH  
41, VERIZON WIRELESS, APPLICANT, AMERICAN TRANSMISSION COMPANY  
LLC, OWNER**

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

**WHEREAS**, Peter Schau on behalf of Verizon Wireless, APPLICANT, has requested a conditional use to construct a 165' wireless communications tower facility with 5' lighting rod at 8451 USH 41, Parcel ID No. 104-04-22-06-041-000;

**WHEREAS**, the Village Plan Commission has recommended approval of the request, subject to the conditions attached hereto as **Exhibit A**, for the following reasons and requirements:

1. The proposed use is allowed by underlying zoning through the conditional use review process.
2. The proposed use will not adversely affect the surrounding property values.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia that the conditional use 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.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of February, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Village Deputy Clerk

## EXHIBIT A: CONDITIONS

Verizon Wireless Communications Site Located at 8451 USH 41

1. **Building Permit.** The applicant must obtain building permit from the Village and pay all applicable zoning and building fees. This card must be displayed in a prominent location at the project site, and a copy of these conditions must always be kept at the project site until the project has been completed.
2. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Applicant, and any other users of the Property Owner with respect to the uses on the Property.
4. **Plans.** The proposed use (165' mobile service monopole with a 5' lighting rod and associated ground equipment) must be located, conducted and utilized in compliance with the plans and documents received by the Village Planning Department on November 17, 2020.
5. **Lease Agreement.** Prior to the issuance of the building permit the applicant must provide a lease agreement or binding lease memorandum which shows on its face that it does not preclude the site owner from entering into leases on the site with other provider(s); the legal descriptions and amount of property leased; in the event of abandonment, the Village reserves the right to remove the tower at the property owner's expense.
6. **Abandonment.** Any mobile service support structure and facilities not in operation for a continuous period of twelve (12) months shall be considered abandoned. In such circumstances, the owner of the mobile service support structure and facility of the property where the structure and facility are located must remove the support structure and all supporting equipment, buildings, and foundations to a depth of five (5) feet, and must restore the location to its natural condition (except any grading may remain in the after-condition as determined by the zoning administrator) within ninety (90) days of receipt of notice from the zoning administrator. If removal and restoration to the satisfaction of the zoning administrator does not occur within the said ninety (90) days, the zoning administrator may remove and salvage said mobile service support structure and facility and restore the site at the expense of the mobile service provider or property owner. The applicant must submit a copy of a signed agreement, which may be the lease agreement, between the property owner and the owner of the mobile service facility detailing requirements for abandonment and subsequent removal based on the provisions of Section 16-9-7(a). Said agreement must also identify that the agreement must be binding on future property owner(s) and future owner(s) of the mobile service support structure and facility. The mobile service support structure and facility must be recorded in the Register of Deed's Office and a copy of the deed must be filed with the Zoning Administrator prior to the issuance of the building permit.
7. **Liability.** The Village does not warrant any mobile service support structure against design or structural failure. The Village does not certify that the design is adequate for any tower

and the Village hereby accepts no liability through the issuance of a conditional use permit or building permit.

8. **Illumination Not Allowed.** Mobile service support structures must not be illuminated except as required by the Wisconsin Division of Aeronautics or the Federal Aviation Administration.
9. **Security For Removal.** The applicant shall provide to the Village, prior to the issuance of the permit, a performance bond in the amount of twenty thousand dollars (\$20,000.00) to guarantee that the tower and all supporting equipment, buildings, and foundations will be removed when no longer in operation. The Village must be named as obligee in the bond, and it must approve the bonding company. The face of the bond must reflect that the Village will be given notice if the bonding company cancels the bond. If, prior to the removal of the tower, tower removal rates exceed twenty thousand dollars (\$20,000.00), the Village reserves the right to require a corresponding increase in the bond amount.
10. **Pre-Development Agreement.** The applicant must execute a Pre-Development Agreement with the Village of Caledonia at an amount determined by the Village of Caledonia. Contact the Village of Caledonia at 262-835-6446 to execute the Pre-Development agreement.
11. **Continued Compliance.** Upon written inquiry by the Plan Commission, the permit holder under this section shall have the burden of presenting credible evidence establishing to a reasonable degree of certainty the continued compliance with all conditions placed upon the conditional use permits. Failure to establish compliance with all conditions placed upon the conditional use will be grounds for revocation.
12. **Performance Standards.** The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances (copy attached), as adopted by the Village of Caledonia.
13. **Expiration.** This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project will be required to go through the conditional use review process.
14. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
15. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade.

16. **Access.** The applicants must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
17. **Compliance with Law.** The applicants are responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state and federal regulations, including Titles 14 and 16 of the Village of Caledonia Code of Ordinances.
18. **Reimburse Village Costs.** Applicant shall reimburse the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
19. **Amendments to Conditional Use Approval.** **No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval.** All addition, deletion, and/or change requests must be submitted to the Caledonia Zoning Administrator in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
20. **Agreement.** Your accepting the conditional use approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Patrice Lewis, Verizon Wireless, and their heirs, successors, and assigns are responsible for full compliance with the above conditions.
21. **Subsequent Owner or Operator.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.



**RESOLUTION NO. 2021-09**

**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 AUDUBON ARBORETUM**

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

**WHEREAS**, Nancy Washburn, on behalf of Audubon Park-Racine LLC, 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 Audubon Arboretum Subdivision until February 1, 2024;

**WHEREAS**, the Village Plan Commission has recommended granting of an extension for an additional three years which will expire on February 1, 2024;

**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 comply 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 February, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Village Deputy Clerk

**RESOLUTION NO. 2021-10**

**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 HOMESTEAD ACRES.**

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

**WHEREAS**, Nancy Washburn, on behalf of Racine Land Company LLC, 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 Homestead Acres Subdivision until February 1, 2024;

**WHEREAS**, the Village Plan Commission has recommended granting of an extension for an additional three years which will expire on February 1, 2024;

**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 comply 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 February, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Village Deputy Clerk

**RESOLUTION NO. 2021-11**

**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 CATLYN WOODS.**

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

**WHEREAS**, Nancy Washburn, on behalf of Middle Road Investments LLC, 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 Catlyn Woods Subdivision until February 1, 2024;

**WHEREAS**, the Village Plan Commission has recommended granting of an extension for an additional three years which will expire on February 1, 2024;

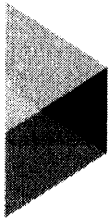
**NOW, THEREFORE, BE IT RESOLVED**, that the requested extension as recommended by the Plan Commission is hereby approved subject to the development being constructed to Village Standards at the time of construction and to comply with all applicable Village Ordinances and other applicable Wisconsin Statutes 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 February, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Village Deputy Clerk



**PMA**<sup>™</sup>  
SECURITIES

T 414 436 3523  
770 N Jefferson, Suite 200 Milwaukee, WI 53202 pmanetwork.com

**To:** Village Board  
**From:** Brian Della  
**cc:** Tom Christiansen, Kathy Kasper, Dave Wagner  
**Date:** January 28, 2021  
**Re:** Potential Future Borrowings (beyond March 2021 G.O. Note sales)

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In addition to the refinancings and fire department financing which are in progress, Village staff is working with its consultants on the planning for several projects which are likely to require financing later in 2021, as well as other projects likely to occur in the next 3 to 4 years. These include:

Police Department Building

(space needs study underway) - Year: 2021/2022

TID 5 Street Work

5 Mile Rd. East segment (mix of TIF & developer funding) - Year: 2021/2022

5 Mile Rd. West segment (mix of TIF & Levy support) - Year: 2023/2024

4 ½ Mile Rd. East Segment (TIF) - Year: 2024/2025

Erie St. 4 Mile to 5 Mile (mix of TIF, Levy, Water, Sewer, Special Assessments) - Year: 2024/2025

Sanitary Sewer Work

Central Lift Station - Year: 2021

Hoods Creek Attenuation Basin - Year: 2021/2022

Dominican Lift Station Replacement - Year: 2021

Riverbend Lift Station Force Main - Year: 2022

Central Lift Station Attenuation Basin - Year: 2023/2024

We expect to provide the Board with updates on estimates together with projected tax and utility rate impact over the next 30 to 60 days.

Very truly yours,

Brian J. Della, CFA  
Director, Public Finance



**PMA**<sup>™</sup>  
SECURITIES

# Village of Caledonia, WI

## 2021 Borrowings Overview

**\$4,725,000\*** General Obligation Promissory Notes

**\$2,940,000\*** Taxable General Obligation Promissory Notes

Village Board: December 7, 2020 / **Updated February 1, 2021**

**Revised: Restructure WE Energies Savings / Increase Fire Trucks to \$800,000**

**Brian Della, CFA**

Director, Public Finance

PMA Securities, LLC



# 2021 New Money and Refunding Opportunities

## 2021 New Money

- ▶ Funding Fire Department vehicles (one new and one rebuild) for approximately \$785,000
- ▶ Approximately \$530,000 for the Ryder property purchase (reimbursement and final installment) **Taxable**

## 2021 Refundings

The Village has four capital markets debt issues that are proposed to be refinanced or prepaid

- ▶ \$4,175,000 **Taxable** General Obligation Road Improvement Bonds, Series 2011B
- ▶ \$3,600,000 General Obligation Road Improvement Bonds, Series 2011C
- ▶ \$3,310,000 General Obligation Promissory Notes, Series 2012B
- ▶ \$3,020,000 General Obligation Promissory Notes, Series 2013A

The Village's Note to Racine Unified School District (RUSD) is also proposed to be refinanced

- ▶ \$1,415,000 **Taxable** G.O. Promissory Note



# Capital Markets Refundings

The Village's existing capital markets debt issues are proposed to be:

- ▶ Refinanced for savings (2011B / 2011C WE Energies supported debt)
- ▶ Prepaid with utility revenues (portions of 2012B and 2013A)
- ▶ Refinanced for modest savings in order to retire the balance of the issue (portions of 2012B and 2013A)

Calendar Year	2011B Taxable Bonds			2011C Bonds			2012B Notes						2013A Notes					
	WE Energies			WE Energies			Levy			Water - G.O.			Levy			Storm Water - G.O.		
	Principal	(%)	Interest	Principal	(%)	Interest	Principal	(%)	Interest	Principal	(%)	Interest	Principal	(%)	Interest	Principal	(%)	Interest
2021	400,000	3.00%	34,800			109,756	155,000	2.00%	4,883	95,000	2.00%	2,563	80,000	2.30%	5,165	295,000	2.30%	19,108
2022	400,000	3.10%	22,600			109,756	155,000	2.15%	1,666	75,000	2.15%	806	85,000	2.50%	3,183	300,000	2.50%	11,965
2023	400,000	3.25%	9,900			109,756							80,000	2.65%	1,060	310,000	2.65%	4,108
2024	100,000	3.40%	1,700	390,000	3.00%	103,906												
2025				505,000	3.00%	90,481												
2026				520,000	3.00%	75,106												
2027				540,000	3.00%	59,206												
2028				555,000	3.00%	42,781												
2029				565,000	3.125%	25,628												
2030				525,000	3.20%	8,400												
<b>Total</b>	<b>1,300,000</b>		<b>69,000</b>	<b>3,600,000</b>		<b>734,778</b>	<b>310,000</b>		<b>6,549</b>	<b>170,000</b>		<b>3,369</b>	<b>245,000</b>		<b>9,408</b>	<b>905,000</b>		<b>35,180</b>
Refi:	900,000			3,600,000			155,000			75,000			165,000			610,000		
	Savings			Savings			Modest Savings			Utility Prepay			Modest Savings			Utility Prepay		



# WE Energies Debt Service Savings (Estimate) Rev.1

Below shows the estimated savings associated with refinancing the two WE Energies supported debt issues.

		Existing			Estimated 2021 Refundings						Savings		
Calendar Year	Total 2011B/2011C			2011B/2011C		2021 Taxable		2021 Exempt		2021	Estimated Refunding Savings	Estimated New Debt Service	New Debt Service vs. \$600,000
	WE Energies			WE Energies		WE Energies		WE Energies		Cash Applied			
	01-Apr			01-Apr		01-Apr		01-Apr					
	Principal	Interest	D.S.	Principal	Interest	Principal	Interest	Principal	Interest				
2021	400,000	144,556	544,556	400,000	75,278	--	--	--	--	69,278	(0)		
2022	400,000	132,356	532,356	--	--	445,000	9,838	--	56,280	--	21,239	511,118	88,883
2023	400,000	119,656	519,656	--	--	465,000	2,093	--	37,520	--	15,044	504,613	95,388
2024	490,000	105,606	595,606	--	--	--	--	525,000	35,551	--	35,055	560,551	39,449
2025	505,000	90,481	595,481	--	--	--	--	530,000	31,330	--	34,151	561,330	38,670
2026	520,000	75,106	595,106	--	--	--	--	535,000	26,536	--	33,570	561,536	38,464
2027	540,000	59,206	599,206	--	--	--	--	540,000	21,160	--	38,046	561,160	38,840
2028	555,000	42,781	597,781	--	--	--	--	550,000	15,163	--	32,619	565,163	34,838
2029	565,000	25,628	590,628	--	--	--	--	555,000	8,531	--	27,097	563,531	36,469
2030	525,000	8,400	533,400	--	--	--	--	375,000	2,531	--	155,869	377,531	222,469
<b>Total</b>	<b>4,900,000</b>	<b>803,778</b>	<b>5,703,778</b>	<b>400,000</b>	<b>75,278</b>	<b>910,000</b>	<b>11,930</b>	<b>3,610,000</b>	<b>234,603</b>	<b>69,278</b>	<b>392,689</b>		<b>633,468</b>





# Levy Debt Service Savings (Estimate)

Below shows the estimated savings associated with refinancing the Levy supported portions of the 2012B and 2031A issues. The savings are modest, but it does allow the Village to retire the entire 2012B and 2013A issues.

	Existing			Estimated 2021 Refunding				Savings	
Calendar Year	Total 2012B/2013A Levy			2012B/2013A Levy		2021 Exempt Levy		2021 Cash Applied	Estimated Savings
	Principal	Interest	D.S.	Principal	Interest	01-Apr Principal	Interest		
2021	235,000	10,048	245,048	235,000	6,259	--	--	3,789	--
2022	240,000	4,849	244,849	--	--	235,000	2,250	--	7,599
2023	80,000	1,060	81,060	--	--	80,000	280	--	780
2024	--	--	--	--	--	--	--	--	--
2025	--	--	--	--	--	--	--	--	--
2026	--	--	--	--	--	--	--	--	--
2027	--	--	--	--	--	--	--	--	--
2028	--	--	--	--	--	--	--	--	--
2029	--	--	--	--	--	--	--	--	--
2030	--	--	--	--	--	--	--	--	--
<b>Total</b>	<b>555,000</b>	<b>15,956</b>	<b>570,956</b>	<b>235,000</b>	<b>6,259</b>	<b>315,000</b>	<b>2,530</b>	<b>3,789</b>	<b>8,379</b>
									<b>(2,487)</b>
									<b>5,891</b>



# 2021 Tax-Exempt Notes (Estimate) Rev.1

Below shows the estimated debt service for the **\$4,725,000\*** General Obligation Promissory Notes.

The below has an average interest rate (or "TIC") of 1.20%.

Year	WE Energies Ref.		Levy Refunding		2021 Fire Trucks		2021 Tax-Exempt Notes		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
2021	--	--	--	--	--	--	--	--	--
2022	--	56,280	235,000	2,250	--	12,161	235,000	70,691	305,691
2023	--	37,520	80,000	280	95,000	7,775	175,000	45,575	220,575
2024	525,000	35,551	--	--	95,000	7,086	620,000	42,638	662,638
2025	530,000	31,330	--	--	100,000	6,305	630,000	37,635	667,635
2026	535,000	26,536	--	--	100,000	5,405	635,000	31,941	666,941
2027	540,000	21,160	--	--	100,000	4,405	640,000	25,565	665,565
2028	550,000	15,163	--	--	100,000	3,305	650,000	18,468	668,468
2029	555,000	8,531	--	--	105,000	2,074	660,000	10,605	670,605
2030	375,000	2,531	--	--	105,000	709	480,000	3,240	483,240
	3,610,000	234,603	315,000	2,530	800,000	49,225	4,725,000	286,358	5,011,358



# Aggregate Levy Supported Debt Service Rev.1

Below shows the Village's aggregate levy supported debt service after the issuance of the 2021 Notes.

Year	Existing		2021 Levy Refunding		2021 Fire Trucks		Projected		
	January 1, 2021 Levy		Impact of Refunding Levy		Levy		Total Levy		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
2021	1,140,000	260,245	--	--	--	--	1,140,000	260,245	1,400,245
2022	1,160,000	234,565	(5,000)	(2,599)	--	12,161	1,155,000	244,128	1,399,128
2023	1,095,000	207,914	--	(780)	95,000	7,775	1,190,000	214,909	1,404,909
2024	1,070,000	183,216	--	--	95,000	7,086	1,165,000	190,303	1,355,303
2025	1,110,000	157,960	--	--	100,000	6,305	1,210,000	164,265	1,374,265
2026	1,165,000	129,346	--	--	100,000	5,405	1,265,000	134,751	1,399,751
2027	490,000	105,638	--	--	100,000	4,405	590,000	110,043	700,043
2028	500,000	88,775	--	--	100,000	3,305	600,000	92,080	692,080
2029	515,000	72,359	--	--	105,000	2,074	620,000	74,433	694,433
2030	530,000	54,950	--	--	105,000	709	635,000	55,659	690,659
2031	445,000	37,100	--	--	--	--	445,000	37,100	482,100
2032	465,000	18,900	--	--	--	--	465,000	18,900	483,900
2033	240,000	4,800	--	--	--	--	240,000	4,800	244,800
2034	--	--	--	--	--	--	--	--	--
	9,925,000	1,555,768	(5,000)	(3,379)	800,000	49,225	10,720,000	1,601,614	12,321,614



# 2021 Taxable Notes (Estimate) Rev.1

Below shows the estimated debt service for the \$2,940,000\* Taxable General Obligation Promissory Notes.

The below has an average interest rate (or “TIC”) of 1.45%.

Year	WE Energies Ref.		RUSD Refunding		Ryder Property		2021 Taxable Bonds		
	WE Energies		TID No. 5		TID No. 5		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
2021	--	--	--	--	--	--	--	--	--
2022	445,000	9,838	--	29,089	--	10,069	445,000	48,995	493,995
2023	465,000	2,093	--	19,393	--	6,713	465,000	28,198	493,198
2024	--	--	100,000	18,918	60,000	6,428	160,000	25,345	185,345
2025	--	--	170,000	17,550	100,000	5,618	270,000	23,168	293,168
2026	--	--	220,000	15,393	130,000	4,345	350,000	19,738	369,738
2027	--	--	155,000	13,159	95,000	3,004	250,000	16,163	266,163
2028	--	--	275,000	10,334	25,000	2,241	300,000	12,575	312,575
2029	--	--	280,000	6,448	20,000	1,928	300,000	8,375	308,375
2030	--	--	285,000	2,209	115,000	891	400,000	3,100	403,100
	910,000	11,930	1,485,000	132,490	545,000	41,235	2,940,000	185,655	3,125,655



# RUSD Note Debt Service Savings (Estimate)

Below shows the estimated debt service savings associated with refinancing the RUSD Note.

Year	Existing			2021 Taxable Notes (est)			Estimate Debt Service Savings
	RUSD Note			RUSD Portion			
	Principal	Rate	Interest	Principal	Rate	Interest	
2021	--		50,000	--		--	50,000
2022	--		50,000	--		29,089	20,911
2023	--		100,000	--		19,393	80,608
2024	125,000	5.00%	83,000	100,000	0.95%	18,918	89,083
2025	150,000	5.00%	64,500	170,000	1.05%	17,550	26,950
2026	175,000	5.00%	57,000	220,000	1.15%	15,393	(3,393)
2027	200,000	5.00%	48,250	155,000	1.25%	13,159	80,091
2028	225,000	5.00%	38,250	275,000	1.35%	10,334	(22,084)
2029	250,000	5.00%	27,000	280,000	1.45%	6,448	(9,448)
2030	290,000	5.00%	14,500	285,000	1.55%	2,209	17,291
	1,415,000		532,500	1,485,000		132,490	330,010



# TID No. 5 Cash Flows (Obligations to Date)

The below TID No. 5 cash flows are based known obligations to date:

- ▶ Minimum Equalized Values included in Cardinal Capital Developer Agreement
- ▶ Debt Service on 2019 Notes, 2021 Taxable Notes (RUSD Refinance and Ryder Property), and Developer MRO

Significant future borrowings are likely, but are not known at this time and were not included.

Below shows the Village’s direct debt obligations being paid off in 2028, and the Developer Municipal revenue obligation retired by 2031. TID No. 5 has a maximum life of 2047.

Revenue / Debt Service Year	Village Flow of Funds											Cardinal Capital MRO					
	Change in Increment	Increment Value	Total Increment Revenue	75% Increment Revenue	Existing & Projected Principal	Existing & Projected Interest	Expenses Not Offset by Debt Proc.	Village Revenues less Exp.	Cash Balance	Village Principal Balance	Excess Increment	25% + Excess Village	Actual Interest 4%	Principal and Deficits	Min. Principal	Deficit Added to Principal	Principal Balance
2020									(284,165)								2,800,000
2021	(373,600)	(373,600)	--	--	--	--	10,000	(10,000)	(294,165)	2,585,000	--	--	112,000	--	--	(112,000)	2,912,000
2022	2,000,000	1,626,400	32,532	24,399	--	50,258	10,000	(35,859)	(330,024)	2,585,000	--	8,133	116,480	--	--	(108,347)	3,020,347
2023	8,400,000	10,026,400	200,528	150,396	--	37,205	10,000	103,191	(226,833)	2,585,000	--	50,132	120,814	--	--	(70,682)	3,091,029
2024	25,600,000	35,626,400	712,528	534,396	160,000	36,445	10,000	327,951	101,118	2,425,000	--	178,132	123,641	54,491	--	--	3,036,538
2025	5,000,000	40,626,400	812,528	609,396	270,000	34,268	10,000	295,129	396,247	2,155,000	--	203,132	121,462	81,670	--	--	2,954,868
2026	5,000,000	45,626,400	912,528	684,396	350,000	30,838	10,000	293,559	689,805	1,805,000	--	228,132	118,195	109,937	--	--	2,844,930
2027	5,000,000	50,626,400	1,012,528	759,396	430,000	25,463	10,000	293,934	983,739	1,375,000	--	253,132	113,797	139,335	--	--	2,705,596
2028	5,000,000	55,626,400	1,112,528	834,396	485,000	18,225	10,000	321,171	1,304,910	890,000	414,910	693,042	108,224	584,818	--	--	2,120,778
2029	--	55,626,400	1,112,528	834,396	490,000	10,275	10,000	324,121	1,629,031	400,000	824,396	1,102,528	84,831	1,017,697	--	--	1,103,081
2030	--	55,626,400	1,112,528	834,396	400,000	3,100	10,000	421,296	2,050,327	--	824,396	1,102,528	44,123	1,058,405	--	--	44,676
2031	--	55,626,400	1,112,528	834,396	--	--	10,000	824,396	2,874,723	--	824,396	1,102,528	1,787	44,676	--	--	--
2032	--	55,626,400	1,112,528	834,396	--	--	10,000	824,396	3,699,119	--	824,396	1,102,528	--	--	--	--	--
2033	--	55,626,400	1,112,528	834,396	--	--	10,000	824,396	4,523,515	--	824,396	1,102,528	--	--	--	--	--



# TID No. 5 Cash Flows (Capital Market Detail) **NEW**

The below provides detail on the TID No. 5 Capital Market Debt issues

- ▶ Portion of 2019 Notes
- ▶ Portion of 2021 Taxable Notes (RUSD Refinance and Ryder Property)

Year	TID No. 5: 2019 Notes			TID No. 5: 2021 Tax Notes		TID No. 5: Total		
	TID No. 5			TID No. 5 ESTIMATE		Total Net		
	Principal	CAPI	Interest	Principal	Interest	Principal	Interest	Debt Service
2021	--	(11,100)	11,100	--	--	--	--	--
2022	--	--	11,100	--	39,158	--	50,258	50,258
2023	--	--	11,100	--	26,105	--	37,205	37,205
2024	--	--	11,100	160,000	25,345	160,000	36,445	196,445
2025	--	--	11,100	270,000	23,168	270,000	34,268	304,268
2026	--	--	11,100	350,000	19,738	350,000	30,838	380,838
2027	180,000	--	9,300	250,000	16,163	430,000	25,463	455,463
2028	185,000	--	5,650	300,000	12,575	485,000	18,225	503,225
2029	190,000	--	1,900	300,000	8,375	490,000	10,275	500,275
2030	--	--	--	400,000	3,100	400,000	3,100	403,100
	555,000	(11,100)	83,450	2,030,000	173,725	2,585,000	246,075	2,831,075



# Authorizations / Schedule

## **Authorizing / Set Sale Resolutions** (January 18, 2021)

- ▶ Village Board **adopted** Resolutions for Tax-exempt Notes and Taxable Notes

## **Parameters Resolutions** (February 15, 2021)

- ▶ Village Board will be presented with two Parameters Resolutions
- ▶ Allows Village Officials to accept the winning bid on behalf of the Village as long as it meets the criteria
- ▶ Allows Village to sell on any business day, not just the day of a Village Board meeting

## **Day of Sale / Approving Certificates Awarding the Sales** (March 10, 2021)

- ▶ PMA takes bids on the Village's two debt issues
- ▶ Quarles & Brady (Bond Counsel) confirms compliance and finalizes Approving Certificates
- ▶ Certificates are signed by either Board Chair, Village Administrator, or Village Finance Director

## **Settlement of 2021 Issues** (April 1, 2021)

## **Day of Redemption for Refunded Issues** (April 9, 2021)





# Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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