



VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA

Wednesday, March 9, 2022 at 6:00 p.m.
Caledonia Village Hall – 5043 Chester Lane

THIS WILL BE AN IN-PERSON MEETING

1. **Meeting Called to Order**
2. **Roll Call**
3. **Approval of Minutes**
 - a. Utility District Regular Meeting – January 26, 2022
4. **Citizen Comments**
5. **Communications and Announcements**
 - a. Racine Water Utility Minutes
 - b. Racine Wastewater Utility Minutes
 - c. Racine Wastewater Letter – Annual Notice of Allocated Capacity Usage
 - d. Senior Field Operator, Operator & Operator In Training Update
6. **Approval of O&M Bills**
 - a. O&M Bills related to the Sewer Utility District
 - b. O&M Bills related to the Water Utility District
 - c. O&M Bills related to the Storm Water Utility District
7. **Project Updates**
 - a. Construction Contract Status
 - b. Riverbend Drive Lift Station Safety Site
 - c. Riverbend Lift Station & Forcemain Upgrade
 - d. Annual Televising Program – Sanitary Sewer
 - e. Water Impact Fee / Sewer Connection Fee Update
 - f. Hoods Creek Attenuation Basin Expansion
 - g. Central Lift Station Safety Site & Attenuation Basin
 - h. North Kremer Watermain Project
 - i. Dominican Lift Station Rehab Project
 - j. Erie Street Sanitary Sewer Improvements Project
 - k. Concord Apartments Meter Vault
 - l. Hoods Creek – Aldebaran Brushing Project
 - m. Alcyn Drive
 - n. Douglas Avenue OMG Ditch Project
 - o. Turtle Creek Restoration
 - p. Westview Village Storm Improvements
8. **Action Items**
 - a. Smoke Testing Plan
 - b. Contract Award for Hoods Creek Attenuation Basin Expansion
 - c. Discussion for Green Bay Packaging Sanitary Sewer and Storm Water Pond Expansion
 - d. Discussion for TID #4 Phase 4 Sanitary Sewer & Water
 - e. Change Order #1 – Erie Street Sanitary Sewer Improvements
 - f. Discussion for Circlewood Drive lot – Watermain extension
 - g. Authorization of signatures Prairie Pathways Development Agreement
 - h. Authorization of signatures Massenza CSM Storm Water Easement
 - i. Utility District Policies – Discussion
 - j. Discussion Charter Ordinance 2017-001
9. **Adjournment**

**Village of Caledonia Utility District Meeting
January 26, 2022**

1. Meeting Called to Order – The Regular Meeting of the Village of Caledonia Utility District was held on Wednesday, January 26, 2022. The meeting was called to order by President Howard Stacey at 6:00 pm.

2. Roll Call – Those present were President Howard Stacey, Commissioners Michael Pirk, Tony Minto, Nick Sullivan, and Trustee Lee Wishau. Commissioner Dave Ruffalo was excused. Commissioner John Strack was absent. Also, present were Utility Manager Robert Lui, and Public Services Director Anthony Bunkelman.

3. Approval of Minutes

a. Upon a motion by Minto and seconded by Sullivan, the Commission approved the minutes from the Utility District's previous regular meeting held December 1, 2021. A copy of the minutes has been furnished to each Commissioner. **Motion carried.**

4. Citizen Comments – None

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5. Communications and Announcements

a. Racine Water Utility Agenda & Minutes

The Commission looked over the agenda from the January 18th meeting of the Racine Water Utility. Director Bunkelman gave a brief summary of the action taken by the Utility.

b. Racine Wastewater Utility Agenda & Minutes

The Commission looked over the agenda from the January 18th meeting of the Racine Wastewater Utility. Director Bunkelman gave a brief summary of the action taken by the Utility.

c. Operator, Operator Apprentice Update

Director Bunkelman stated that there was an interview for the Operator in Training position. Still 1 candidate to consider. Director Bunkelman also indicated that the Senior Field Operator retired from the Utility. Staff is working on getting the job posted.

6. Approval of O&M Bills

a. Upon a motion by Minto and seconded by Wishau, the Commission approved payment of O&M Bills, related to the Sewer Utility District totaling \$360,602.81. **Motion carried.**

b. Upon a motion by Minto and seconded by Wishau, the Commission approved payment of O&M Bills, related to the Water Utility District totaling \$2,068,453.85. **Motion carried.**

- c. Upon a motion by Minto and seconded by Pirk, the Commission approved payment of O&M Bills related to the Storm Water Utility District totaling \$33,280.67. **Motion carried.**

7. Project Updates

a. Construction Contract Status

The current contract statuses were shared with the Commissioners.

b. Riverbend Lift Station Safety Site

Working on finalizing the Facilities Plan. To be completed shortly and submitted for review. Once reviewed will be submitted to the DNR. Will be looking into the videos and inspecting the Root River Interceptor to see if there is a I & I issue that needs to be repaired. There is high I & I in this sewershed.

c. Riverbend Lift Station & Forcemain Upgrade

Working on Facilities Plan.

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d. DeBack Industrial Park Phase 3 Improvements

Tentatively set the Public Hearing for February 14.

e. Annual Televising Program – Sanitary Sewer

Continuing to perform repairs that staff can perform. Had a conversation with Green Bay Pipe about services for the year. They will be providing information on pipe bursting.

f. Water Impact Fee / Sewer Connection Fee Update

Reached out to Mount Pleasant staff for per acre fee. Awaiting information. Received acreage for study area. Working on alternatives.

g. EPA Risk & Resilience Assessment and Emergency Response Plan

Emergency Response Plan for Water completed and submitted.

h. Hoods Creek Attenuation Basin Expansion

Received permit from the DNR. Will be advertising the project on January 13th & 20th. Bid Opening scheduled for February 10th.

i. Central Lift Station Safety Site & Attenuation Basin

Updated Facilities Plan based on comments from the DNR. Awaiting final approval. Preliminary Design being worked on. Proposed to be bid in April 2023 with Construction May 2023 – July 2024.

j. North Kremer Watermain Project

Project is progressing.

k. Dominican Lift Station Rehab Project

Opened bids on December 21st. On agenda this evening for Contract Award. Will be forwarding to the Village Board for January 17th.

l. Erie Street Sanitary Sewer Improvements

Reesman's have indicated they may want to start in February. Will be coordinating a Preconstruction Meeting, they plan to perform project in Spring. Preconstruction Meeting set for February 4th.

m. Concord Apartments Meter Vault

Extended offer to owner. He requested an additional \$1,900 for a total of \$7,000. Approved request and awaiting documents for final easement.

n. Hoods Creek – Aldebaran Brushing Project

Looking for contractor to have log jams removed.

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o. Alcyn Drive – Drainage Complaint

Waiting for contractor pricing. Then will respond to owners.

p. Douglas Avenue – OMG Ditch Project

Plans have been revised and submitted. Working on obtaining permits from DNR & Army Corps of Engineers. Will be scheduling a meeting with the owners in the next 2 weeks to go over revisions.

q. Turtle Creek Restoration

Discussed project with Southern Wisconsin Appraisal. They are looking to begin the appraisals on the properties in February.

r. Westview Village Storm Improvements

Reviewed preliminary plans and provided revisions to Design Engineer. Should receive updates soon.

8. Action Items

a. O'Malley Site (Highway 31 / Highway 38) Storm Water Management Plan / Site Grading Plan Conditional Approval

Upon a motion by Minto and seconded by Wishau, the Commission moved to conditionally approve the Storm Water Management Plan and Site Grading Plan for the Land Disturbance Permit for the O'Malley Investments property located at the Northeast corner of Highway 31 & Highway 38 subject to the conditions in the Public Services Director's January 4, 2022 memo. **Motion carried.**

b. Faithbridge Church Storm Water Management Plan Conditional Approval

Upon a motion by Minto and seconded by Wishau, the Commission moved to conditionally approve the Storm Water Management Plan for Faithbridge

Church located at 10402 Northwestern Avenue subject to the conditions in the Public Services Director's January 4, 2022 memo. **Motion carried.**

c. Prairie Pathways – Button Bush Drive (Phase IV) Engineering Improvements Plan Conditional Approval

Upon a motion by Minto and seconded by Sullivan, the Commission moved to conditionally approve the Engineering Improvements Plan for Prairie Pathways – Button Bush Drive (Phase IV) subject to the conditions in the Public Services Director's January 4, 2022 memo. **Motion carried.**

d. Briarwood of Caledonia – Subdivision System Acceptance

Upon a motion by Sullivan and seconded by Minto, the Commission moved to accept the Subdivision System for Briarwood Condominium. **Motion carried.**

e. Dominican Lift Station Improvements – Contract Award

Upon a motion by Minto and seconded by Pirk, the Commission moved to authorize the Caledonia Utility District to issue the Notice of Award to August Winter & Sons, Inc for the Dominican Lift Station Improvements Project in the amount of \$719,500.00. **Motion carried.**

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Upon a motion by Minto and seconded by Sullivan, the Commission moved to authorize the Utility District President and Secretary to execute any contract documents as necessary. **Motion carried.**

f. Kiriaki/Bodenbach CSM – Easement Request

Director Bunkelman went through his memo discussing the condition of approval of the CSM, the recommended extension of the sanitary sewer and watermain, the approximate depth of the sanitary sewer due to the change in grade of the road, and what the land splitter was told and when that information was given to them. Recommendation from staff was to deny this request because it does not meet Utility District policy.

Steve Wamser, Synergy Homes, Matthew Bodenbach, Lot 1 owner, Greg Kiriaki, Lot 2 owner, and Joe Kiriaki, land splitter, were in attendance for this item. They shared their various views on the item.

Upon a motion by Pirk and seconded by Sullivan, the Commission moved to approve the use of an Easement for Sanitary Sewer & Water laterals based off of the approval of the Plan Commission and Village Board of the Certified Survey Map. There shall be a separate Easement document created, at no cost to the Village, between the owners with review by the Village Attorney and the Owners Attorney. The Easement shall be in perpetuity and approved by the owners and the Village. **Motion carried.**

g. Kadow Drainage Easement Variance Request

Director Bunkelman presented the request and explained the attachments within the packet.

Upon a motion by Minto and seconded by Sullivan, the Commission moved to deny the request for installing 20 Blue Arrow Juniper Trees and brown bark mulch in the Eastern 4' of the 30' Drainage Easement based on the following:

- The Site Grading Instruction Sheet issued with the Building Permit informed the owner that trees are not allowed in the 30' Drainage Easement.
- The granting of this request in the 30' Drainage Easement would be precedent setting in the Auburn Hills subdivision.

Motion carried.

DRAFT

h. Smoke Testing Plan

Upon a motion by Sullivan and seconded by Minto, the Commission moved to layover this item to next month to calculate costs and information from contractor. **Motion carried.**

i. Final Acceptance Rebid of DeBack Industrial Park Phase 3 Improvements

Upon a motion by Sullivan and seconded by Minto, the Commission moved to recommend Final Acceptance of the Rebid of DeBack Industrial Park Phase 3 Improvements Projects. **Motion carried.**

9. Adjournment

Upon a motion by Minto and seconded by Pirk, the Commission moved to adjourn the regular meeting at 8:23pm. **Motion carried.**

Respectively submitted,
Anthony A. Bunkelman P.E.
Public Services Director



City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Meeting Minutes - Draft

Waterworks Commission

Tuesday, January 18, 2022

4:00 PM

Virtual - Zoom

Roll Call

PRESENT: 7 - Natalia Taft, John Tate II, Shannon Powell, Matthew Rejc, Cory Mason, Stacy Sheppard and Trevor Jung

EXCUSED: 1 - Paul Vornholt

0976-21

Subject: Approval of Minutes for the November 16, 2021 Meeting

Recommendation: Approve

A motion was made by Powell, seconded by Secretary Taft, that this file be Approved

0030-22

Subject: Budget Expenditures for November 2021 Totaling \$ 1,666,228.63

Recommendation: Receive and File

Highlights of the financial report given by office manager, Ken Scolaro

A motion was made by Mayor Mason, seconded by Secretary Taft, that this file be Received and Filed

0937-21

Subject: Change Order No. 2 on Contract W-21-1, Perry Ave Tank Roof Replacement, General Construction Services. (Contractor)

Recommendation: Approve

Interim General Manager presented change order no.2 on contract W-21-1 in the amount of \$45,200.00 bringing the total contract amount to \$1,455,200.00 and recommended for approval.

A motion was made by Jung, seconded by Powell, that this file be Approved

0003-22

Subject: Change Order No. 2 on Contract W-21-8, 2021 Water Main Replacement, Willkomm Excavating & Grading. (Contractor)

Recommendation: Approve

Interim General Manager presented change order no.2 on contract W-21-8 in the amount of \$9,082.20 bringing the total contract amount to \$993,391.85 and recommended for approval.

A motion was made by Sheppard, seconded by Secretary Taft, that this file be Approved

0026-22

Subject: Change Order No. 1 on Contract W-21-5, North Side Lead Service Replacements, Earth X. (Contractor)

Recommendation: Approve

Interim General Manager presented change order no.1 on contract W-21-5 a credit in the amount of (\$35,426.97) bringing the total contract amount to \$358,973.03 and recommended for approval.

A motion was made by Sheppard, seconded by Jung, that this file be Approved

0004-22

Subject: Request for Final Payment on Contract W-21-5, North Side Lead Service Replacements, Earth X. (Contractor)

Recommendation: Approve

Interim General Manager submitted final pay request on contract W-21-5 and recommended for approval that work performed by Earth X, LLC. (Contractor) be accepted and final payment be authorized for a total contract amount of \$358,973.03.

A motion was made by Secretary Taft, seconded by Sheppard, that this file be Approved

0027-22

Subject: Change Order No.1 on Contract W-21-6, South Side Lead Service Replacements, Five Star Energy Services, LLC. (Contractor)

Recommendation: Approval

Interim General Manager presented change order no.1 on contract W-21-6 a credit in the amount of (\$29,987.50) bringing the total contract amount to \$379,712.50 and recommended for approval.

A motion was made by Sheppard, seconded by Rejc, that this file be Approved

0005-22

Subject: Request for Final Payment on Contract W-21-6, South Side Lead Service Replacements, Five Star Energy Services, LLC. (Contractor)

Recommendation: Approve

Interim General Manager submitted final pay request on contract W-21-6 and recommended for approval that work performed by Five Star Energy Services, LLC. (Contractor) be accepted and final payment be authorized for a total contract amount of \$379,712.50.

A motion was made by Jung, seconded by Sheppard, that this file be Approved

0982-21

Subject: Bid Opening Results on Contract W-22-1, 2022 Water Main Replacement - Phase 1

Recommendation: Approve

The Interim General Manager submitted the bid results on Contract W-22-1, in the amount of \$499,200.00 and recommended approval to the lowest responsible bidder, that being Five Star Energy Services, LLC.

A motion was made by Secretary Taft, seconded by Sheppard, that this file be Approved

0981-21

Subject: Bid Opening Results on Contract W-22-2, 2022 Water Main Replacement - Phase 2

Recommendation: Approve

The Interim General Manager submitted the bid results on Contract W-22-2, in the amount of \$763,995.00 and recommended approval to the lowest responsible bidder, that being A.W. Oakes & Son, Inc.

A motion was made by Powell, seconded by Secretary Taft, that this file be Approved

0978-21

Subject: Bid Opening Results on Contract W-21-2, 42-inch Water Main Phase 2

Recommendation: Approve

The Interim General Manager submitted the bid results on Contract W-21-2 in the amount of \$4,904,988.00 and recommended approval to the lowest responsible bidder, that being Super Excavators, Inc.

A motion was made by Mayor Mason, seconded by Jung, that this file be Approved

0979-21

Subject: Bid Opening Results on Contract W-21-3, 42-inch Water Main Phase 3

Recommendation: Defer

The Interim General Manager submitted the bid results on Contract W-21-3, in the amount of \$8,482,341.75 and recommended approval to the lowest responsible bidder, that being Advance Construction, Inc. Commission would like community outreach and coordination with businesses in the area before moving forward.

A motion was made by Mayor Mason, seconded by Sheppard, that this file be Deferred

0980-21

Subject: Bid Opening Results on Contract W-21-11, 42-inch Water Main Phase 4

Recommendation: Defer

The Interim General Manager submitted the bid results on Contract W-21-11, in the amount of \$8,106,644.00 and recommended approval to the lowest responsible bidder, that being Super Excavators Inc. Commission would like community outreach and coordination with businesses and residents in the area before moving forward. The

Utility should also assess collaboration with the City Parks Department regarding grading work in the area.

A motion was made by Mayor Mason, seconded by Secretary Taft, that this file be Deferred

0019-22

Subject: Proposal from Kapur & Associates to Perform Inspection Services for the Construction of the Enterprise Way Watermain

Recommendation: Approve

The Interim General Manager presented the proposal from Kapur & Associates, Inc. for inspection related services at a cost not to exceed \$18,000.00. The cost is to be paid by the Village of Mt. Pleasant.

A motion was made by Mayor Mason, seconded by Sheppard, that this file be Approved

Adjournment

There being no further business, meeting adjourned at 5:40 p.m.

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City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Meeting Minutes - Draft

Wastewater Commission

Tuesday, January 18, 2022

4:30 PM

Virtual - Zoom

Roll Call

PRESENT: 10 - Natalia Taft, Robert Lui, Stacy Sheppard, Shannon Powell, Claude Lois, John Tate II, Matthew Rejc, Anthony Bunkelman, Trevor Jung and Cory Mason

ABSENT: 3 - John Hewitt, Jerrold Klinkosh and Dean Rosenberg

EXCUSED: 1 - Paul Vornholt

0878-21

Subject: Approval of Minutes for the November 16, 2021 Meeting

Recommendation: Approve

A motion was made by Sheppard, seconded by Mayor Mason, that this file be Approved

0029-22

Subject: Budget Expenditures for November 2021 Totaling \$1,132,299.36

Recommendation: Receive and File

Highlights of the financial report given by office manager, Ken Scolaro

A motion was made by Mayor Mason, seconded by Tate II, that this file be Received and Filed

0938-21

Subject: Change Order No. 2 on Contract A-21, 4th Street and Lake Ave Utility Relocation, Super Excavators, Inc. (Contractor)

Recommendation: Approve

Interim General Manager presented change order no.2 on contract A-21 in a credit amount of (\$45,011.17) bringing the total contract amount of \$844,434.68 and recommended for approval.

A motion was made by Mayor Mason, seconded by Sheppard, that this file be Approved

0912-21

Subject: Change Order No.3 on Contract A-21, 4th Street and Lake Avenue Utility Relocations, Super Excavators, Inc. (Contractor)

Recommendation: Approve

Interim General Manager presented change order no.3 on contract A-21 in the amount of \$1,000.00 bringing the total contract amount of \$845,434.68 and recommended for approval.

A motion was made by Lois, seconded by President Jung, that this file be Approved

0876-21

Subject: Request for Final Payment on Contract A-21, 4th Street and Lake Avenue Utility Relocations, Super Excavators, Inc. (Contractor)

Recommendation: Approve

Interim General Manager submitted final pay request on contract A-21 recommending that work performed by Super Excavators, Inc. (Contractor) be accepted and final payment be authorized for a total contract amount of \$845,434.68.

A motion was made by Mayor Mason, seconded by Lois, that this file be Approved

0020-22

Subject: Approval of 2022 Waste Hauler Rates

Recommendation: Approve

The Interim General Manager presented waste hauler rates for 2022 to recover utility costs attributed to treatment, analysis, and administration of the waste delivered by tanker truck to the wastewater treatment plant.

A motion was made by Lois, seconded by President Jung, that this file be Approved

0985-21

Subject: Request from Village of Caledonia for a Sanitary Sewer Extension for Prairie Pathways Phase IV - Button Bush Drive

Recommendation: Approve

The Interim General Manager submitted a sanitary sewer extension request from The Village of Caledonia for the Prairie Pathways Phase IV - Button Bush Drive and recommended approval. The Caledonia Utility District has previously reviewed and approved project plans.

A motion was made by Lois, seconded by Sheppard, that this file be Approved

0987-21

Subject: Proposal from RaSmith for the Chicory Road Area Sewer Improvements Project Interceptor Engineering Plans and Specifications

Recommendation: Approve

The Interim General Manager presented a proposal from raSmith for the Chicory Road area design and bid package for the sewer interceptor portion of the project. This proposal is not to exceed \$410,500.00.

A motion was made by Lois, seconded by President Jung, that this file be Approved

0986-21

Subject: Proposal from Strand for the Chicory Road Area Sewer

Improvements Project Storage Tank Engineering Plans and Specifications

Recommendation: Approve

The Interim General Manager presented a proposal from Strand Associates, Inc. for the Chicory Road area design and bid package for the wastewater storage tank portion of the project. This proposal is not to exceed \$675,000.00.

A motion was made by Lois, seconded by President Jung, that this file be Approved

0884-21

Subject: Consideration of Purchase Regarding Engine / Blower Upgrade Equipment - Rusty Schroedel from AECOM invited to meeting

Recommendation: Receive and File

A motion was made by Mayor Mason, seconded by Lois, that this file be Received and Filed

0811-21

Subject: Presentation of Racine Facilities Plan Study Overview - Rusty Schroedel from AECOM invited to meeting

Recommendation: Receive and File

AECOM gave a presentation / overview of the Wastewater Utility 20-year Facilities plan study. AECOM has submitted the draft Facilities Plan to the WDNR and is working with the Utility on a response to questions. Conveyance system projects address peak wet weather flow issues as well as future growth flows. Initial plant upgrade projects are to address deficiency items to replace old equipment. Future plant upgrades would provide treatment for Sewer Service Recipient (SSR) parties requests for growth. The existing plant will meet future flow projections through the year 2040 (2020-2040).

A motion was made by Mayor Mason, seconded by President Jung, that this file be Received and Filed

Adjournment

There being no further business, meeting adjourned at 6:57 p.m.

**Racine Water and
Wastewater Utilities**

Keith E. Haas, P.E.
General Manager



Michael L. Gitter, P.E.
Chief of Operations
Kenneth M. Scolaro, C.P.A.
Administrative Manager
Chad W. Regalia, P.E.
Chief Engineer

February 8, 2022

Ms. Kathy Kasper
Administrator
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

SUBJECT: Annual Notice of Allocated Capacity Usage

Dear Ms. Kasper:

Background

This letter is being sent to you in accordance with the Racine Area Intergovernmental Sanitary Sewer Service, Revenue-sharing, Cooperation and Settlement Agreement (Agreement) dated April 25, 2002. Section 5.5.g. requires the Wastewater Commission to provide the Sewer Service Recipient (SSR) Parties of the Agreement an "Annual Notice of Allocated Capacity Usage," and Section 5.3.i requires an "Annual Notice of Maximum Historical Parameters." Community treatment capacity is that as established in the July 31, 2018 revision #8 to the Agreement; and conveyance capacity as established in the December 17, 2019 revision #9.

Listed below are metrics where your community may have exceeded its purchased capacity in accordance with the Agreement. Section 5.5 of the Agreement covers thresholds of allocated capacity and what they may mean to your community. This section requires that the Wastewater Commission notify Parties when they exceed 80%, 90% and 95% of its allocated and purchased capacity. A full summary of annual flows and loadings are attached.

Sewer extensions are not permitted at the 90% exceedance level until the Party can demonstrate to the Commission that full use of the extension will not result in capacity exceedance. No new customer connections are permitted at the 95% exceedance level until the Party can demonstrate to the Commission that full use of the extension or connection will not result in capacity exceedance. No additional sewer extensions or connections are permitted under any circumstance at the 100% exceedance level until the Party system is modified to demonstrate no reasonable possibility of exceedance, and that the Party has acquired sufficient additional allocated system capacity.

Please consider this letter as having a two-fold purpose; first, to notify you of your 2021 annual usage in comparison to your allocated capacity; and secondly, as a notice of reaching a threshold of the Agreement, if applicable. Overall, 2021 was an extremely dry year overall with 24.05" of precipitation recorded at the treatment plant; the driest year in over 40 years and just 2 years after

the wettest. Total flow through the wastewater plant for 2021 = 5,544.634 MG (33% decrease from 2020).

[On an unrelated note to capacity, because Agreement Section 6.4.g. requires an annual “Reconciliation of Budget,” the very low 2021 flows may mean a substantial sewer rate increase in 2023. Reduced flow also translates into reduced revenue. However, the actual impact will not be known until compilation of the 2023 budget.]

Treatment Capacity

By Utility calculations, Caledonia has the following treatment capacity issues relative to what was purchased for the year 2021 (Note: Peak Monthly values are derived as a daily average over any consecutive 30-day period):

- *Average Daily TKN; Exceeded 80% of capacity (83% average).*

Caledonia did not have any treatment capacity parameter exceedances during 2021 for Flow, BOD, TSS, or Phosphorus.

Conveyance Capacity

Caledonia had 0 conveyance capacity flow exceedances for Peak Hour; and conveyance capacity Point-of-Entry flows on the following days:

- *None*

The Utility experienced Sanitary Sewer Overflows (SSOs) due to heavy rainfall in 2021, as follows:

- **None**

Note that system storage tanks (Grove Avenue and North Side Storage) were not used to divert, contain, and then treat high wet weather flow during the year: The LS#2 storage tank was used only as an aid to containing flow to support downstream construction of sewer interceptors at the 6th St bridge area.

Flow and Loadings Data Assessment

The Utility collects daily flow data from various system metering points. The result is that daily (5-minute) flow data is assimilated through the plant SCADA system for continuous recording. The basis for much of the analytical data is derived from daily sampling at the wastewater treatment plant influent, and biweekly to quarterly sampling of outlying gauging stations in the collection system. Analytical sampling data from remote locations is also interpolated to daily values based upon wet weather variations of flow and plant data to incorporate an Inflow/Infiltration (I/I) factor on days that a sample was not collected. Racine flow and loadings are determined as a subtraction of wastewater plant incoming values minus all other contributing SSR parties flow and loadings.

Section 5.10(b) of the Agreement provides that “the Racine Utility may, from time to time, take such grab samples of wastewater and conduct such monitoring at any of the metering stations as it deems appropriate, in its reasonable discretion, to determine the waste loadings or waste characteristics of such Party’s wastewater or to verify the flow rate of such wastewater”. The Utility is satisfied that the current sampling method and frequency are providing representative SSR party wastewater loading data in the most cost-effective manner. An increased sampling frequency comes with increased labor and cost burdens. Any SSR Party not satisfied with sampling frequency is free to fund independent monitoring and forward such data to the Utility to utilize in loading calculations. As indicated in Section 5.3(j) of the Agreement, “in the absence of such agreed-upon jointly submitted information, the Wastewater Commission shall be free to rely upon the metered wastewater flow data and sampling data”.

Flow and Loadings Impact

At this time, the Wastewater Utility is not experiencing plant operational issues with treatment capacity loadings (based on Annual Average and Monthly Peak assessments for flow, Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Phosphorus, or Nitrogen (TKN)). Still, I feel it is important that you recognize these issues in accordance with provisions in the Sewer Agreement. This is especially important as flows and loadings to the treatment plant may change with future development.

Facilities Plan

AECOM has submitted the draft 20-year (2020-2040) Facilities Plan to DNR for approval and continues to work through DNR questions with Utility staff. The Wastewater Commission approved the preliminary Cost-of-Service-Study (COSS) and authorized project approval for plant upgrade projects to replace old deficient equipment at the September 21, 2021 meeting. AECOM has been contracted to design the replacement engine-generator and blower system. Carollo Engineering has been contracted to design replacement of the UV disinfection system. SEH has been contracted to model air dispersion and apply for a new or revised plant air permit; and will also do design on any air treatment systems that will be required to meet air permit limits.

The Utility has submitted a Clean Water Fund Loan (CWFL) application (ITA) to DNR for 2023 funding of plant upgrade projects. As such, actual construction of upgraded facilities can not progress until the loan is processed, unless the SSR parties provide funding for COSS shares. It remains to be seen if principal forgiveness will be realized with the CWFL. As an Unplanned Upgraded Sewer Service Facility Project, the plant upgrade cost will be distributed to all SSR parties based on their average day flow treatment capacity.

Wastewater Collection System Projects

In regard to wastewater conveyance, it remains a prerequisite that all SSR parties seek methods to reduce collection system Inflow & Infiltration (I/I) issues. I/I is responsible for peak flow capacity exceedances and hinders treatment plant operations. All SSR parties should have developed individual Capacity, Management, Operation and Maintenance (CMOM) plans in an effort to eliminate SSOs.

As far as regional collection system work, the Commission received a project request from the Village of Mount Pleasant regarding a regional sewer improvement project in the Chicory Road area to remediate residential basement backups. Brown and Caldwell completed a technical review study for the Chicory Road project. The Wastewater Commission approved the preliminary COSS and authorized project approval at the October 26, 2021 meeting. Mt Pleasant (73.6%) and Racine (26.4%) share COSS payment. RASmith has been contracted to design the sewer interceptor upgrade on Chicory Road, and Strand Engineering has been contracted to design a 1.66 MG storage basin for wet weather flows. Similar to the plant upgrade project, the Utility has submitted a CWFL ITA to DNR for 2023 funding.

In response to past peak flow capacity exceedance, Caledonia continues with its Central Lift Station and Attenuation Basin Facilities Plan. Caledonia has chosen to not appeal to the Commission for authorization of this project as an Unplanned Upgraded Sewer Service Facility and will fully fund this project. Per October 21, 2021 legal opinion from Attorney Paul Kent of Stafford/Rosenbaum, the Commission does not need to approve a project by an SSR Party for a project which: (a) it is funding itself and (b) is maintaining its existing allocations under the Agreement. The Commission authorized to Caledonia temporary sewer moratorium relief for sewer extensions and connections on July 28, 2020 for an undefined period, which remains in effect.

The Utility also contracted Brown and Caldwell to study the Main St-Goold St area for sanitary sewer system improvements. The DNR has notified the Utility in relation to Facilities Plan (FP) review that safety site (SS) sanitary sewer overflows (SSO) should accommodate a 5-year storm level of protection. The draft FP identifies two SS locations that the AECOM model shows SSO conditions below the 5-year storm. One of these (SS02) is impacted by the Main-Goold area and the Utility has need for a project to provide wet weather protection to that location. In addition, Racine as an SSR Party also has an opportunity to expand upon the Main-Goold area to provide additional system I/I reduction and reduce peak flows as part of its plan to mitigate a sewer moratorium for peak hour flow capacity exceedance. The study will be complete in early 2022 and a plan of recommendation will be presented to the Commission.

The other SS identified by DNR for 5-year storm protection is SS08. The Utility has also contracted Brown and Caldwell to study this area, which should also be complete in early 2022. The good news is that SS08 flows can be remediated through technical operation control of the upstream Lift Station #2 storage basin. In short, during wet weather events more water can be diverted to storage for later treatment through operational pumping procedures at LS#2. This will assure that flows can be reduced downstream at SS08 to provide adequate protection without having to construct any additional facilities.

The Utility does not plan to initiate any other regional collection system projects until wet weather issues require further implementation of the 2009 draft Storage Optimization Plan or the 2020 Facilities Plan; or an SSR Party provides a project request to the Commission.

Action Item

Caledonia is currently under a temporary relief of the sewer moratorium for sewer extensions and connections for peak flow exceedances at Riverbend and Central (conveyance), and for plant peak flow (treatment capacity). The Wastewater Commission approved a temporary moratorium relief on July 28, 2020. The end date for the expiration of the temporary relief was not defined, but is not considered permanent. Caledonia will need to address Commission concerns for further consideration by the Wastewater Commission for permanent removal of the sewer moratorium.

At this time, as a minimum, you need to provide a written response to the Commission indicating that you acknowledge receipt of this information. I would also encourage you to document in that letter the efforts that your community has taken in the past year or plans to take in the future to address and reduce collection system Inflow & Infiltration. The Utility requires this information as part of its DNR Collection System Report due annually by June 30 per the plant WPDES permit.

Sincerely,



Michael Gitter, P.E.
Interim General Manager

c: T. Ludwig (Foth)
B. Lui
T. Bunkelman

Attachment

RACINE AREA INTERGOVERNMENTAL SANITARY SEWER SERVICE, REVENUE-SHARING, COOPERATION AND SETTLEMENT AGREEMENT
Annual Notice of Allocated Capacity Usage by Party per Section V., 5.5 g. (EXHIBIT E - TREATMENT CAPACITY)

2021

ANNUAL AVERAGE DAILY CAPACITY

	Average Day Flow				Average Daily BOD				Average Daily TSS				Average Daily Phos				Average Daily TKN		
	Capacity mgd	Avg mgd	Utilized %	Max Day mgd	Capacity lbs/day	Avg lbs/day	Utilized %	Capacity lbs/day	Avg lbs/day	Utilized %	Capacity lbs/day	Avg lbs/day	Utilized %	Capacity lbs/day	Avg lbs/day	Utilized %	Capacity lbs/day	Avg lbs/day	Utilized %
Racine	17.06	6.520	38.2%	21.396	14,555	7,399	50.8%	17,796	5,901	33.2%	425	129	30.4%	2,253	1,345	59.7%			
Mount Pleasant	11.49	5.030	43.8%	15.083	10,173	4,617	45.4%	13,888	5,809	41.8%	290	174	60.2%	1,396	989	70.8%			
Caledonia	5.13	2.717	53.0%	7.968	5,716	3,039	53.2%	7,054	2,918	41.4%	170	90	53.2%	901	745	82.7%			
Sturtevant	1.78	0.832	46.7%	2.623	1,606	1,944	121.0%	1,981	1,363	68.8%	48	36.5	75.9%	253	282	111.5%			
North Bay	0.00	0.015		0.016	0	18		0	16		0	0.4		0	3.5				
Elmwood Park	0.00	0.034		0.036	0	41		0	38		0	1.0		0	8.0				
Overall Plant	35.46	15.148	42.7%		32,050	17,056	53.2%	40,719	16,046	39.4%	933	432	46.3%	4,803	3,373	70.2%			

MONTHLY PEAK CAPACITY (Daily Avg Over any Consecutive 30-day Period)

	Peak Monthly Flow				Peak Monthly BOD				Peak Monthly TSS			
	Capacity mgd	Max mgd	# Days > 95%	# Days > 80%	Capacity lbs/day	Max lbs/day	# Days > 95%	# Days > 80%	Capacity lbs/day	Max lbs/day	# Days > 95%	# Days > 80%
Racine	23.20	13.260	0	0	17,466	10,054	0	0	23,313	8,600	0	0
Mount Pleasant	15.63	9.062	0	0	12,208	6,187	0	0	18,194	7,300	0	0
Caledonia	6.97	5.264	0	0	6,859	3,444	0	0	9,241	3,543	0	0
Sturtevant	2.42	1.476	0	0	1,927	2,321	231	329	2,596	1,581	60.9%	0
North Bay	0.00	0.016			0	22			0	20		
Elmwood Park	0.00	0.044			0	50			0	45		
Overall Plant	48.22	29.123			38,460	22,078			53,344	21,089		39.5%

MONTHLY PEAK CAPACITY (Daily Avg Over any Consecutive 30-day Period)

	Peak Monthly Phos				Peak Monthly TKN				Peak Day Flow				Peak Hour Flow			
	Capacity lbs/day	Max lbs/day	# Days > 95%	# Days > 80%	Capacity lbs/day	Max %	# Days > 95%	# Days > 80%	Capacity mgd	Max mgd	# Days > 95%	# Days > 80%	Capacity mgd	Max mgd	# Days > 95%	# Days > 80%
Racine	543	166	0	0	3,019	1,503	0	0	90.59	0	0	0	109.12	0	0	0
Mount Pleasant	371	229	0	0	1,870	1,232	0	0	51.71	0	0	0	91.04	0	0	0
Caledonia	218	103	0	0	1,208	861	0	0	18.32	0	0	0	24.72	0	0	0
Sturtevant	61	41.5	0	0	340	318.4	0	210	6.04	0	0	0	10.18	0	0	0
North Bay	0	0.6			0	4.2			0.00				0.00			
Elmwood Park	0	1.3			0	9.3			0.00				0.00			
Overall Plant	1,193	541			6,437	3,928			166.66				235.06			

RACINE AREA INTERGOVERNMENTAL SANITARY SEWER SERVICE, REVENUE-SHARING, COOPERATION AND SETTLEMENT AGREEMENT
Annual SSR Party Notice of Allocated Capacity Usage per Section V., 5.5 g. and Allocated Capacity Maximum Historical Parameters per Section V., 5.3 i.

ANNUAL AVERAGE DAILY CAPACITY CALEDONIA

	Average Day Flow			Average Daily BOD			Average Daily TSS			Average Daily Phos			Average Daily TKN			
	Capacity mgd	Avg mgd	Utilized %	Max Day mgd	Capacity lbs/day	Avg lbs/day	Utilized %	Capacity lbs/day	Avg lbs/day	Utilized %	Capacity lbs/day	Avg lbs/day	Utilized %	Capacity lbs/day	Avg lbs/day	Utilized %
2017	6.13	3.530	57.6	12.630	6,593	2,747	41.7	8,137	2,968	36.5	196	93	47.7	1,036	664	64.1
2018	6.13	4.136	67.5	16.685	6,593	3,400	51.6	8,137	3,509	43.1	196	96	49.1	1,036	765	73.9
2019	5.13	4.472	87.2%	13.696	5,716	2,944	51.5%	7,054	2,841	40.3%	170	92	53.9%	901	785	87.1%
2020	5.13	4.022	78.4%	18.769	5,716	2,305	40.3%	7,054	2,287	32.4%	170	86	50.8%	901	659	73.1%
2021	5.13	2.717	53.0%	7.968	5,716	3,039	53.2%	7,054	2,918	41.4%	170	90	53.2%	901	745	82.7%
5-yr Avg	5.13	3.775	73.6%		5,716	2,887	50.5%	7,054	2,905	41.2%	170	92	53.9%	901	724	80.3%
Historical Max		4.472				3,400			3,509			96			785	

MONTHLY PEAK CAPACITY (Daily Avg Over any Consecutive 30-day Period) CALEDONIA

	Peak Monthly Flow				Peak Monthly BOD				Peak Monthly TSS				Peak Monthly Phos			
	Capacity mgd	Max mgd	%	# Days > 95%	Capacity lbs/day	Max lbs/day	%	# Days > 80%	Capacity lbs/day	Max lbs/day	%	# Days > 95%	Capacity lbs/day	Max lbs/day	%	# Days > 80%
2017	8.33	7.630	91.6	0	7,912	3,678	46.5	0	10,660	4,903	46.0	0	251	110	43.8	0
2018	8.33	6.374	76.5	0	7,912	3,895	48.5	0	10,660	4,309	40.4	0	251	105	41.9	0
2019	6.97	6.529	93.7%	0	6,859	3,504	51.1%	0	9,241	3,659	39.6%	0	218	104	47.5%	0
2020	6.97	7.612	109.2%	12	6,859	2,977	43.4%	0	9,241	3,378	36.6%	0	218	98	44.8%	0
2021	6.97	5.264	75.5%	0	6,859	3,444	50.2%	0	9,241	3,543	38.3%	0	218	103	47.0%	0
Historical Max		8.215				4,349				4,903				110		

PEAK FLOW CAPACITY CALEDONIA

	Peak Monthly TKN			
	Capacity lbs/day	Max lbs/day	%	# Days > 95%
2017	1,389	765	55.1	0
2018	1,389	828	59.6	0
2019	1,208	861	71.3%	0
2020	1,208	787	65.1%	0
2021	1,208	861	71.3%	0
Historical Max		861		

	Peak Day Flow				Peak Hour Flow			
	Capacity mgd	Max Day mgd	# Days > 95%	# Days > 80%	Capacity mgd	Max Day mgd	# Days > 95%	# Days > 80%
2017	23.10	14.200	0	0	31.41	20.279	0	0
2018	23.10	17.307	0	0	31.41	24.491	0	0
2019	18.32	13.284	0	0	24.72	18.701	0	0
2020	18.32	22.856	5	7	24.72	27.108	6	7
2021	18.32	5.203	0	0	24.72	8.546	0	0
Historical Max		22.856				27.108		

	PRECIP	
	Inches	
2017	38.54	
2018	46.27	
2019	48.74	
2020	40.52	
2021	24.05	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ACH - SUPERFLEET								
1730	ACH - SUPERFLEET	2/11/2022	FUEL FOR DISTRICT VEHICLES	01/20/2022	49.44	.00		501-00-63200 Fuel, Oil, Fluids
	Total ACH - SUPERFLEET:				49.44	.00		
ALLAN J. COLEMAN - CHICAGO								
9208	ALLAN J. COLEMAN - CHICAGO	0257767	SEWER LATERAL TELEVISIONS	01/20/2022	8,480.87	.00		501-00-64110 Small Equipment
	Total ALLAN J. COLEMAN - CHICAGO:				8,480.87	.00		
BJELAJAC & KALLENBACH, LLC								
210	BJELAJAC & KALLENBACH, LL	22115-00H	LEGAL SERVICES FOR 1/27/202	01/31/2022	79.00	.00		501-18736-000 CIP-Hoods Creek Attenuation
	Total BJELAJAC & KALLENBACH, LLC:				79.00	.00		
BONAFIDE SECURITY SOLUTIONS								
9051	BONAFIDE SECURITY SOLUTIO	5713	DUNK. RD. DIVERSION DOOR L	01/21/2022	725.25	.00		501-00-64240 Building Repairs & Maintenance
	Total BONAFIDE SECURITY SOLUTIONS:				725.25	.00		
EWALDS HARTFORD FORD LLC								
630	EWALDS HARTFORD FORD LLC	40371	2022 FORD 350 TRUCK	01/27/2022	28,815.50	.00		501-04-65140 Vehicle Replacement
630	EWALDS HARTFORD FORD LLC	40371A	2022 TRUCK REGISTRATION	01/28/2022	82.75	.00		501-04-65140 Vehicle Replacement
	Total EWALDS HARTFORD FORD LLC:				28,898.25	.00		
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	76168	RIVERBEND SAFETY SITE	01/23/2022	19,599.00	.00		501-18725-000 CIP-Riverbend Safety Site
666	FOTH INFRASTRUCTURE & EN	76172	HOODS CREEK BASIN	01/23/2022	17,877.02	.00		501-18736-000 CIP-Hoods Creek Attenuation
666	FOTH INFRASTRUCTURE & EN	76174	GENERAL ENGINEERING	01/23/2022	648.00	.00		501-00-61340 Engineering Design Charges
666	FOTH INFRASTRUCTURE & EN	76181	GIS MAPPING	01/23/2022	181.25	.00		501-00-62103 Mapping
	Total FOTH INFRASTRUCTURE & ENVIRO, LLC:				38,305.27	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	147839	MISC. SUPPLIES	01/25/2022	55.18	.00		501-00-64070 Work Supplies
	Total KORTENDICK HARDWARE:				55.18	.00		

Report dates: 1/1/2021-2/17/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
MILWAUKEE METROPOLITAN SEWAGE DISTRICT								
1338	MILWAUKEE METROPOLITAN S	CC3-21	2021 CAPITAL CHARGE	12/17/2021	46,275.00	.00		501-00-62550 Sewer Treatment Charges
Total MILWAUKEE METROPOLITAN SEWAGE DISTRICT:								
NETWORK SPECIALIST OF RACINE, INC.								
1390	NETWORK SPECIALIST OF RAC	41984	MARCH 2022 OFFICE SERVER	02/08/2022	125.00	.00		501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:								
STARNET TECHNOLOGIES								
1855	STARNET TECHNOLOGIES	0091990-IN	L.S. SCADA ALARM CHARGES F	01/31/2022	420.00	.00		501-00-64150 Communication Services
Total STARNET TECHNOLOGIES:								
UTILITY VENDOR REFUND								
8996	UTILITY VENDOR REFUND	100-0155-80	UTILITY BILL REFUND	01/28/2022	182.31	.00		501-00-46251 Residential Service
Total UTILITY VENDOR REFUND:								
VERIZON WIRELESS								
2068	VERIZON WIRELESS	9898540704	SCADA ALARM SYSTEM	02/01/2022	20.00	.00		501-00-64150 Communication Services
Total VERIZON WIRELESS:								
WAREHOUSE DIRECT								
2099	WAREHOUSE DIRECT	5141060-1	LETTER OPENERS	01/24/2022	5.42	.00		501-00-64030 Office Supplies
Total WAREHOUSE DIRECT:								
Grand Totals:					123,620.99	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ACH - SUPERFLEET								
1730	ACH - SUPERFLEET	02/20/2022	FUEL FOR DISTRICT VEHICLES	02/20/2022	33.98	.00		501-00-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:								
					33.98	.00		
ACH - WE ENERGIES								
380	ACH - WE ENERGIES	02/01/2022	GAS & ELECTRIC SERVICE	03/01/2022	11,901.79	.00		501-00-64140 Utilities
Total ACH - WE ENERGIES:								
					11,901.79	.00		
BUY RIGHT, INC.								
273	BUY RIGHT, INC.	14873-354350	VEHICLE OIL	02/22/2022	60.60	.00		501-00-63200 Fuel, Oil, Fluids
273	BUY RIGHT, INC.	14873-354350	VEHICLE SUPPLIES	02/22/2022	35.70	.00		501-00-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-354446	VEHICLE PARTS	02/24/2022	8.95	.00		501-00-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-354545	GMC DUMP TRUCK PARTS	02/24/2022	108.98	.00		501-00-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:								
					214.23	.00		
CHICOS LLC								
345	CHICOS LLC	33037	MOUNT SNOW PLOW ON NEW	02/22/2022	1,837.86	.00		501-04-65140 Vehicle Replacement
Total CHICOS LLC:								
					1,837.86	.00		
EHLERS INVESTMENT PARTNERS								
584	EHLERS INVESTMENT PARTNE	69635	2017C SERIES CORPORATE PU	02/14/2022	400.00	.00		501-00-61000 Professional Services
Total EHLERS INVESTMENT PARTNERS:								
					400.00	.00		
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	76480	RIVERBEND LIFT STATION SAF	02/18/2022	29,662.40	.00		501-18725-000 CIP-Riverbend Safety Site
666	FOTH INFRASTRUCTURE & EN	76483	HOODS CREEK BASIN	02/18/2022	17,338.50	.00		501-18736-000 CIP-Hoods Creek Attenuation
666	FOTH INFRASTRUCTURE & EN	76489	GENERAL ENGINEERING	02/18/2022	460.00	.00		501-00-62103 Mapping
666	FOTH INFRASTRUCTURE & EN	76489	GENERAL ENGINEERING	02/18/2022	2,346.00	.00		501-00-61340 Engineering Design Charges
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:								
					49,806.90	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	148429	MISC. SUPPLIES	02/22/2022	37.05	.00		501-00-64070 Work Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total KORTENDICK HARDWARE:								
					37.05	.00		
NETWORK SPECIALIST OF RACINE, INC.								
1390	NETWORK SPECIALIST OF RAC	42046	1 YEAR ANTI VIRUS LICENSING	02/24/2022	213.57	.00		501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:								
					213.57	.00		
SPECTRUM ENTERPRISE								
1832	SPECTRUM ENTERPRISE	015536902142	INTERNET SERVICE AT DISTRI	02/14/2022	82.49	.00		501-00-64150 Communication Services
Total SPECTRUM ENTERPRISE:								
					82.49	.00		
U. S. CELLULAR								
2026	U. S. CELLULAR	0489887147	ALL UTILITY DISTRICT CELL PH	02/06/2022	146.72	.00		501-00-64150 Communication Services
2026	U. S. CELLULAR	0490534590	HOODS CREEK BASIN REPEAT	02/10/2022	7.02	.00		501-00-64150 Communication Services
Total U. S. CELLULAR:								
					153.74	.00		
UTILITY VENDOR REFUND								
8996	UTILITY VENDOR REFUND	007-4615-00	UTILITY BILL REIMBURSEMENT	02/16/2022	83.59	.00		501-00-46251 Residential Service
Total UTILITY VENDOR REFUND:								
					83.59	.00		
Grand Totals:								
					64,765.20	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ACH - SUPERFLEET								
1730 ACH - SUPERFLEET		2/11/2022	FUEL FOR DISTRICT VEHICLES	01/20/2022	49.44	.00		500-00-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:								
					49.44	.00		
AMERICAN WATER WORKS								
80 AMERICAN WATER WORKS		10/26/2021	2022 UTILITY DISTRICT MEMBE	10/26/2021	259.00	.00		500-00-51300 Education/Training/Conferences
Total AMERICAN WATER WORKS:								
					259.00	.00		
ASCENSION MEDICAL GROUP								
135 ASCENSION MEDICAL GROUP		172004	DRUG/ALCOHOL SCREEN	01/31/2022	67.00	.00		500-00-51000 Drug and Alcohol Testing
Total ASCENSION MEDICAL GROUP:								
					67.00	.00		
BADGER METER INC.								
163 BADGER METER INC.		1486654	BEACON BILLING INTEGRATIO	02/09/2022	787.50	.00		500-18701-107 CIP - Meters
Total BADGER METER INC.:								
					787.50	.00		
CALEDONIA PARTNERS LLC								
9209 CALEDONIA PARTNERS LLC		02082022	MAIN ST WATER METER VAULT	02/08/2022	7,000.00	.00		500-18735-107 CIP - North Kremer Watermain
Total CALEDONIA PARTNERS LLC:								
					7,000.00	.00		
CORE & MAIN LP								
405 CORE & MAIN LP		Q234690	WATERMAIN REPAIR PARTS	01/21/2022	2,169.84	.00		500-00-64240 Building Repairs & Maintenance
405 CORE & MAIN LP		Q251717	WATERMAIN REPAIR PARTS	01/21/2022	2,539.02	.00		500-00-64240 Building Repairs & Maintenance
Total CORE & MAIN LP:								
					4,708.86	.00		
EWALDS HARTFORD FORD LLC								
630 EWALDS HARTFORD FORD LLC		40371	2022 FORD 350 TRUCK	01/27/2022	28,815.50	.00		500-04-65130 Vehicle Replacement
630 EWALDS HARTFORD FORD LLC		40371A	2022 TRUCK REGISTRATION	01/28/2022	82.75	.00		500-04-65130 Vehicle Replacement
Total EWALDS HARTFORD FORD LLC:								
					28,898.25	.00		
FASTENAL								
637 FASTENAL		WIRAC193643	STAINLESS STEEL VALVE BOLT	01/28/2022	337.06	.00		500-00-64240 Building Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total FASTENAL:								
					337.06	.00		
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	76171	EPA EMER. RESPONSE PLAN	01/23/2022	125.52	.00		500-00-61010 EPA Risk Resilience
666	FOTH INFRASTRUCTURE & EN	76173	N. KREMER WATERMAIN RELA	01/23/2022	34,628.26	.00		500-18735-107 CIP - North Kremer Watermain
666	FOTH INFRASTRUCTURE & EN	76174	GENERAL ENGINEERING	01/23/2022	648.00	.00		500-00-61340 Engineering Design Charges
666	FOTH INFRASTRUCTURE & EN	76175	2021 BLACKTOP REPLACEMENT	01/23/2022	1,603.10	.00		500-18736-107 CIP - 2021 WATER MAIN REPAVING
666	FOTH INFRASTRUCTURE & EN	76180	WASHINGTON MEADOWS WAT	01/23/2022	29,260.88	.00		500-18737-107 CIP - WASHINGTON MEADOWS
666	FOTH INFRASTRUCTURE & EN	76181	GIS MAPPING	01/23/2022	181.25	.00		500-00-62103 Mapping
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:								
					66,447.01	.00		
G & F EXCAVATING								
687	G & F EXCAVATING	35254	REPAIR 2 WATERMAIN VALVES	01/21/2022	5,688.00	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	35255	TRUCK SPOIL MATERIAL FROM	01/20/2022	941.00	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	35258	REPAIR 2 WATERMAIN VALVES	01/27/2022	6,480.00	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	35260	7119 LAMBERTON WATERBREA	01/31/2022	2,498.75	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	35263	N.GREEN BAY RD. /ST RITA RD.	02/02/2022	8,815.00	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	35268	3036 N.GREEN BAY RD. REMOV	02/08/2022	1,312.50	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	35269	TRUCK SPOIL FROM WATERBR	02/08/2022	2,100.00	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	35277	9839 CADDY LANE WATERBRE	02/15/2022	3,151.25	.00		500-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:								
					30,986.50	.00		
GLEASON REDI MIX								
723	GLEASON REDI MIX	309586	3036 N. GREEN BAY RD. WATE	02/02/2022	1,638.00	.00		500-00-64240 Building Repairs & Maintenance
Total GLEASON REDI MIX:								
					1,638.00	.00		
JET VAC ENVIRONMENTAL								
939	JET VAC ENVIRONMENTAL	4489	STAINLESS STEEL VALVE OPE	02/08/2022	1,948.46	.00		500-00-64240 Building Repairs & Maintenance
Total JET VAC ENVIRONMENTAL:								
					1,948.46	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	147839	MISC. SUPPLIES	01/25/2022	55.17	.00		500-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	148088	WATER METER JUMPER PIPES	02/04/2022	34.06	.00		500-00-64070 Work Supplies

Report dates: 1/1/2021-2/17/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total KORTENDICK HARDWARE:								
					89.23	.00		
NETWORK SPECIALIST OF RACINE, INC.								
1390	NETWORK SPECIALIST OF RAC	41984	MARCH 2022 OFFICE SERVER	02/08/2022	125.00	.00		500-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:								
					125.00	.00		
NORTHERN LAKE SERVICE, INC								
1411	NORTHERN LAKE SERVICE, IN	413044	1ST QTR. 2022 VILLAGE HALL B	01/24/2022	31.50	.00		500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC.:								
					31.50	.00		
OAK CREEK WATER UTILITY								
1423	OAK CREEK WATER UTILITY	4997	FEBURARY 2022 BAC "T" SAMP	02/07/2022	365.00	.00		500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:								
					365.00	.00		
SHERWIN INDUSTRIES								
1795	SHERWIN INDUSTRIES	SCO48125	COLD PATCH FOR WATERBREA	02/10/2022	418.75	.00		500-00-64240 Building Repairs & Maintenance
Total SHERWIN INDUSTRIES:								
					418.75	.00		
STARNET TECHNOLOGIES								
1855	STARNET TECHNOLOGIES	0091990-IN	L.S. SCADA ALARM CHARGES F	01/31/2022	180.00	.00		500-00-64150 Communication Services
Total STARNET TECHNOLOGIES:								
					180.00	.00		
TERRY & NUNDO, LLC								
1934	TERRY & NUNDO, LLC	16608	LITIGATION DEFENSE -ACCOU	01/04/2022	6,634.10	.00		500-00-61100 Legal Fees
Total TERRY & NUNDO, LLC:								
					6,634.10	.00		
UTILITY VENDOR REFUND								
8996	UTILITY VENDOR REFUND	100-0155-80	UTILITY BILL REFUND	01/28/2022	182.31	.00		500-00-46251 Residential Service
8996	UTILITY VENDOR REFUND	100-0155-80	UTILITY BILL REFUND	01/28/2022	182.32	.00		500-00-46255 Public Fire Protection
Total UTILITY VENDOR REFUND:								
					364.63	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
VERIZON WIRELESS								
2068	VERIZON WIRELESS	9898540704	SCADA ALARM SYSTEM	02/01/2022	20.01	.00		500-00-64150 Communication Services
Total VERIZON WIRELESS:					20.01	.00		
WAREHOUSE DIRECT								
2099	WAREHOUSE DIRECT	5141060-1	LETTER OPENERS	01/24/2022	5.41	.00		500-00-64030 Office Supplies
Total WAREHOUSE DIRECT:					5.41	.00		
Grand Totals:					151,360.71	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ACH - SUPERFLEET								
1730	ACH - SUPERFLEET	02/20/2022	FUEL FOR DISTRICT VEHICLES	02/20/2022	33.98	.00		500-00-63200 Fuel, Oil, Fluids
	Total ACH - SUPERFLEET:				33.98	.00		
ACH - WE ENERGIES								
380	ACH - WE ENERGIES	02/01/2022	GAS & ELECTRIC SERVICE	03/01/2022	1,497.62	.00		500-00-64140 Utilities
	Total ACH - WE ENERGIES:				1,497.62	.00		
BADGER METER INC.								
163	BADGER METER INC.	1489941	M-70 METER CHAMBERS	02/25/2022	606.67	.00		500-18701-107 C/P - Meters
	Total BADGER METER INC.:				606.67	.00		
BUY RIGHT, INC.								
273	BUY RIGHT, INC.	14873-354350	VEHICLE OIL	02/22/2022	60.60	.00		500-00-63200 Fuel, Oil, Fluids
273	BUY RIGHT, INC.	14873-354350	VEHICLE SUPPLIES	02/22/2022	35.69	.00		500-00-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-354446	VEHICLE PARTS	02/24/2022	8.96	.00		500-00-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-354545	GMC DUMP TRUCK PARTS	02/24/2022	108.97	.00		500-00-63300 Vehicle Repairs & Maintenance
	Total BUY RIGHT, INC.:				214.22	.00		
CHICOS LLC								
345	CHICOS LLC	33037	MOUNT SNOW FLOW ON NEW	02/22/2022	1,837.86	.00		500-04-65130 Vehicle Replacement
	Total CHICOS LLC:				1,837.86	.00		
EHLERS INVESTMENT PARTNERS								
584	EHLERS INVESTMENT PARTNE	69632	2013B WATER SYSTEM BONDS	02/14/2022	400.00	.00		500-00-61000 Professional Services
	Total EHLERS INVESTMENT PARTNERS:				400.00	.00		
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	76484	N. KREMER WATERMAIN RELA	02/18/2022	12,388.00	.00		500-18735-107 C/P - North Kremer Watermain
666	FOTH INFRASTRUCTURE & EN	76485	2021 BLACKTOP REPLACEMENT	02/18/2022	1,858.00	.00		500-18736-107 C/P - 2021 WATER MAIN REPAVING
666	FOTH INFRASTRUCTURE & EN	76488	WASHINGTON MEADOWS WAT	02/18/2022	13,549.15	.00		500-18737-107 C/P - WASHINGTON MEADOWS
666	FOTH INFRASTRUCTURE & EN	76489	GENERAL ENGINEERING	02/18/2022	460.00	.00		500-00-62103 Mapping

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:								
					28,255.15	.00		
GLEASON REDI MIX								
723	GLEASON REDI MIX	309631	3036 NGB RD. TEMP. CONCRET	02/08/2022	610.00	.00		500-00-64240 Building Repairs & Maintenance
Total GLEASON REDI MIX:								
					610.00	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	148429	MISC. SUPPLIES	02/22/2022	37.04	.00		500-00-64070 Work Supplies
Total KORTENDICK HARDWARE:								
					37.04	.00		
NETWORK SPECIALIST OF RACINE, INC.								
1390	NETWORK SPECIALIST OF RAC	42046	1 YEAR ANTI VIRUS LICENSING	02/24/2022	213.58	.00		500-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:								
					213.58	.00		
NORTHERN LAKE SERVICE, INC								
1411	NORTHERN LAKE SERVICE, IN	414045	VILLAGE HALL WELL SAMPLE	02/14/2022	208.95	.00		500-00-62560 Water Sampling and Testing
1411	NORTHERN LAKE SERVICE, IN	414148	1ST QTR. 2022 TRIHALO. HALO	02/15/2022	619.52	.00		500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:								
					828.47	.00		
OAK CREEK WATER UTILITY								
1423	OAK CREEK WATER UTILITY	4999	FEB. 2022 BAC "T" WATER SAM	02/18/2022	365.00	.00		500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:								
					365.00	.00		
PAYNE & DOLAN, INC.								
1474	PAYNE & DOLAN, INC.	1786863	STONE FOR WATERBREAKS	02/17/2022	60.00	.00		500-00-64240 Building Repairs & Maintenance
Total PAYNE & DOLAN, INC.:								
					60.00	.00		
PTS CONTRACTORS, INC.								
9106	PTS CONTRACTORS, INC.	Pay App. # 3	N. KREMER WATERMAIN RELA	02/21/2022	340,809.90	.00		500-18735-107 CIP - North Kremer Watermain
Total PTS CONTRACTORS, INC.:								
					340,809.90	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
SPECTRUM ENTERPRISE								
1832	SPECTRUM ENTERPRISE	015536902142	INTERNET SERVICE AT DISTRI	02/14/2022	82.49	.00		500-00-64150 Communication Services
Total SPECTRUM ENTERPRISE:					82.49	.00		
U. S. CELLULAR								
2026	U. S. CELLULAR	0489887147	ALL UTILITY DISTRICT CELL PH	02/06/2022	146.72	.00		500-00-64150 Communication Services
Total U. S. CELLULAR:					146.72	.00		
UTILITY VENDOR REFUND								
8996	UTILITY VENDOR REFUND	007-4615-00	UTILITY BILL REIMBURSEMENT	02/16/2022	83.59	.00		500-00-46251 Residential Service
8996	UTILITY VENDOR REFUND	007-4615-00	UTILITY BILL REIMBURSEMENT	02/16/2022	83.58	.00		500-00-46255 Public Fire Protection
Total UTILITY VENDOR REFUND:					167.17	.00		
Grand Totals:					376,165.87	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ALLAN J. COLEMAN - CHICAGO								
9208	ALLAN J. COLEMAN - CHICAGO	0257767	SEWER LATERAL TELEVISION	01/20/2022	4,240.43	.00		502-00-64110 Small Equipment
	Total ALLAN J. COLEMAN - CHICAGO:							
					4,240.43	.00		
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	76167 STH 32	PROJECT #0019C035.01 STH 32	01/23/2022	14,243.88	.00		502-00-65154 HWY 32 Stream Restoration
	Total FOTH INFRASTRUCTURE & ENVIRO, LLC:							
					14,243.88	.00		
LANDMARK TITLE OF RACINE, INC.								
1133	LANDMARK TITLE OF RACINE, I	LML-70402	6525 7 MILE RD LOT 3	11/23/2021	85.00	.00		502-00-61100 Legal Fees
	Total LANDMARK TITLE OF RACINE, INC.:							
					85.00	.00		
ROOT PIKE WIN								
1697	ROOT PIKE WIN	111-257	2022 SWCWM STAFF TIME PRG	01/25/2022	4,455.00	.00		502-00-62102 MS4 - PUBLIC EDUCATION
	Total ROOT PIKE WIN:							
					4,455.00	.00		
STARNET TECHNOLOGIES								
1855	STARNET TECHNOLOGIES	0091990-IN	L.S. SCADA ALARM CHARGES F	01/31/2022	60.00	.00		502-00-64150 Communication Services
	Total STARNET TECHNOLOGIES:							
					60.00	.00		
STRAND ASSOCIATES INC.								
1893	STRAND ASSOCIATES INC.	0179144	ILLICIT DISCHARGE DETECTIO	01/13/2022	423.98	.00		502-00-62101 MS4 - ILLICIT DISCHARGE
	Total STRAND ASSOCIATES INC.:							
					423.98	.00		
TAX REFUND VENDOR								
8997	TAX REFUND VENDOR	042230044000	PROPERTY TAX REFUND 2020	01/26/2022	48.94	.00		502-00-47400 ERU Storm water fee
8997	TAX REFUND VENDOR	042230044000	PROPERTY TAX REFUND	01/25/2022	48.94	.00		502-00-47400 ERU Storm water fee
	Total TAX REFUND VENDOR:							
					97.88	.00		
	Grand Totals:							
					23,606.17	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ACH - SIMPLIFILE, LC								
768	ACH - SIMPLIFILE, LC	ACCT#WIT74R	CONCRETE IN EASEMENT - 691	03/01/2022	35.25	.00		502-00-61100 Legal Fees
768	ACH - SIMPLIFILE, LC	ACCT#WIT74R	CONCRETE IN RIGHT-OF-WAY -	03/01/2022	35.25	.00		502-00-61100 Legal Fees
Total ACH - SIMPLIFILE, LC:					70.50	.00		
ACH - WE ENERGIES								
380	ACH - WE ENERGIES	02/01/2022	GAS & ELECTRIC SERVICE	03/01/2022	330.45	.00		502-00-64140 Utilities
Total ACH - WE ENERGIES:					330.45	.00		
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	76478	PROJECT #0019C035.01 STH 32	02/18/2022	8,662.40	.00		502-00-65154 HWY 32 Stream Restoration
666	FOTH INFRASTRUCTURE & EN	76479	PROJECT #0020C030.11 WESTV	02/18/2022	3,566.00	.00		502-00-65150 Storm Sewers
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					12,228.40	.00		
Grand Totals:					12,629.35	.00		

STH 32 Utility Improvements DOT

Sewer & Water

Contractor

Payne and Dolan Inc.

Original Contract	\$	266,043.63	
Change Order	\$	-	0.0%
Current Contract	\$	266,043.63	
Pay Request	\$	3.12	12/11/2018
Pay Request	\$	2,645.08	8/1/2019
Pay Request	\$	7,396.43	10/3/2019
Pay Request	\$	92,497.63	12/4/2019
Pay Request	\$	80,448.04	12/2/2019
Pay Request	\$	64,166.90	1/2/2020
Pay Request	\$	1,014.86	3/2/2020
Pay Request	\$	1,655.72	4/1/2020
Pay Request	\$	405.27	6/1/2020
Pay Request	\$	1,500.29	9/2/2020
Pay Request	\$	268.21	12/1/2020
Remaining on Contract (Including Retainage)	\$	14,042.08	5.3%
Engineering / Construction Services DOT 12/11/2018	\$	39,906.54	
Pay Request #1 Engineering Only	\$	868.07	6/4/2019
Pay Request #2 Engineering Only	\$	2,685.06	8/1/2019
Pay Request #3 Engineering Only	\$	2,766.76	9/4/2019
Remaining on Contract (Including Retainage)	\$	33,586.65	84.2%
Foth Engineering/Review (7/23/2019 - 6/3/2020)	\$	61,034.29	
Total Project Cost	\$	366,984.46	
Revised 2019 CIP	\$	350,000.00	

North Kremer Watermain

Water

Contractor	PTS Contractors Inc		
Original Contract	\$	2,681,000.00	
Change Order #1	\$	-	0.00%
Current Contract	\$	2,681,000.00	
Pay Request #1	\$	573,596.56	
Retainage	\$	30,189.29	
Pay Request #2	\$	781,206.79	
Retainage	\$	36,835.71	
Pay Request #3	\$	340,809.90	
Remaining on Contract (Including Retainage)	\$	985,386.75	37%
Design Engineering (2020 - 8/23/2021)	\$	206,069.12	7.69%
Construction Services (7/28/2021 to 11/16/2021)	\$	98,024.74	3.66%
G & F Excavating (Charles Street	\$	2,535.00	
Ray Hintz (Top Soil Charles Stree	\$	24.00	
Racine County (Pavement Repair Charles Street)			
Total Project Cost	\$	2,987,652.86	

Erie Street Sanitary Sewer Improvements

Sewer

Contractor	Reesman's		
Original Contract	\$	842,759.00	
Change Order #1	\$	-	0.00%
Change Order #2			
Current Contract	\$	842,759.00	
Pay Request #1			
Retainage			
Remaining on Contract (Including Retainage)	\$	842,759.00	100%
Design Engineering (3/29/2020 - 10/18/2021)	\$	117,471.95	13.94%
Construction Services			0.00%
Total Project Cost	\$	960,230.95	

Dominican Lift Station Improvements

Sewer

Contractor	August Winter & Sons, Inc		
Original Contract	\$	718,500.00	
Change Order #1	\$	-	0.00%
Current Contract	\$	718,500.00	
Remaining on Contract (Including Retainage)	\$	718,500.00	100%
Design Engineering (3/29/2020 - 10/18/2021)	\$	234,943.90	32.70%
Construction Services			0.00%
Total Project Cost	\$	953,443.90	

Hoods Creek Attenuation Basin Expansion
Sewer

Contractor	Miron Construction		
Original Contract	\$	10,209,403.20	0.00%
Current Contract	\$	10,209,403.20	
Remaining on Contract (Including Retainage)	\$	10,209,403.20	100%
Design Engineering			0.00%
Construction Services			0.00%
Total Project Cost	\$	10,209,403.20	

**CALEDONIA UTILITY DISTRICT
SEWER & WATER PROJECTS
PROJECT SUMMARY WORKSHEET**

Riverbend Drive Lift Station Safety Site

- Working on finalizing Facilities Plan. Once reviewed will be submitted to the DNR. Viewed videos and inspected the Root River Interceptor. Reviewing additional information from inspections.

Riverbend Drive Lift Station & Forcemain Upgrade

- Working on Facilities Plan. Same as above.

Annual Televising Program – Sanitary Sewer

- Continuing to perform repairs that staff can perform. Have had a conversation with Green Bay Pipe about services for this year. They will be providing information.

Water Impact Fee / Sewer Connection Fee Update

- Reached out to Mount Pleasant staff for per acre fee. Awaiting information. Received acreage for study area. Working on alternatives.

Hoods Creek Attenuation Basin Expansion

- Bid Opening held February 23rd. Received 3 bids and recommendation on agenda this evening.

Central Lift Station Safety Site & Attenuation Basin

- Awaiting final approval from DNR on Facilities Plan. Preliminary Design being worked on. Proposed to be bid in April 2023 with Construction May 2023 – July 2024.

North Kremer Watermain Project

- Project is progressing.

Dominican Lift Station Rehab Project

- August Winter working on contracts, will be setting up Pre-Construction meeting in the near future.

Erie Street Sanitary Sewer Improvements

- Preconstruction Meeting held February 4th. Met in field to discuss temporary bypass road. Resident notice delivered March 2. Reesman's to start clearing and grubbing this week. Sanitary work to begin approximately March 16.

Concord Apartments Meter Vault

- Owner agreed to easement but has issue with mortgage company signing easement. Will be proceeding with a friendly condemnation.

**CALEDONIA UTILITY DISTRICT
STORM WATER PROJECTS
PROJECT SUMMARY WORKSHEET**

Hoods Creek – Aldebaran Brushing Project

- Looking for contractor to have log jams removed.

Alcyn Drive – Drainage Complaint

- Waiting for contractor pricing. Then will respond to owners.

Douglas Avenue – OMG Ditch Project

- Received permits from DNR and Army Corps of Engineers. Met with owners on revised plans. Owners want to have project start in October due to wanting to have a crop on farm field. Will also be addressing access and other minor concerns.

Turtle Creek Restoration

- Discussed project with Southern Wisconsin Appraisal. Will be forwarding relocation order and necessary information to them to begin appraisal process.

Westview Village Storm Improvements

- Forwarded comments and received revised plans. Currently under review.



January 12, 2022

Village of Caledonia
333-4 ½ Mile Road
Racine WI 53402
Bob Lui

Smoke Testing

In the past we have only done smoke testing when the customer was looking for possible cross connections between sanitary and storm, or in one case the customer's building was getting sewer gas smell, we smoke tested and successfully found the source.

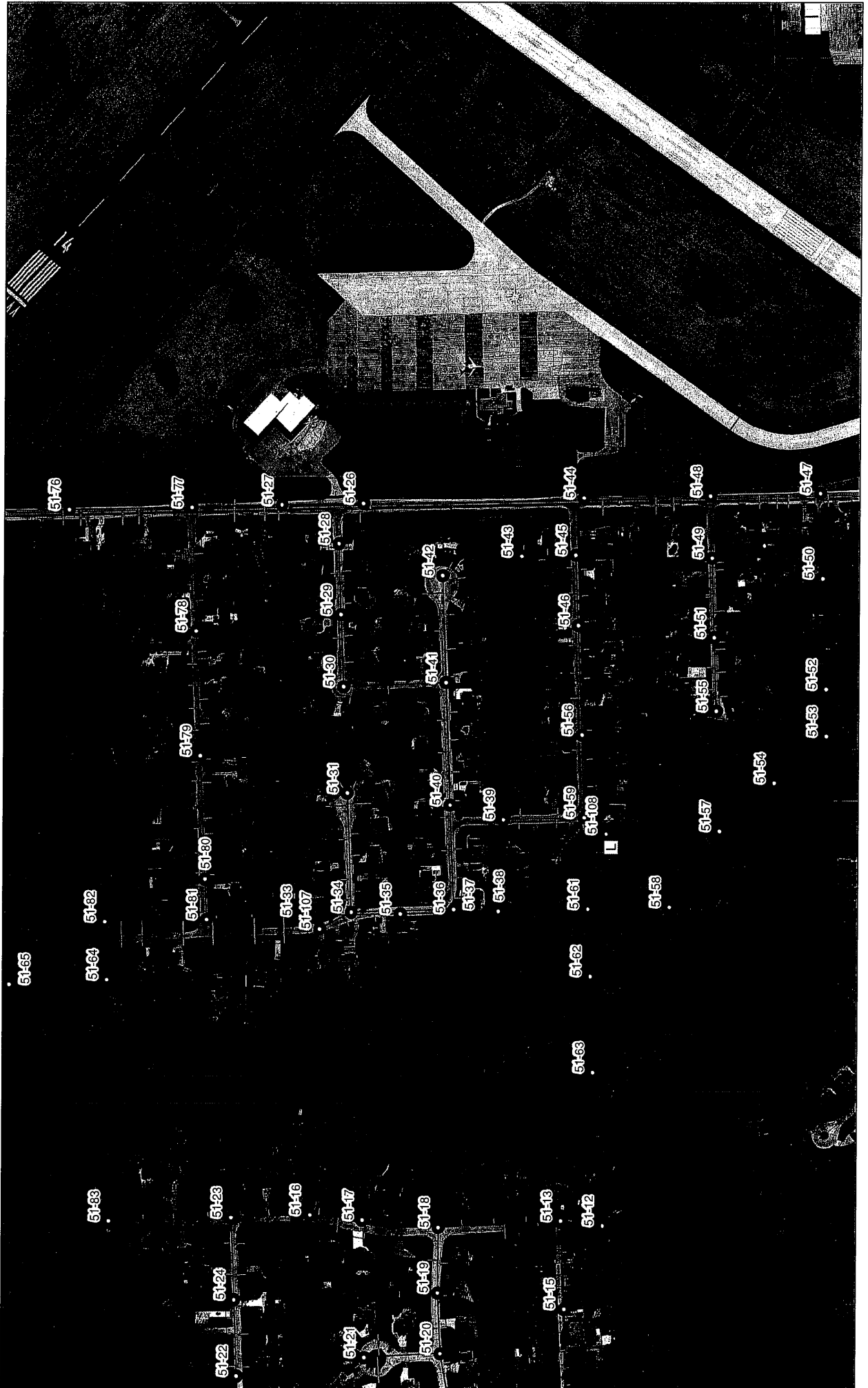
Pricing

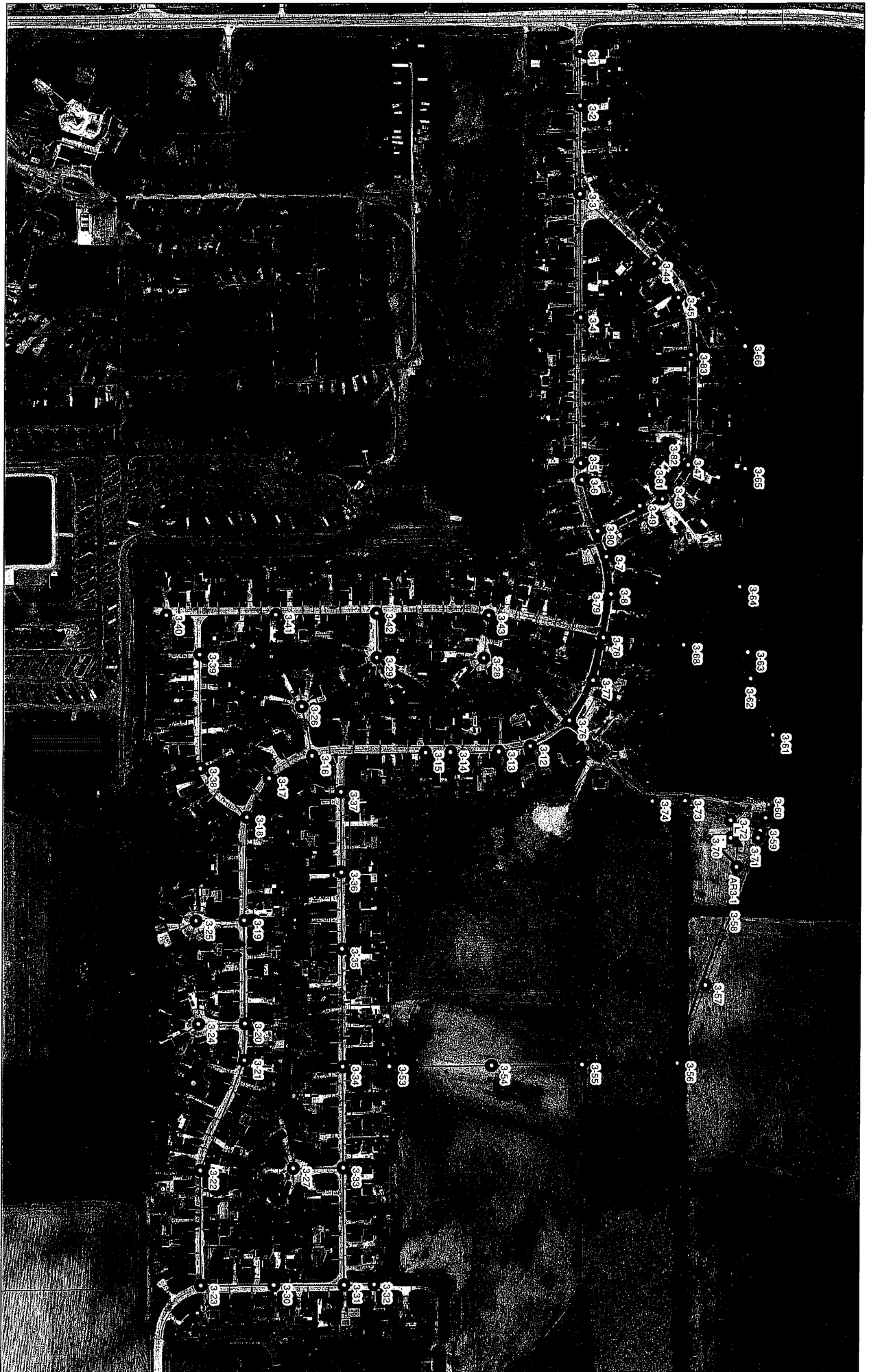
- | | |
|------------------|---------------|
| 1. Mobilization | \$600.00 |
| 2. Sewer Segment | \$425.00 each |

Note: Pricing does not include any by-pass pumping. If the city is providing personnel to document the results, please deduct \$50.00 off per segment.


Stephanie De Keyser

1100 Columbia Ave., Green Bay, WI 54303
Phone: 920-490-5501
Fax: 920-490-6242
www.greenbaypipe.net





Segment	Manhole UpStream	Manhole Downstream	Length	Size	Material	Street	Sewer Shed
	3-1	3-2	184	8"	Clay	Caddy Lane	Caddy Vista West
	3-2	3-3	301	8"	Clay	Caddy Lane	Caddy Vista West
	3-5	3-4	495	8"	Clay	Caddy Lane	Caddy Vista West
	3-4	3-3	421	8"	Clay	Caddy Lane	Caddy Vista West
	3-3	3-44	348	8"	Clay	Root River Drive	Caddy Vista West
	3-44	3-45	144	8"	Clay	Root River Drive	Caddy Vista West
	3-45	3-83	116	8"	Clay	Root River Drive	Caddy Vista West
	3-45	3-83	82	8"	PVC	Root River Drive	Caddy Vista West
	3-83	3-82	374	8"	PVC	Root River Drive	Caddy Vista West
	3-82	3-81	145	8"	PVC	Root River Drive	Caddy Vista West
	3-81	3-80	247	8"	PVC	Root River Drive	Caddy Vista West
	3-6	3-80	162	8"	Clay	Caddy Lane	Caddy Vista West
	3-80	3-79	219	8"	PVC	Caddy Lane	Caddy Vista West
	3-79	3-78	150	8"	PVC	Caddy Lane	Caddy Vista West
	3-40	3-41	375	8"	Clay	Saratoga Lane	Caddy Vista West
	3-41	3-42	346	8"	Clay	Saratoga Lane	Caddy Vista West
	3-29	3-42	151	8"	Clay	William Circle	Caddy Vista West
	3-42	3-43	383	8"	Clay	Saratoga Lane	Caddy Vista West
	3-28	3-43	146	8"	Clay	Thomas Court	Caddy Vista West
	3-43	3-78	400	8"	Clay	Saratoga Lane	Caddy Vista West
	3-78	3-77	147	8"	PVC	Caddy Lane	Caddy Vista West
	3-77	3-76	158	8"	PVC	Caddy Lane	Caddy Vista West
	3-14	3-13	164	8"	Clay	Caddy Lane	Caddy Vista West
	3-13	3-12	110	8"	Clay	Caddy Lane	Caddy Vista West
	3-12	3-76	159	8"	Clay	Caddy Lane	Caddy Vista West
	3-76	3-74	396	12"	PVC	Duane Court	Caddy Vista West
	3-74	3-73	113	12"	PVC	Duane Court to LS	Caddy Vista West
	3-73	3-72	170	12"	PVC	Duane Court to LS	Caddy Vista West
	3-72	3-70	61	12"	PVC	Duane Court to LS	Caddy Vista West
	3-15	3-16	384	8"	Clay	Caddy Lane	Caddy Vista East
	3-26	3-16	172	8"	Clay	Robert Circle	Caddy Vista East
	3-16	3-17	165	8"	Clay	Caddy Lane	Caddy Vista East
	3-17	3-18	151	8"	Clay	Caddy Lane	Caddy Vista East
	3-39	3-38	386	8"	Clay	Saratoga Lane	Caddy Vista East
	3-38	3-18	230	8"	Clay	Saratoga Lane	Caddy Vista East
	3-18	3-19	351	8"	Clay	Caddy Lane	Caddy Vista East
	3-25	3-19	165	8"	Clay	Franklin Place	Caddy Vista East
	3-19	3-20	351	8"	Clay	Caddy Lane	Caddy Vista East
	3-24	3-20	160	8"	Clay	David Lane	Caddy Vista East
	3-20	3-21	123	8"	Clay	Caddy Lane	Caddy Vista East
	3-21	3-22	400	8"	Clay	Caddy Lane	Caddy Vista East
	3-22	3-23	392	8"	ABS	Caddy Lane	Caddy Vista East
	3-23	3-30	250	8"	Clay	Vista Drive	Caddy Vista East
	3-30	3-31	240	8"	Clay	Vista Drive	Caddy Vista East
	3-32	3-31	103	8"	Clay	Vista Drive	Caddy Vista East
	3-31	3-33	396	8"	Clay	Riverview Lane	Caddy Vista East
	3-27	3-33	171	8"	Clay	Jonathan Court	Caddy Vista East
	3-33	3-34	344	8"	Clay	Riverview Lane	Caddy Vista East
	3-37	3-36	273	8"	Clay	Riverview Lane	Caddy Vista East
	3-36	3-35	260	8"	Clay	Riverview Lane	Caddy Vista East
	3-35	3-34	400	8"	Clay	Riverview Lane	Caddy Vista East
	3-34	3-53	161	8"	Clay	Riverview Lane to LS	Caddy Vista East
	3-53	3-54	349	12"	PVC	Riverview Lane to LS	Caddy Vista East
	3-54	3-55	309	12"	PVC	Riverview Lane to LS	Caddy Vista East
	3-55	3-56	327	12"	PVC	Riverview Lane to LS	Caddy Vista East
	3-56	3-57	282	12"	PVC	Riverview Lane to LS	Caddy Vista East
	3-57	3-58	298	12"	PVC	Riverview Lane to LS	Caddy Vista East
	3-58	3-71	232	12"	PVC	Riverview Lane to LS	Caddy Vista East
	3-71	3-70	95	12"	PVC	Riverview Lane to LS	Caddy Vista East
	3-70	LS	23	12"	PVC	East & West to LS	Caddy Vista

14610 60 Segments

\$ 425.00 60 \$ 25,500.00

Segment	Manhole UpStream	Manhole Downstream	Length	Size	Material	Street	Sewer Shed
	51-77	51-78	404	8"	RCP	Rio Vista Road	Riverbend
	51-78	51-79	406	8"	RCP	Rio Vista Road	Riverbend
	51-79	51-80	403	8"	RCP	Rio Vista Road	Riverbend
	51-80	51-81	131	8"	RCP	Rio Vista Road	Riverbend
	51-82	51-81	335	30"	RCP	Shorewood Drive	Riverbend
	51-81	51-33	311	30"	RCP	Shorewood Drive	Riverbend
	51-33	51-35	328	30"	RCP	Shorewood Drive	Riverbend
	51-35	51-36	177	30"	RCP	Shorewood Drive	Riverbend
	51-107	51-34	117	8"	PVC	Shorewood Drive	Riverbend
	51-31	51-34	388	8"	PVC	Henry Circle	Riverbend
	51-34	51-37	338	8"	PVC	Shorewood Drive	Riverbend
	51-37	51-36	12	8"	PVC	Shorewood Drive	Riverbend
	51-28	51-29	233	8"	PVC	Cranberry Lane	Riverbend
	51-29	51-30	235	8"	PVC	Cranberry Lane	Riverbend


51-30	51-41	338	8"	PVC	Rosewood Lane	Riverbend
51-42	51-41	348	8"	PVC	Partridge Terrace	Riverbend
51-41	51-40	401	8"	PVC	Partridge Terrace	Riverbend
51-40	51-37	339	8"	PVC	Partridge Terrace	Riverbend
51-36	51-38	150	30"	RCP	Easement	Riverbend
51-38	51-61	295	30"	RCP	Easement	Riverbend
51-43	51-45	179	8"	ABS	Easement	Riverbend
51-45	51-46	229	8"	ABS	Riverbend Drive	Riverbend
51-46	51-56	358	8"	ABS	Riverbend Drive	Riverbend
51-56	51-59	269	8"	ABS	Riverbend Drive	Riverbend
51-59	51-61	297	8"	ABS	Riverbend Drive	Riverbend
51-50	51-52	361	8"	Clay	Easement	Riverbend
51-52	51-53	156	8"	Clay	Easement	Riverbend
51-53	51-54	226	8"	Clay	Easement	Riverbend
51-54	51-57	238	8"	Clay	Easement	Riverbend
51-49	51-51	260	8"	Clay	Buckley Road	Riverbend
51-51	51-55	240	8"	Clay	Buckley Road	Riverbend
51-55	51-57	390	8"	Clay	Buckley Road	Riverbend
51-57	51-58	298	8"	Clay	Easement	Riverbend
51-58	51-61	267	8"	Clay	Easement	Riverbend
51-61	Riverbend LS	215	42"	RCP	Easement	Riverbend
		9672		35	Segements	
		\$425.00		35	\$ 14,875.00	

Total for both areas
 \$ 40,375.00 Segments
 \$ 1,200.00 Mobilization
 \$ 41,575.00

MEMORANDUM

DATE: Tuesday, March 1, 2022

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Hoods Creek Attenuation Expansion - Contract Award

BACKGROUND INFORMATION

The Hoods Creek Attenuation Basin Expansion Project has been designed, reviewed, and publicly advertised as required. The bid opening for the project was held on February 23rd. The Caledonia Utility District received prequalification statements from 7 contractors for the project and received 3 bids on the project. The low bid was from Miron Construction in the amount of \$10,209,403.20. This bid is approximately \$390,600 or 3.7% below the engineers estimate of \$10,600,000.

Foth Infrastructure & Environment LLC and Caledonia Utility District staff have reviewed the bids and have provided a recommendation for award to Miron Construction.

RECOMMENDATION

Move to authorize the Caledonia Utility District to issue the Notice of Award to Miron Construction for the Hoods Creek Attenuation Basin Expansion Project in the amount of \$10,209,403.20.

Move to authorize the Utility District President and Secretary to execute any contract documents as necessary.



Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

February 28, 2022

Tony Bunkelman, PE
Caledonia Utility District
333 4 ½ Mile Road
Racine, WI 53402

RE: Hoods Creek Attenuation Basin Expansion

Dear Tony: We have reviewed the bids received on February 23, 2022, for the above referenced project. A summary of the bid is as follows:

Bidder	Total Bid Amount
Miron Construction Co., Inc.	\$ 10,209,403.20
Staab Construction Corporation	\$ 10,837,000.00
C.D. Smith Construction	\$ 11,449,913.00

Utility counsel has reviewed the prequalification statements for the bidders and has determined that the bidders have met the prequalification requirements.

We recommend awarding the project to Miron Construction Co., Inc. for the total bid amount of \$10,209,403.20. Their bid is complete and contains all required documentation. The engineer's estimate for the project was \$10,600,000.00.

Please contact me if you have any questions.

Sincerely,

Genevieve Schnell, PE, PTOE

Project Manager

cc: Bob Lui – Caledonia Utility District
Andy Schultz - Foth

Hoods Creek Attenuation Basin Expansion (#8103029)
 Owner: Caledonia Utility District
 Solicitor: Foth - Milwaukee
 02/23/2022 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Miron Construction Co., Inc. Unit Price	Extension	Staab Construction Corporation		C.D. Smith Construction Unit Price	Extension
						Unit Price	Extension			Unit Price	Extension		
LUMP SUM	1		Attenuation Basin Construction - Electrical, Plumbing, LS	LS	1	\$0.00	\$0.00	\$9,876,132.00	\$9,876,132.00	\$9,894,325.00	\$9,894,325.00	\$10,591,013.00	\$10,591,013.00
GENERAL ITEMS	2		Traffic Control	LS	1	\$3,749.55	\$3,749.55	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00
	3		Type A Inlet Protection	EA	2	\$131.25	\$262.50	\$300.00	\$300.00	\$300.00	\$300.00	\$125.00	\$250.00
	4		Silt Fence	LF	10350	\$1.66	\$17,181.00	\$1.80	\$18,630.00	\$18,630.00	\$18,630.00	\$2.00	\$20,700.00
	5		Stripping, Stockpiling and Respreading Topsoil	LS	1	\$49,715.93	\$49,715.93	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$70,000.00	\$70,000.00
	6		Trackout Control Pad	EA	1	\$3,513.83	\$3,513.83	\$0.50	\$0.50	\$42,000.00	\$42,000.00	\$2,500.00	\$2,500.00
	7		Seed and Fertilizer - Permanent	SY	84000	\$0.54	\$45,360.00	\$0.40	\$0.40	\$8,680.00	\$8,680.00	\$0.45	\$9,765.00
	8		Seed and Fertilizer - Temporary	SY	21700	\$0.43	\$9,331.00	\$1.50	\$1.50	\$24,750.00	\$24,750.00	\$1.55	\$25,575.00
	9		Erosion Matting	SW	16500	\$66,840.69	\$66,840.69	\$540,000.00	\$540,000.00	\$540,000.00	\$540,000.00	\$550,000.00	\$550,000.00
	10		Common Excavation	LS	1	\$236.25	\$236.25	\$240.00	\$240.00	\$1,200.00	\$1,200.00	\$250.00	\$1,250.00
	11		Ditch Check	EA	5	\$204.75	\$1,023.75	\$230.00	\$1,150.00	\$6,900.00	\$6,900.00	\$5.00	\$27.50
	12		Trees, Emerald Green Arborvitae	EA	30	\$14.03	\$420.90	\$24.00	\$720.00	\$600.00	\$600.00	\$5.00	\$150.00
	13		Sawcut Pavement, Full Depth	LF	25	\$18.48	\$462.00	\$14.00	\$350.00	\$36,960.00	\$36,960.00	\$21.50	\$537.50
	14		1.1/4" Dense Graded Base (HMA Base)	TON	2640	\$18.85	\$49,764.00	\$20.00	\$52,800.00	\$33,000.00	\$33,000.00	\$24.50	\$64,920.00
	15		3/4" Dense Graded Base (Drive & Shoulder Resto)	TON	1650	\$231.00	\$381,150.00	\$230.00	\$379,500.00	\$2,300.00	\$2,300.00	\$250.00	\$414,800.00
	16		HMA Binder Course	TON	10	\$231.00	\$2,310.00	\$230.00	\$2,300.00	\$2,300.00	\$2,300.00	\$250.00	\$2,550.00
	17		HMA Surface Course	TON	10	\$231.00	\$2,310.00	\$230.00	\$2,300.00	\$2,300.00	\$2,300.00	\$250.00	\$2,550.00
	18		Bituminous Tack Coat	GAL	10	\$5.25	\$52.50	\$5.50	\$55.00	\$55.00	\$55.00	\$5.00	\$50.00
ALLOWANCE	A01		Odor Control System Media Refill	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Base Bid Total:						\$20,000.00	\$10,209,403.20	\$10,837,000.00				\$11,449,913.00	

**Caledonia Utility District
Hoods Creek Attenuation Basin Expansion**

Bid Summary

10:00 AM, February 23, 2022

Company Name	Bid Bond	Bid Total	Apparent Low Bidder
CD Smith Construction	✓	11,449,913.00	
Staab Construction	✓	10,837,000.00	
Miron Construction	✓	10,209,403.20	✓
Engineers Estimate		10,800,000.00	

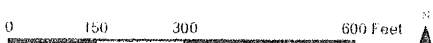




Village of Caledonia
TID 3 Caledonia Business Park
Hollander Drive Sanitary Sewer Relay

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February 2022



Existing Sanitary System

- Sanitary Sewer Main
- Sanitary Force Main
- Sanitary Sewer Manhole
- Flow Meter Location

Proposed Modifications

- Abandon Sanitary Main
- New Sanitary Main (8")
- Reroute Sanitary Main (New 8")
- Relay Sanitary Main (New 12")

**CALEDONIA UTILITY DISTRICT
HOLLANDER DRIVE SANITARY SEWER RELAY
BUDGETARY COST ESTIMATE
FEBRUARY 2022**

Hollander Drive Sanitary Sewer Relay - 8" New & 8" Reroute					
No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ 7,500.00	\$ 7,500.00
2	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00
3	Sawcut Pavement, Full Depth	100	LF	\$ 2.50	\$ 250.00
4	Silt Fence	700	LF	\$ 3.50	\$ 2,450.00
5	Rock Filled Filter Bags	45	EA	\$ 20.00	\$ 900.00
6	Inlet Protection	3	EA	\$ 100.00	\$ 300.00
7	8-inch PVC SDR 35 Gravity Sanitary Sewer, Spoil Backfill	610	LF	\$ 110.00	\$ 67,100.00
8	8-inch PVC SDR 35 Gravity Sanitary Sewer, Granular Backfill	65	LF	\$ 185.00	\$ 12,025.00
9	Sanitary Manhole, 48-Inch Diameter	23	VF	\$ 750.00	\$ 17,250.00
10	Connect to Existing Sanitary Sewer	3	EA	\$ 4,000.00	\$ 12,000.00
11	Abandon Existing 48-Inch Diameter Manhole In-Place	3	EA	\$ 1,000.00	\$ 3,000.00
12	3/4" Dense Graded Base (Shoulder Restoration)	70	TON	\$ 34.00	\$ 2,380.00
13	1 1/4" Dense Graded Base (HMA Driveway Base)	30	TON	\$ 26.00	\$ 780.00
14	HMA Pavement (Includes Driveways)	20	TON	\$ 160.00	\$ 3,200.00
15	Bituminous Tack Coat	20	GAL	\$ 2.00	\$ 40.00
16	15" CMP Culvert with FES	60	LF	\$ 95.00	\$ 5,700.00
17	Topsoil, Seed, Fertilizer, and Erosion Mat	1,500	SY	\$ 11.00	\$ 16,500.00
				Subtotal	\$ 155,000.00
				Design Engineering (10%)	\$ 16,000.00
				Construction Administration (10%)	\$ 16,000.00
				Administration, Legal, & Contingencies (15%)	\$ 24,000.00
				Total	\$ 211,000.00

NOTES:

1. This is a cost estimate prepared for Utility District budgeting purposes. No representation is made that proposals, bids or costs have been received from contractors.
2. Costs based on recent bids received by the Caledonia Utility District where practicable.

**CALEDONIA UTILITY DISTRICT
HOLLANDER DRIVE SANITARY SEWER RELAY
BUDGETARY COST ESTIMATE
FEBRUARY 2022**

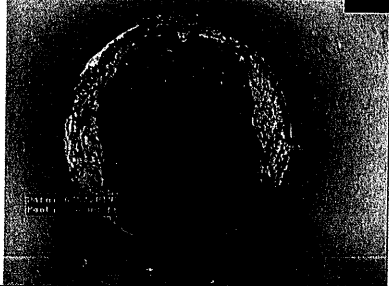


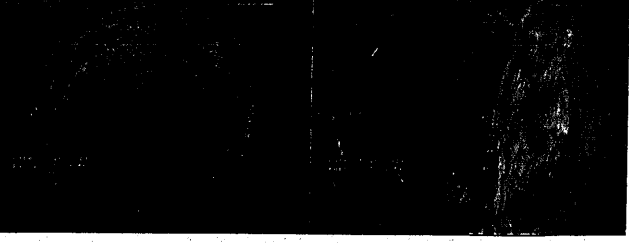
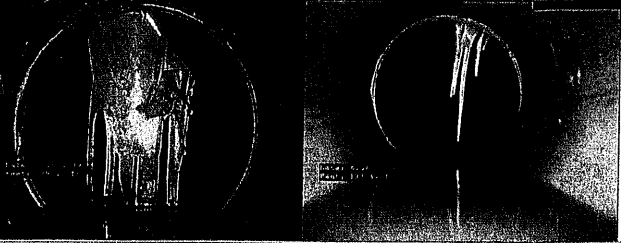
Hollander Drive Sanitary Sewer Relay - 12" Relay					
No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
3	Sawcut Pavement, Full Depth	150	LF	\$ 2.50	\$ 375.00
4	Silt Fence	1,300	LF	\$ 3.50	\$ 4,550.00
5	Rock Filled Filter Bags	135	EA	\$ 20.00	\$ 2,700.00
6	Inlet Protection	3	EA	\$ 100.00	\$ 300.00
7	12-inch PVC SDR 35 Gravity Sanitary Sewer, Spoil Backfill	680	LF	\$ 150.00	\$ 102,000.00
8	12-inch PVC SDR 35 Gravity Sanitary Sewer, Granular Backfill	620	LF	\$ 250.00	\$ 155,000.00
9	Sanitary Manhole, 48-Inch Diameter	40	VF	\$ 750.00	\$ 30,000.00
10	Connect to Existing Sanitary Sewer	2	EA	\$ 4,000.00	\$ 8,000.00
11	Abandon Existing 48-Inch Diameter Manhole In-Place	3	EA	\$ 1,000.00	\$ 3,000.00
12	3/4" Dense Graded Base (Shoulder Restoration)	70	TON	\$ 34.00	\$ 2,380.00
13	1 1/4" Dense Graded Base (HMA Driveway Base & Roadway)	75	TON	\$ 26.00	\$ 1,950.00
14	HMA Pavement (Includes Driveways)	50	TON	\$ 160.00	\$ 8,000.00
15	Bituminous Tack Coat	40	GAL	\$ 2.00	\$ 80.00
16	15" CMP Culvert with FES	15	LF	\$ 95.00	\$ 1,425.00
17	Topsoil, Seed, Fertilizer, and Erosion Mat	1,500	SY	\$ 11.00	\$ 16,500.00
				Subtotal	\$ 357,000.00
				Design Engineering (10%)	\$ 36,000.00
				Construction Administration (10%)	\$ 36,000.00
				Administration, Legal, & Contingencies (15%)	\$ 54,000.00
				Total	\$ 483,000.00

NOTES:

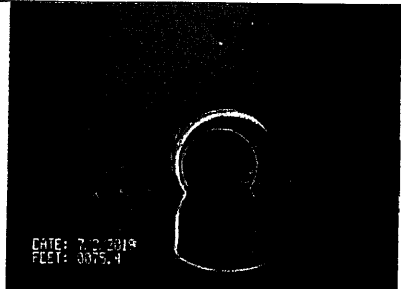

1. This is a cost estimate prepared for Utility District budgeting purposes. No representation is made that proposals, bids or costs have been received from contractors.
2. Costs based on recent bids received by the Caledonia Utility District where practicable.



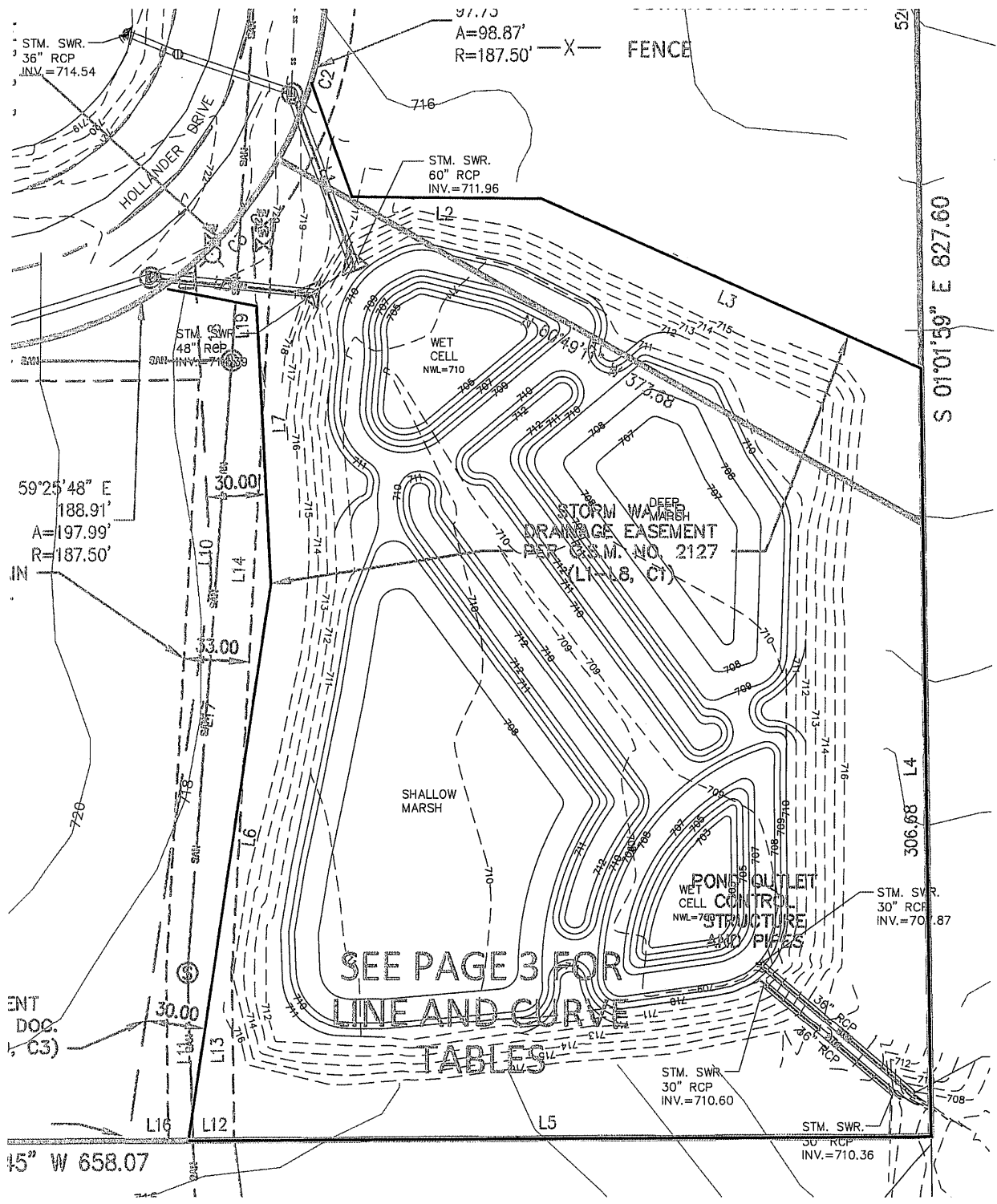
Sanitary Televising Inspection Report

<p>Segment: 48-93 --> 48-92 Year: 1966, 0.0</p>	
<p>Notes: Good</p>	
<p>Segment: 48-92 --> 48-91 Year: 1966, 2.5</p>	
<p>Notes: Deposits at joint & Dripper @ 3' from 48-92</p>	
<p>Segment: 48-91 --> 48-90 Year: 1966, 2.0</p>	
<p>Notes: Possible circumferential crack at joint with deposits @ 129.8' from 48-91</p>	
<p>Segment: 48-90 --> 48-89 Year: 1966, 4.0</p>	
<p>Notes: Gusher at tap @ 69.2' from MH 48-90 Runner at top @ 263.9' from MH 48-90 Runner in MH 48-89</p>	
<p>Segment: 48-89 --> 48-88 Year: 1966, 3.5</p>	
<p>Notes: Dripper and deposits at joint @ 3.8' From MH 48-89 Possible Gusher at tap @ 8.6' from MH 48-89</p>	
<p>Segment: 48-88 --> 48-87 Year: 1966, 3.5</p>	
<p>Notes: Debris at joint, possible intruding seal @ 88.5' & 193.9' from MH 48-88</p>	
<p>Segment: 48-87 --> 48-86 Year: 1966, 2.0</p>	

Sanitary Televising Inspection Report

<p>Notes: Somewhat offset spot relay @ 78.4' from MH 48-86</p>	
<p>Segment: 48-81 --> 48-82 Year: 1973, 1.0</p>	
<p>Notes: Slight offset spot relay</p>	
<p>Segment: Year:</p>	
<p>Notes:</p>	

Project: Hollander Drive Sanitary Sewer Relay



**Opinion of Probable Cost For: GBP/Village of Caledonia Regional
Stormwater Improvements**

Item	Quantity	Unit	Item Description	Unit Price	Bid Amount
Utility Construction					
1	82	LF	12" HDPE Storm Sewer (pond outlet)	\$65.00	\$ 5,330.00
2	210	LF	24" Class III Reinforced Concrete Storm Sewer (Driveway Culverts)	\$85.00	\$ 17,850.00
3	80	LF	42" HDPE Storm Sewer (Pond Outlet)	\$100.00	\$ 8,000.00
4	600	LF	42" Class III Reinforced Concrete Storm Sewer (Stormwater Conveyance From Site)	\$160.00	\$ 96,000.00
5	2	EA	12" RCP Pipe End Section	\$800.00	\$ 1,600.00
6	8	EA	24" RCP Pipe End Section	\$1,500.00	\$ 12,000.00
7	2	EA	42" RCP Pipe End Section	\$2,200.00	\$ 4,400.00
8	3	EA	Removal of Existing Driveway Culverts	\$400.00	\$ 1,200.00
9	8	EA	Adjustment of Existing Storm Structure Rim Elevation	\$500.00	\$ 4,000.00
10	2	EA	Anti Seep Collars (Pond Outlet Pipes)	\$500.00	\$ 1,000.00
Mass Earthwork					
11	33400	CY	Common Excavation (Including Pond & Ditch Grading)	\$4.50	\$ 150,300.00
12	20600	SY	Topsoil Stripping	\$0.80	\$ 16,480.00
13	11000	SY	Topsoil Replacement	\$1.00	\$ 11,000.00
Erosion Control/Site Stabilization					
14	600	LF	Silt Fence	\$1.90	\$ 1,140.00
15	1	EA	Tracking Pad	\$5,000.00	\$ 5,000.00
16	8	EA	Inlet Protection	\$130.00	\$ 1,040.00
17	6	EA	Ditch Check	\$100.00	\$ 600.00
18	12750	SY	Erosion Matting	\$1.50	\$ 19,125.00
19	80	SY	Rip Rap Over Filter Fabric	\$65.00	\$ 5,200.00
20	1	LS	Turf Reinforcement Matting (Pond Spillway)	\$6,500.00	\$ 6,500.00
21	12750	SY	Seed/Fertilize/Mulch	\$0.60	\$ 7,650.00
General Site Work					
22	430	SY	Remove And Replace Asphalt Pavement	\$50.00	\$ 21,500.00
23	1	LS	Clearing and Grubbing of Existing Trees/Vegetation	\$8,000.00	\$ 8,000.00
24	1	LS	Mobilization	\$15,000.00	\$ 15,000.00
25	1	LS	Construction Staking	\$3,500.00	\$ 3,500.00
26	1	LS	Traffic Control	\$800.00	\$ 800.00

Construction Total **\$ 424,215**

January 20th, 2022

Village of Caledonia
Tony Bunkelman
5043 Chester Lane
Racine, WI 53402

Re: Proposal for Village of Caledonia Business Park Stormwater Management Improvement Project.

Dear Mr. Bunkelman,

Thank you for requesting Excel Engineering's proposal to provide civil engineering and surveying services for the above-mentioned project. We are excited by this opportunity and hopeful this proposal will meet with your approval. Our proposal is highlighted on the following pages.

Scope of Services – The proposed scope of services for this project is detailed as follows:

- Complete two 20' pond borings with boring logs provided.
- Complete a design grade topographic survey for full right-of-way of Hollander Drive starting at Nicholson Road to the west and progressing to the road bend in front of the existing pond to the east (2,400 L.F.). This includes surveying public utility locations as well. Survey will also include 5 acres for the pond portion of the Village parcel. Assumes the Village can assist with any snow removal that might be needed prior to survey work.
- Design for conversion of the current pond system to a permanent wet pond based on concept drawings already completed. This will include plan view designs, cross-sections, specifications, details, and a stormwater management plan with calculations. Final pond modeling approach to be approved by village staff.
- Analyze the existing stormwater conveyance system along Hollander Drive from Nicholson Road to the pond discharge location. Provide recommendations for any improvements to this system that might be needed to the Village.
- Design any stormwater conveyance system pipe upgrades including ditches and culverts as agreed on with the Village. Provide storm utility design drawings in plan and profile views, specifications, and details.
- Provide plans, specifications, and bid documents for the above-mentioned design items including demolition and erosion control plans. Front end bidding documents (project manual) to be in EJCDC or Village standard format. Village staff to provide all village pertinent standards, specifications, and details to be used for the project.

- Submittal of required State of Wisconsin permit applications for the Construction Notice of Intent as well as any erosion control SWM permitting necessary. Per Pete Wood, the DNR will not regulate the current pond as a wetland. Therefore, no wetland permitting is required.
- Two in-person design review meetings. First at 50% and a second at 90% design completion for Village review. Two in-person construction meetings (pre-bid and pre-construction meetings)
- Excel will provide engineers opinion of probable cost for the 90% review meeting and then provide a final at time of 100% construction document issuance.
- Administer the bidding process.
- Provide construction staking (assumes 4 trips to the site)
- No other construction services have been requested.

Qualifications

Firm Profile – Excel Engineering was founded in 1990 and is currently celebrating its 32nd year in business. Today, Excel Engineering employs over 270 architects, engineering and surveyors and provides engineering services for nearly a billion dollars in construction annually. The firm works throughout North America and is registered in all 50 U.S. States and 6 Canadian Provinces. We are employee-owned and offer all the following services in-house.

- Civil Engineering, Surveying and Environmental Services
- Architecture
- Structural Engineering (Conventional, Cold Form and Pre-Cast Concrete)
- Mechanical, Electrical, Plumbing and Refrigeration Engineering
- Food Process Engineering
- Building Automation and Technology Integration (AV, Access Control, Cameras, Etc.)
- Building System Commissioning
- Excel Marketing/Branding Studio
- Interior Design and Furniture Procurement
- Building Information Modelling
- 3-Dimensional Laser Scanning and Aerial Photography

Contact Person – The proposed Project Manager for this project is Jason Daye. Jason is a Principal at Excel Engineering and the leader of our civil engineering and surveying division. He has 20-years of experience working in the field of civil engineering and is a registered Professional Engineer in the State of Wisconsin. He has extensive experience working for both public and private clients on street and utility projects. A sample of his recent projects (the past 3 years) in the City of Sheboygan and Village of Kohler with similar municipal projects is provided below to illustrate his experience.

City of Sheboygan

Illinois Avenue (Approx. 1,100 linear feet)

- New 12" watermain and 36" Sanitary sewer structures and connections
- New (2) 72"x48" concrete box culverts with structures
- Storm sewer structures and connections
- Roadway reconstruction including concrete and asphalt pavement, curb & gutter, driveway aprons and sidewalk
- Auxiliary work including electrical, pavement markings, and trees
- Extension of (2) 72"x48" concrete box culverts east to the Sheboygan River, including modifications to the river's existing steel sheet pile wall to accept the (2) culvert discharges to the river

S. 11th Street (Approx. 300 linear feet)

- New 12" watermain extension and 12" storm sewer with structures
- Roadway reconstruction including concrete pavement, curb & gutter, driveway aprons, and sidewalk
- On-street angled parking – concrete and asphalt pavement
- Auxiliary work including electrical, pavement markings, and trees

Maryland Avenue (Approx. 450 linear feet)

- New 12" watermain and 24" sanitary sewer and sewer lining with structures
- New 30" storm sewer with structures
- Roadway reconstruction including concrete pavement, curb & gutter, driveway aprons and sidewalk
- On-street angled parking – concrete and asphalt pavement
- Auxiliary work including electrical, pavement markings, and trees

S. 10th Street (Approx. 600 linear feet)

- New 12" watermain and 8" sanitary sewer with structures
- New 12" storm sewer with structures
- Roadway reconstruction including concrete pavement, curb & gutter, aprons and sidewalk

Niagara Avenue (Approx. 400 linear feet)

- 12" -24" storm sewer with outfall to the Sheboygan River.
- Roadway reconstruction including concrete pavement, curb, and sidewalk
- Auxiliary work including, stairs and railing for 11' of grade change, electrical, and trees

Village of Kohler

- Completed design, bidding, construction inspection, and staking for the following:
 - 17,000 linear feet of Village reconstructed roadway.
 - 15,000 linear feet of Village watermain.
 - 400 water lateral replacements. Lead line replacements including obtaining grants for these replacements.
 - 1,000 linear feet of Village sanitary main.

Fee Proposal– Excel Engineering proposes to complete the above-mentioned scope of services for a total lump sum fee of **\$37,500**. This fee is inclusive of all expenses including State of Wisconsin permit application fees. Invoices would be prepared on a monthly basis based on the percentage of project completion. Proposed payment terms are Net 20 days.

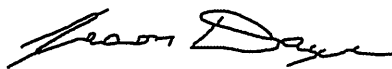
Our hourly rates are attached as Exhibit A and will be used as the basis for any scope changes that may be requested during the project.

Project Schedule – TBD

Insurance – Excel’s Certificate of Insurance is provided as Exhibit B.

Thank you again for requesting our proposal to provide civil engineering and surveying services for this upcoming project. We would very much appreciate the opportunity to work with you and look forward to hearing from you. If this proposal does meet with your approval, a formal contract based upon this proposal will be created for execution. In the meantime, if you have any questions, please don’t hesitate to give me or Jason a call.

Sincerely,



Jason Daye, P.E.
Principal
(920) 322-1687

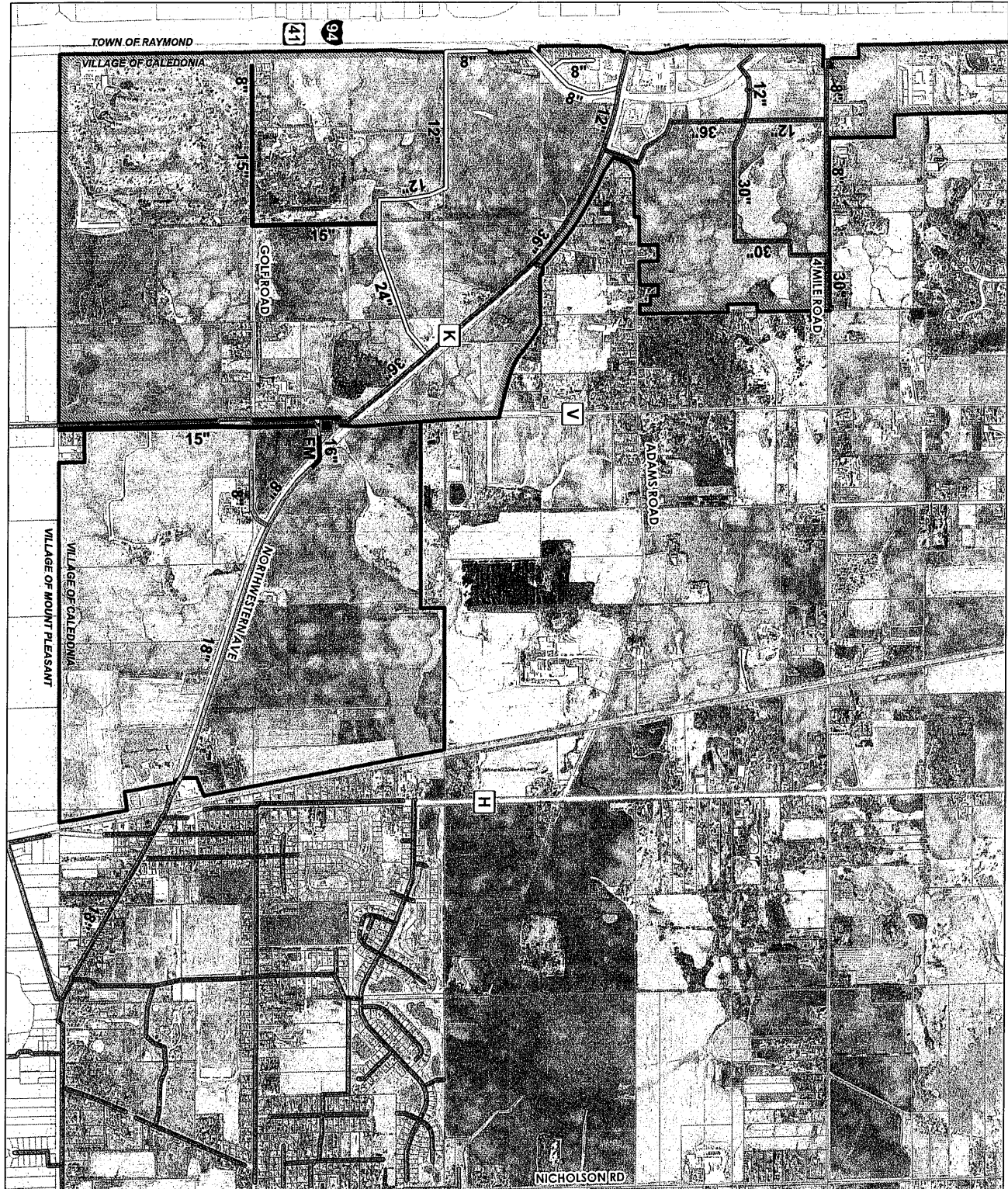
Exhibit A



2022 Billing Rates

Position	Hourly Rates
Intern	\$59.00
Technician 1	\$78.00
Technician 2 / Designer 1	\$90.00
Technician 3 / Designer 2	\$102.00
Sr. Designer 1	\$116.00
Sr. Designer 2	\$129.00
Sr. Designer 3	\$142.00
Project Designer	\$156.00
Sr. Project Designer	\$171.00
Architect 1 / Engineer 1	\$116.00
Architect 2 / Engineer 2	\$129.00
Architect 3 / Engineer 3	\$142.00
Sr. Architect / Sr. Engineer	\$156.00
Project Architect / Engineer	\$171.00
BIM/Revit Manager	\$129.00
Sr. Crew Chief	\$116.00
Commission Provider	\$129.00
Project Coordinator 1	\$102.00
Project Coordinator 2	\$116.00
Project Coordinator 3	\$129.00
Sr. Project Coordinator 1	\$142.00
Sr. Project Coordinator 2	\$156.00
Administrative Assistant	\$66.00
Project Assistant 1	\$78.00
Project Assistant 2	\$90.00
Project Assistant 3	\$102.00
Project Manager	\$184.00
Sr. Project Manager	\$197.00
Principal	\$217.00
Laser Scanner	\$100.00
Survey Equipment	\$35.00

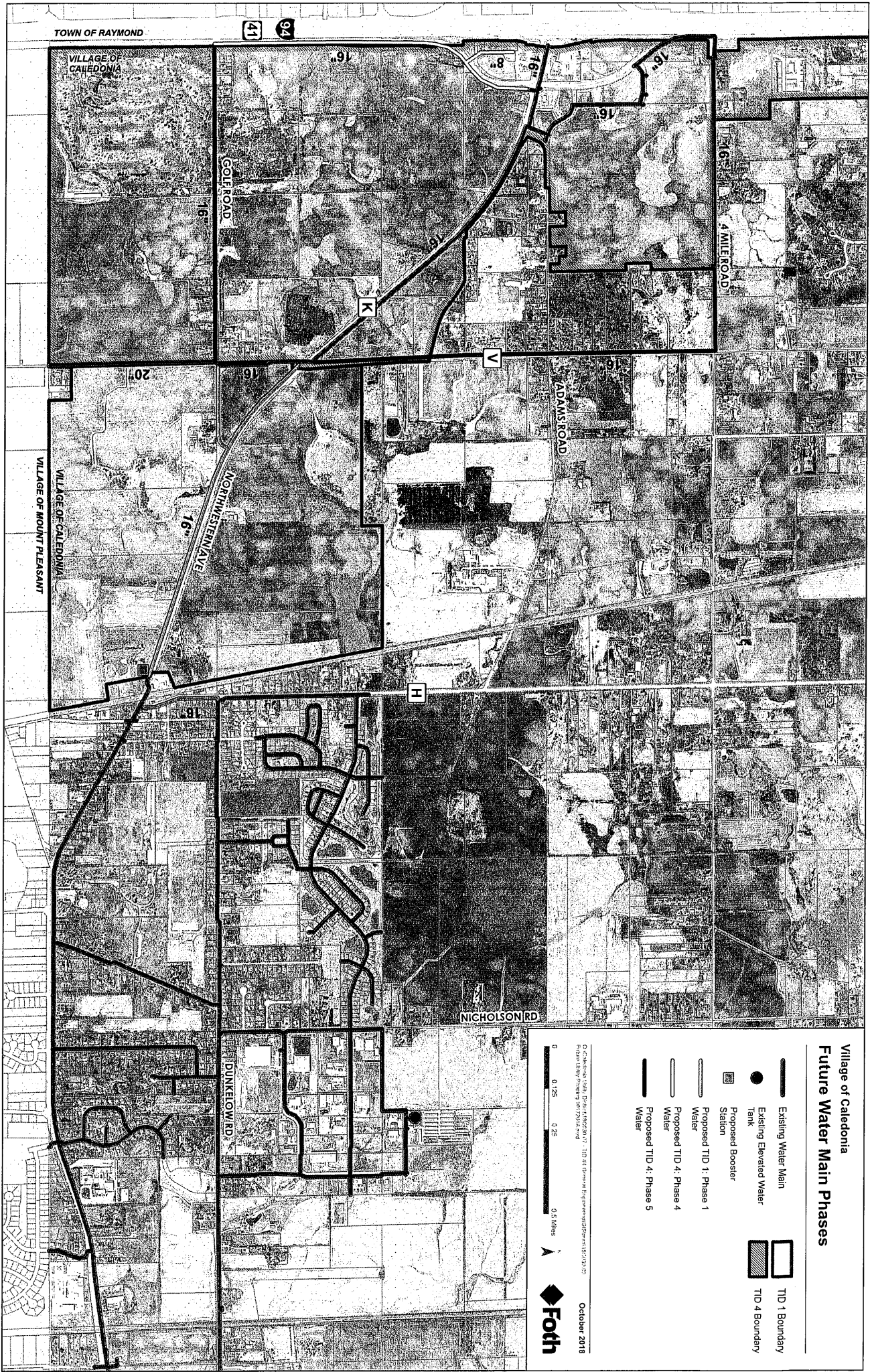
Rates are subject to an increase January 1st.











Village of Caledonia
Future Sanitary Sewer Main Phases

- Existing Sanitary Lift Station
- Existing Sanitary Force Main
- Existing Sanitary Gravity Main
- Proposed TMD 1: Phase 1 Sanitary Sewer
- Proposed TMD 3 Sewer
- Proposed TMD 4: Phase 4 Sanitary Sewer
- Proposed TMD 4: Phase 5 Sanitary Sewer
- Proposed Attenuation Basin Cells
- TMD 1 Boundary
- TMD 4 Boundary

0 0.125 0.25 0.5 Miles
 November 2018
Foth



Village of Caledonia
Future Water Main Phases

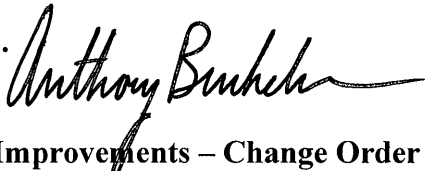
-  Existing Water Main
-  Existing Elevated Water Tank
-  Proposed Booster Station
-  Proposed TID 1: Phase 1 Water
-  Proposed TID 4: Phase 4 Water
-  Proposed TID 4: Phase 5 Water
-  TID 1 Boundary
-  TID 4 Boundary

0 0.125 0.25 0.5 Miles
 October 2018
Foth

MEMORANDUM

DATE: Tuesday, March 1, 2022

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Erie Street Sanitary Sewer Improvements – Change Order #1

BACKGROUND INFORMATION

Reesman's Excavating & Grading Inc has requested that the project have the construction of the project moved to start in March of 2022. This request was reviewed and does not appear to create any issues. The revised times will work better for the upcoming Dominican Lift Station work and for final restoration.

Change Order #1 on the Erie Street Sanitary Sewer Improvements project is for adjusting the time frames on the project by 2 months. There are no cost implications related to this Change Order.

It is recommended that Change Order #1 be approved.

RECOMMENDATION

Move to approve Change Order #1 to adjust the time on the contract by 2 months.

**SECTION 00 63 62
CHANGE ORDER**

No. 1

Date of Issuance: December 7, 2021	Effective Date: December 7, 2021
Owner: Caledonia Utility District	Owner's Contract No.:
Contractor: Reesman's Excavating & Grading, Inc	Contractor's Project No.:
Engineer: Foth Infrastructure & Environment, LLC	Engineer's Project No.: 19C030.05
Project: Erie Street Sanitary Sewer Improvements	Contract Name: Erie St Sanitary

The Contract is modified as follows upon execution of this Change Order:

Description: Modify Standard Conditions Spec Section 00 70 00, Paragraph 2.04.A to indicate that submittals can proceed prior to Notice to Proceed being issued and preconstruction meeting being held.

Modify Standard Conditions Spec Section 00 70 00, Paragraph 4.01.4 and Supplementary Conditions Spec Section 00 73 00, Article 4 to indicate that Contract Times will commence to run at the time that Notice to Proceed is issued. A Notice to Proceed must be issued prior to any work at the site. The Notice to Proceed will be issued and Contract Times will commence to run no later than the ninetieth day after the Effective Date of the contract.

Modify Project Meetings Spec Section 01 31 19, Part 1.2.A to indicate that the preconstruction meeting will be held prior to any work at the site beginning and no later than March 15, 2022.

No changes will be made to substantial or final completion dates as a result of this change order.

Attachments: Request from Reesman's.

All increases to contract price shall include costs for bonding and insurance.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 842,759.00	Original Contract Times: Substantial Completion: <u>May 31, 2022</u> Ready for Final Payment: <u>July 31, 2022</u> days or dates
{Increase} {Decrease} from previously approved Change Orders No. ___ to No. ___: \$ 0.00	{Increase} {Decrease} from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 842,759.00	Contract Times prior to this Change Order: Substantial Completion: <u>May 31, 2022</u> Ready for Final Payment: <u>July 31, 2022</u> days or dates
{Increase} {Decrease} of this Change Order: \$ 0.00	{Increase} {Decrease} of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 842,759.00	Contract Times with all approved Change Orders: Substantial Completion: <u>May 31, 2022</u> Ready for Final Payment: <u>July 31, 2022</u> days or dates

19C030.05
October 2021

Erie Street Sanitary Sewer Improvements
Caledonia Utility District

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Eve Schnell
Engineer (if required)
Title: Project Manager
Date: December 7, 2021

By: Anthony Brubaker
Owner (Authorized Signature)
Title: Public Services Director
Date: January 11, 2022

By: Randall Young
Contractor (Authorized Signature)
Title: Project Manager
Date: January 10, 2022

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



CHANGE ORDER

Project: _____

Erie Street Sanitary Sewer Improvements

Original PO Number:	
Change Order #	
Change Order Date	12.2.21
Payment Terms	
Retainage	
Req Number	

Seller: _____

Reesman's Excavating & Grading
 28815 Bushnell Rd.
 Burlington, WI
 53105

Buyer: _____

Village of Caledonia

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
	Erie Street Sanitary Sewer Imp.				
	Delay precon (At the Village's request)	1	Ea	\$0.00	\$0.00
	Delay the issuance of Notice To Proceed	1	EA	\$0.00	\$0.00
	Delay Contract Time Commencement/Start Work	1	EA	\$0.00	\$0.00
	Reesman's currently doesn't intend on starting the work until March of 2021 due to winter plowing & keeping the road passable				
Total					\$0.00

<i>Original Purchase Order/ Contract Sum</i>	
<i>Net Change by Previous Change Orders</i>	
<i>Purchase Order/Contract Sum prior to this Change Order</i>	\$0.00
<i>Purchase Order/Contract Sum will be increased by this Change Order</i>	\$0.00
<i>Purchase Order/Contract Sum including this Change Order</i>	\$0.00

Accepted by SELLER: _____

Reesman's Excavating & Grading
 28815 Bushnell Rd.
 Burlington, WI
 53105

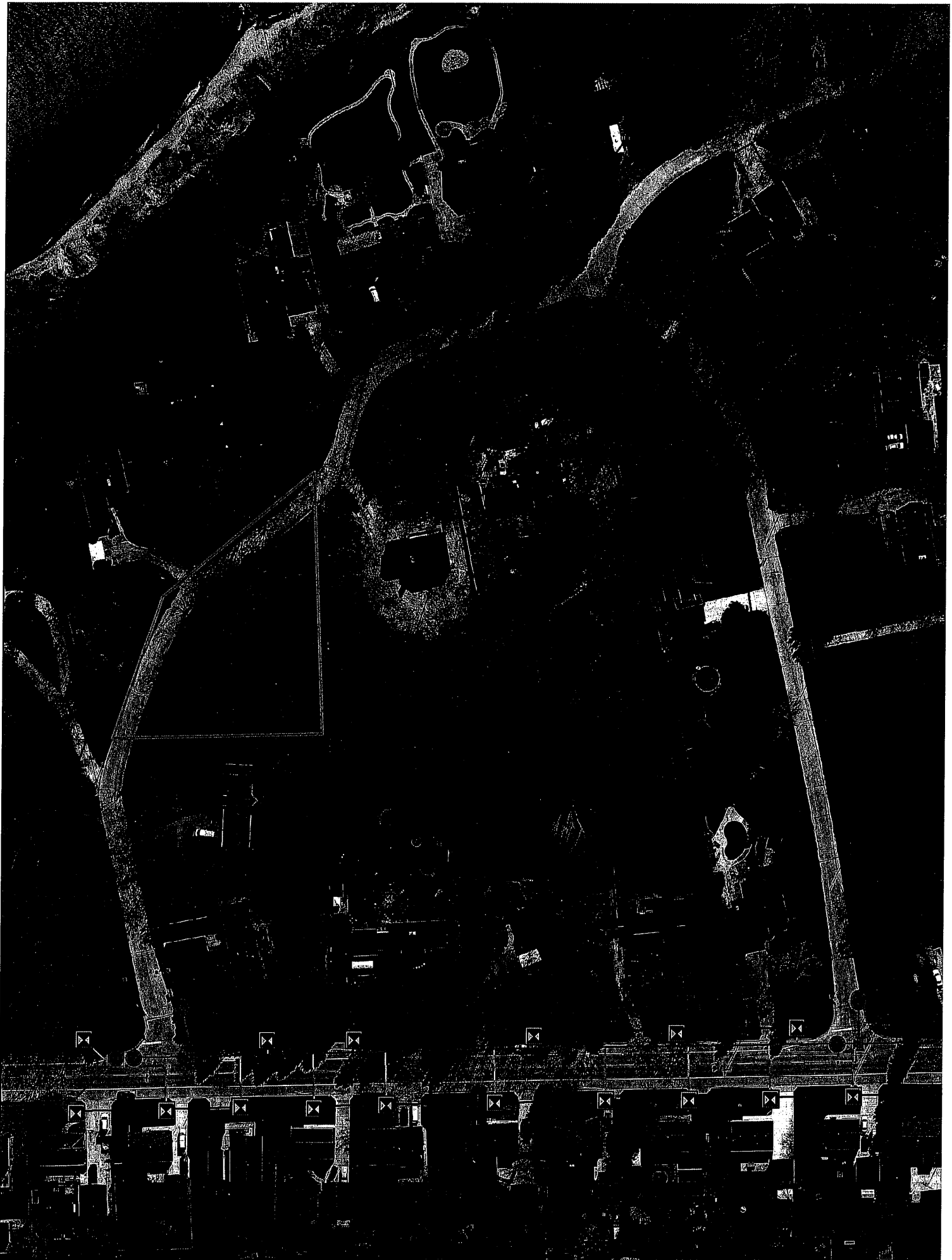
Accepted by BUYER: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Name: _____ Title: _____



Tony Bunkelman

From: Haubrich Masonry <jeremy@haubrichmasonry.com>
Sent: Wednesday, January 12, 2022 4:39 PM
To: Tony Bunkelman
Subject: Re: Circlewood Lot

I'm definitely going to have to petition this because there's no way anyone could afford that. I thought I was safe to purchase when I called Pete at Caledonia to specifically ask if there was anything that would render that lot "not buildable". The fact that I would have to run a city water MAIN from Novak to the property most definitely should have been mentioned at least. I would guess that to be 4-5 times the value of that lot. Which we all can conclude that the answer to my question is that the lot is not realistically "buildable". I really do appreciate your time and help on this! Can you start the process or let me know again what specifically I need to do to get in front of the board to get some relief on this?

Thanks in advance,
Jeremy

On Jan 12, 2022 3:52 PM, Tony Bunkelman <ABunkelman@caledonia-wi.gov> wrote:

Jeremy

Attached is the Ordinance and the letter that was sent to the previous owner.

Tony

Anthony A. Bunkelman P.E.

Village Public Services Director



5043 Chester Lane

Fee revenues that were collected. Said resolution shall specify the extenuating circumstances or hardship that led to the need to adopt said resolution. Impact fees shall also be refunded to the current owner of the property upon the lapse of a building permit, within the meaning of Section 15-1-7, provided that construction has not yet commenced under the permit.

- (m) **Appeal Procedure.** A Developer upon whom an Impact Fee is imposed may, within thirty (30) days of the initial determination of the Impact Fee, contest the amount, collection or use of the impact fee by filing a request for review of the determination in accordance with Title 4 Chapter 1 of the Village's Code of Ordinances with the Secretary of the Utility Commission and the Village Clerk, specifying the basis upon which the review is sought.
- (n) **Severability.** If any portion of this ordinance is declared illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining legal and valid portions of this ordinance, which shall remain in full force and effect.

SEC 9-1-57. MANDATORY CONNECTION TO WATER MAINS

- (a) **Definitions.**
 - Accessory Use or Structure** shall mean a use or detached structure subordinate to the principal use of a structure, land or water and located on the same lot or parcel, serving a purpose customarily incidental to the principal structure.
 - Building** shall mean a structure having a roof supported by columns or walls used or intended to be used for the shelter or enclosure of persons, animals, equipment, machinery, or materials.
 - Land Split** shall have the same meaning as defined in Sec. 14-1-2(c) of this Code of Ordinances.
 - Subdivision** shall have the same meaning as defined in Sec. 14-3-2(x) of this Code of Ordinances.
- (b) **Compulsory Connection for New Buildings.**
 - (1) **Residential and Agricultural Use.** Any Building in a residential or agricultural zoning district constructed within the boundaries of the Utility shall connect to a water main at the expense of the Building's owner if any part of the Building is within 500 feet of a water main or the right-of-way in which a water main is located. Mandatory connection is required, regardless of Building distance, for Subdivisions and Land Splits pursuant to Sec. 14-3-4(c)(6) of the Code of Ordinances. Any Building upon a parcel for which a conditional use permit is granted shall comply with the connection requirements of 9-1-53(b)(2) below.
 - (2) **Other Use.** A Building zoned for any other purpose that is constructed within the boundaries of the Utility District shall connect to a water main at the expense of the Building's owner if any part of the parcel, upon which the Building is located, is within 500 feet of a water main or the right-of-way in which a water main is located.
- (c) **Compulsory Connection for Existing Buildings.**
 - (1) **Residential and Agricultural Use.** Any existing Building in a residential or agricultural zoning district and located within the boundaries of the Utility shall connect to a water main at the expense of the Building's owner if the Building is

located within 500 feet of a water main or the right-of-way in which a water main is located, and any of the following apply:

- (a) The parcel, upon which the Building is located, is rezoned or a conditional use permit is granted;
 - (b) The parcel, upon which the Building is located, is divided pursuant to Title 14 of the Code of Ordinances for the Village of Caledonia; or
 - (c) A well serving the existing Building fails or must be abandoned.
- (2) **Other Use.** An existing Building zoned for any other purpose and located within the boundaries of the Utility District shall connect to a water main at the expense of the Building's owner if the parcel, upon which the Building is located, is within 500 feet of a water main or the right-of-way in which a water main is located, and any of the following apply:
- (a) The parcel, upon which the Building is located, is rezoned or a conditional use permit is granted;
 - (b) The parcel, upon which the Building is located, is divided pursuant to Title 14 of the Code of Ordinances for the Village of Caledonia; or
 - (c) A well serving the existing Building fails or must be abandoned.
- (d) **Time to Connect and Payment of Impact Fee.**
The connection shall be made within six (6) months from the date the owner or occupant of the property receives written notice from the Village or District that a water main is available to serve the property. The applicable impact fee, shall be paid to the Village in accordance with Section 9-1-52 and Wis. Stats. Section 66.0617, as those sections may be amended from time-to-time.
- (e) **Repair and Maintenance.**
The property owner shall be responsible for all repair, replacement, and maintenance costs associated with the lateral from the curb stop to the Building being served.
- (f) **Exemption.**
This section shall not apply to a Building which constitutes an Accessory Use or Structure.
- (g) **Appeals, Modifications or Waivers.**
Any person affected by any decision, action, or determination made pursuant to this section may take an appeal, or seek a modification or waiver, in accordance with Title 4 of the Code of Ordinances. Mandatory connection requirements may be waived by the Village, upon request by the Utility or the property owner, on a case-by-case basis (e.g., where a water main is extended past existing structures as part of a "water looping" project). The Village may request the Utility to review any request for a waiver by a property owner and provide the Village with a recommendation, including a report on any impacts of such waiver on the Utility

Wednesday, October 19, 2016

Ben Bracker
5736 Middle Road
Racine, WI 53402

Dear Mr. Bracker.

In Order for the Property (51-104-04-23-17-015-000) on Circlewood Drive to be developed, the watermain will need to be extended approximately 400 feet. This will be at the expense of the property owner.

Also in order for this property to be developed there will need to be a sanitary sewer lateral extended to the lot. The sanitary sewer main is currently on the opposite side of the road. This will also be at the expense of the property owner.

These required improvements will make this property somewhat cost prohibitive to develop.


Sincerely

Anthony A Bunkelman P.E.
Village Engineer

MEMORANDUM

DATE: Wednesday, March 2, 2022

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Authorization of Signatures for Development Agreement – Prairie Pathways Phase 4

BACKGROUND INFORMATION

As a condition of approval of Prairie Pathways Phase 4 and as required by Ordinance a Development Agreement must be entered into for the construction of Public Facilities to be dedicated to the Village and Utility District.

Attached is the updated Development Agreement that was drafted by the Village Attorney and reviewed by the Public Services Director. This Development Agreement covers the entire development from Sanitary Sewer, Watermain, Storm Sewer, Road Construction, Warranties, Deposits, Letters of Credit etc.

To complete the Development Agreement, the signatures of the President & Secretary of the Utility District and signatures of the President and Clerk of the Village Board are required.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Development Agreement for Prairie Pathways Phase 4.

DEVELOPMENT AGREEMENT

19 LOT PHASE OF PRAIRIE PATHWAYS 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 **THE NEWPORT GROUP, LTD**, 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” in the singular tense, 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 19 parcels of real property previously platted (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, and which is legally described and depicted on the attached **Exhibit A**.

C. The Village has previously approved, subject to conditions, the final plat of “Prairie Pathways,” being a subdivision of the Property (“the Subdivision”), upon 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 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 the Agreement shall survive any foreclosure of the Mortgagee's mortgage.

I. This phase of the Subdivision is comprised of Lots 179 through 197, for a total of 19 lots.

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

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

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 a municipal water system operated by the Utility District.

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

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

Storm Water Utilities shall mean the storm sewer utilities.

Subdivision System shall mean the sanitary sewerage system and/or the watermain system in the Subdivision.

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 Property Public Improvements construction shall be undertaken and done by Contractor, and Developer shall be solely responsible for the payment of all costs and expenses for the Property construction. 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 Property construction.

5. **Code of Ordinances Incorporated.** The Code of Ordinances of the Village, as amended from time-to-time, is hereby incorporated into this Agreement, and Developer and

Contractor agree to perform all of the obligations imposed upon Developer and/or Contractor by the terms and provisions of such ordinances, as applicable. Without limitation, Developer specifically acknowledges that it must pay all applicable fees, which include, but are not limited to, applicable impact fees, land division fees, and others. Notwithstanding the foregoing, impact fees for an individual home's construction shall be paid at the time of building permit for said home.

6. **Public Improvements; Dedication, 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 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, and approved plans prepared by Pinnacle Engineering Group and dated January 26, 2022 and professional engineered stamped January 26th, 2022 for the Public Improvements which are incorporated herein by reference (the "Plans"). The Public Improvements', Public Roads', Subdivision System and Storm Water Utilities' design and plans shall conform to the Village's minimum standards for public utilities and public roads then in effect unless otherwise agreed to in writing by the Developer and the Village, and such plans and specifications shall be submitted to and approved by the Village. In the event of any conflict between the minimum design standards in the Village's Code of Ordinances and the requirements of this Agreement, the more restrictive shall control except as expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of Property improvements and Public Improvements.

(b) **Storm Water Utilities and Subdivision System Construction.** Developer's design engineer shall stake all 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 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 the Village's acceptance of the Subdivision's Public Improvements and the Property (and the lots therein) being serviced with public sewer and water services by the Utility District (the "Utility"), and Developer agrees to enter into agreements to grant said 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 respecting the Public Roads have been provided to the Village, the Village shall accept such construction, subject to maintenance guarantees then

provided in the Village ordinances, this Agreement and such other guarantees as the Village Board may deem necessary to protect the Village in the event that there is an identified deficiency in the construction that warrants a longer guarantee period of time. It is anticipated that the Public Roads construction, except for surface asphalt, as described herein shall be done in 2022. If construction is delayed, the Developer and Contractor shall also be responsible for the maintenance and plowing of the Property's Public Roads at its expense prior to the asphalt binder courses having been installed. The Developer and Contractor shall be responsible for regrading and shaping the Public Roads at its expense prior to the asphalt work being done in accordance with Village's duly-bid public road work (annual paving program) contract. After construction of base course of the Public Roads is approved and accepted by the Village, the Village's asphalt contractor shall fine grade the stone base and install four and one-half (4½) inches of binder asphalt, in two (2) layers per Village Director of Public Works specifications, on all such Public Roads or parts thereof within the Property which 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 shall not be done until after the Property has been at least 75% developed, meaning 75% of the lots have received occupancy permits and all required Property improvements have been installed and approved by the Village. If the Property is not 75% developed within two (2) years of installation and acceptance of the binder course of asphalt, the surface course and final work shall be installed/completed in accordance with the following schedule and upon authorization to proceed from the Village Director of Public Works:

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

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

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, such Work Schedule (i) to specify the times, dates and type of work to be performed, and (ii) have a format and content satisfactory to the District's engineers. The Work Schedule shall not be increased or expanded in time or scope of work without first providing to the District's engineers at least 48 hours prior written notice of such changes to the Work Schedule. Developer and Contractor understand that it is the intent of the Village and District to have one or more inspectors at the construction site at all times for the work on the Subdivision System and as 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, and (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 from the date on which the Village and District in writing accept ownership of the Subdivision System 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 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.

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

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

2) The said transfer/conveyance shall include transfer of ownership of the Subdivision System located in the dedicated Village rights-of-way, and if necessary, easements in private land located within the Property as determined by the Village and the District of a sufficient depth and width to allow the Village and the District to access, maintain and/or replace such Subdivision System, if for some reason it is located outside of Village rights-of-way; 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).

(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 items required of Developer herein. This waiver includes, but is not limited to, the requirement of a written notice and a public

hearing as required under Section 66.0703 of the Wisconsin Statutes and/or any other special assessment statutes.

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.** The Developer will grant to the Village and the District an easement (the "Easement") for the purpose of installing, operating, using, maintaining, repairing, and/or replacing the Subdivision System, if for some reason any portion of the Subdivision System is constructed outside of the Village rights-of-way, ultimately being transferred to the District under the provisions of above Section 7 of this Agreement. If determined to be necessary, Developer will execute and deliver to the 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 presently-existing sanitary sewer and watermain facilities already located on the Property, and (ii) the new Subdivision System that will be constructed on the Property under the terms and provisions of this Agreement. The Easement Agreement shall identify and describe the location of all such sanitary sewer and water facilities. When the Construction Project is completed, however, and the final as-built drawings of the new

Subdivision System are completed, the said as-built drawings shall be inserted into and used in the Easement Agreement to identify and describe that portion of the Easement Agreement pertaining to the Sewer and Water System. (In this fashion, the final as-built easement areas will replace any possible initial easement areas that were originally based on the Plans, but ended up being at a variance with the final, as-built location of the Sewer and Water System.) The Developer shall provide and no building permits shall be issued until the Village receives a Master Easement Exhibit from the Developer showing all easements, including WE Energies or other utility easements located on the Property and 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: 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 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 from the date hereof, the Village Board shall have the right to review the plans in light of conditions then existing or expected in the area and to modify the plans to meet any such conditions. The Developer and Contractor shall construct and complete the Storm

Water Utilities pursuant to any such revised plans. All such work shall be subject to approval and acceptance by the Village Board and the Village's Utility Commission. Construction of all drainage facilities within the outlot were completed as part of Phase 3, the prior phase of Prairie Pathways and 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**. Further, Developer shall be liable and responsible for the proper maintenance of the storm water easements described on the Attached Exhibit D for these 19 Lots, including any detention or retention basins if applicable. Such maintenance shall include the control of weed and algae growth. Such liability and responsibility shall continue with Developer until such time as the ownership of each lot is transferred and such subsequent owner assumes such obligations through their membership in the Prairie Pathways Homeowners Association. Such responsibility has been delegated to the Prairie Pathways Homeowner's Association, a Wisconsin non stock corporation previously formed (the "Homeowner's Association") through the Restrictive Covenants recorded as Document #2071827 in February of 2006 (the "Restrictive Covenants") (attached as **Exhibit C**) and the Grant of Conservation Easement and Stewardship Plan recorded as Document #2072548 February 15, 2006 (attached as **Exhibit E**) . Such maintenance shall be carried out in conformity with applicable Village ordinances, applicable recorded Restrictive Covenants governing the Homeowner's Association, Grant of Conservation Easement and Stewardship Plan 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 on the Property. The Easement Agreement identifies and describes the location of all such Storm Water Utilities on the Property 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 provided and may charge the Developer or subsequent owner or Homeowners' 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 ordinance.

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 an amount of (the "Security"), which amount equates to 120% of the Public Improvements' estimated total cost (excluding the cost for asphaltting) as set forth on **Exhibit B** which is incorporated herein by reference. Developer has opted to post a cash bond for the cost of the binder and surface course

of asphalt plus 10% which funds the Village shall use to pay the costs of the binder and surface course of asphalt to be installed by the Village's asphaltting contractor (the "Cash Bonds"). The amounts of the Cash Bonds are as set forth as the Cash Deposit on **Exhibit B**. Developer shall post the Security and the Cash Bonds with the Village prior to the required staking by the Developer. After completion satisfactory to the Village as set forth in this Agreement of each of (1) the Storm Water Utilities and Subdivision System, and (2) the Public Road's stone course, the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work upon receipt by the Village of lien waivers, as shown on **Exhibit B** hereto. The release of security shall be accomplished incrementally as portions of the work are completed and accepted by the Village. Thereafter, no additional portion of the Security shall be released until Substantial Completion satisfactory to the Village of the Public Road's binder course of asphalt. The Village will pay costs for asphaltting from the Cash Bonds and send a copy of the invoice to Developer for the asphaltting work completed by the Village's contractor for its records. After invoices have been paid for any asphaltting work and the binder course has been accepted, 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, the Developer offered to renew the letter of credit for the amount remaining if the letter of credit extends beyond 14 months notwithstanding the provisions under Section 236.13, Wis. Stat. In calculating the retention amount of the security, such amount shall not include the original 20% contingency. Developer

may, at its option, substitute an additional cash bond for the remaining amount on the letter of credit for the remaining Public Improvements work, plus 10% of the original Security.

The Cash Bonds 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 deficiencies not paid 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 of initial staking, the Village shall draw on the Security and Cash Bonds 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 Road, shoulders and curb and gutter for a period of at least one (1) year. The Village Board may require a longer guaranty period based upon the site conditions, time when construction is to be carried on, and any other factors affecting

the road or its stability. In the event any defect(s) is discovered during such one-year time period, the 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 length of the Guaranty Period. In the case of the asphaltting work for the Public Roads, this Guaranty Period includes the time period between acceptance of the binder course of asphalt and installation and acceptance of the surface course of asphalt. The Guaranty Period, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Public Improvements. The Village shall utilize any or all retained Security and/or Cash Bonds during the Guaranty Period toward the costs of any necessary repairs of the Public Improvements if Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. The Parties recognize that the Guaranty Period lasts longer than 14 months and if the Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement and the Village takes action to perform the repair and maintenance, the

Developer shall reimburse the Village for costs incurred in doing so within thirty (30) days of written notice of such costs. If Developer fails to reimburse the Village for such costs, including but not limited to actual attorney's fees and costs, engineering fees and costs, and administrative costs, in addition to any other remedies the Village may have, the Village shall be entitled to specially assess its costs against the Property in accordance with Section 34 of this Agreement.

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

10. **Outlot Restrictions.** Developer has previously restricted the use of the outlots, as identified on the previously recorded final plat, in the Declaration of Restrictive Covenants, Conservation Easement and Stewardship Plan for Prairie Pathways Subdivision to require the maintenance and protection of the outlots. The outlot in this phase of 19 lots, (Outlot 11) is subject to the Stewardship Plan and Conservation Easement Agreement already entered into and previously recorded as Document #2072548 to address Storm Water Utilities maintenance. Developer shall implement such plan prior to turning over the maintenance responsibilities of the outlot to the Homeowner's Association. Thereafter, the Homeowner's Association shall be responsible for the maintenance and management of the outlot. The Village shall have no ownership interest in, nor any responsibility, for the Outlot except in the case to ensure proper maintenance of any drainage easements by the Homeowner's Association under Section 8 above.

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, in addition to a standard street light which shall be placed at the entrance to the Subdivision. Said lights must be approved by the Village and WE Energies. The street lighting plan, including the type of street light to be permitted, which shall be submitted to the Village's Director of Public Works for approval, is incorporated herein by reference. The installation, maintenance, and repair costs for street lights shall be the sole responsibility of the Developer, until the streets are accepted by the Village Board. 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 by reference. The Developer authorizes the Village to have the necessary Public Roads markings and signs installed and shall reimburse the Village on a time and material basis.

13. **Sale of Lots.** Developer or its successors in title shall not sell, convey or transfer any land abutting upon a street or portion thereof dedicated by such 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 plat associated with the Property and to review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Property. Such costs shall also include the costs of Village's retained engineers, attorneys, inspectors, agents, and subcontractors. Developer understands that legal, engineering, and all other consultants retained by the Village are acting exclusively on behalf of the Village and not Developer. Developer entered into a previous predevelopment agreement with the Village for phase 3 of Prairie Pathways and paid to the Village the sum of \$3,000 as a deposit for such reimbursements. This Section supersedes the predevelopment agreement, and the parties intend that the reimbursement account and process set up by the predevelopment agreement shall continue uninterrupted as needed to cover expenses incurred under this Agreement. If at any time said deposit becomes insufficient to pay expenses incurred by the Village, Developer shall deposit required additional amounts within fifteen (15) days of written demand by the Village. If Developer does not deposit the required amount within the time required, the Village may suspend additional work or review as to the plans and specifications under consideration until the deposit is received. Within sixty (60) days after completion of all construction contemplated under this Agreement, the Village shall furnish Developer with a statement of all such costs incurred by it with respect to such Property. Any

excess funds shall be remitted to Developer, and any costs in excess of such deposit shall be paid by Developer upon demand. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

16. **Land Division Fee.** Pursuant to Section 14-3-3(c), the Developer previously paid a land division fee for 301 parcels created at the time the Prairie Pathways Plat was recorded as a cash payment to the Village.

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. Changes to base and other maps and official drawings not provided by the Developer's as-built

drawings, but necessitated by actions of the Developer, shall be reimbursed to the Village by the Developer whether or not such items are enumerated in this Agreement.

19. **Building Permits and Lot Construction.** Until the Public Improvements, except surface course of asphalt, provided herein to be installed to service the Subdivision have been installed to the reasonable satisfaction of the Village 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. 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 with the Village's paving contractor. If paving delays extend into winter, then the Developer shall be responsible for plowing of the snow through winter months on the Village's rights-of-way that are unpaved. Construction activities related to improvements upon any lot shall not spill over 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 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 (**the “Work”**). The Developer and Contractor shall indemnify and hold harmless the Village and its agents, officers and employees, against any claims or liability directly arising from or based on the violation of any such Laws by the Developer or its principals, agents, employees or contractors, except to the extent that such claims or liability arise by virtue of the negligence or willful misconduct of the Village and any of its agents, contractors, officers or employees. The Developer and Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work to be completed under this Agreement.

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 previously recorded Declaration of Restrictive Covenants, the Developer has required the planting of one to two trees per lot or building of a species approved by the Village 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 shall be repaired and restored to its condition prior to such construction, or rerouted or replaced, if necessary, by Developer and Contractor in the reasonable opinion of the Village Utility Director or Director of Public Works, and 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 as set forth in the erosion control plan located in the Construction Plans and all Construction Site Storm Water Permits issued by the Department of Natural Resources. In the event of any such erosion or siltation, the Developer and Contractor shall be responsible for removing all such siltation from and restoring all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the Village. The Developer shall be responsible for ensuring that its contractors utilize construction means and methods that minimize, to the extent possible, nuisance-type impacts to the surrounding

landowners. Prior to the start of construction, the Developer shall obtain a land disturbance permit from the Village.

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.

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

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

29. **Indemnification for Environmental Contamination.** The Developer, Contractor or Homeowners' 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 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, except as to injury or damage arising, in whole or in part, due to 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 Village Parcels, whether in the soil, groundwater or air unless its due to the Village's willful neglect or misconduct.

The Village and Utility District agree that they will immediately deliver written notice to the Developer and Contractor of the 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, Contractor or Homeowner's Association 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 non-contributory basis, as an additional insured or loss payee as the Village shall direct. The Developer and Contractor shall maintain all required insurance under this section until the Village has accepted dedication of all Public Improvements and for the duration of the Guaranty Period. Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The Village reserves the right to reasonably disapprove any insurance company.

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

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

Installation Floater	All Risk Type; Total Value of Project
Umbrella	\$2,000,000 aggregate

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

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

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

(d) **Homeowner's Association Insurance.** The Homeowner's Association shall provide liability insurance for the outlots, and any Restrictive Covenants shall contain a restriction 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 any Homeowners' 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 right 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 Development 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. This Agreement may be modified only in writing signed by all Parties.

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

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

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

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

herein. 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 all of the lots in the Property and installation and acceptance of all Public Improvements. As Individual lots are sold, the new owner of the lot shall become obligated to perform under the recorded Restrictive Covenants and their membership in the Homeowner's Association and, in the event the new owner fails to perform, under the previously recorded Restrictive Covenants the Homeowner's Association shall have the right to perform the obligation and to assess the new owner for any expenses. The Restrictive Covenants and Conservation Easement have been previously recorded by the Developer with the Racine County Register of Deeds office as a separate document.

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:

THE NEWPORT GROUP, LTD
c/o Raymond Leffler
8338 Corporate Drive
Racine, WI 53406
Fax: (262) 898-1341

To the Village and Utility District:

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

Fax: (262) 835-2388
and to,

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

To the Mortgagee:

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

To the Contractor:

Reesman's Excavating & Grading, Inc.
28815 Bushnell Road
Burlington, WI 53105
Fax: (262) 539-2665

l. **Successors and Assignment.** This Agreement is binding upon 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 lands of the Property, this Agreement shall survive such foreclosure and the lands in the Property shall remain subject to this Agreement.

o. **The Contractor.** Reesman's Excavating & Grading, Inc. is the general contractor for construction of the Development, 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.

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 duties and obligations of the work they are taking over; and

iv. The general contractor shall still remain a party to this Agreement, and still be responsible for fully performing all of the duties and obligations imposed upon any subcontractor(s) under this Agreement.

r. **Legal Action.** In addition to the provisions set forth in this Agreement, the Village 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 it may have with the Developer and Contractor pertaining to this project, and in the event of a legal action in which the final determination is in favor of the Village 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 attorneys' fees and costs.

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

THE NEWPORT GROUP, LTD

By: _____
Raymond C. Leffler, President

STATE OF WISCONSIN)
) SS:
COUNTY OF _____)

Personally came before me this _____ day of _____ 2022,
_____ of THE NEWPORT GROUP, LTD, 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: _____

TRI CITY NATIONAL BANK

By: _____

_____, _____
Printed name Title

STATE OF WISCONSIN)
) SS:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2022, the above-named _____ to me known to be the individuals who executed the foregoing instrument on behalf of Tri City National Bank and acknowledged the same as the act and deed of said financial institution.

Notary Public, _____ County, WI
My commission: _____

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn M. Hoeffert
Village Clerk

Personally came before me this ____ day of _____, 2022, James R. Dobbs and Joslyn M. Hoeffert, Village President and Village Clerk of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

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: _____
Michael Pirk
Secretary

Personally came before me this ____ day of _____, 2022, Howard Stacey and Michael Pirk, 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 _____, 2022, _____ 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
- Exhibit E: Grant of Conservation Easement and Stewardship Plan

770272.062

James A. Hahn



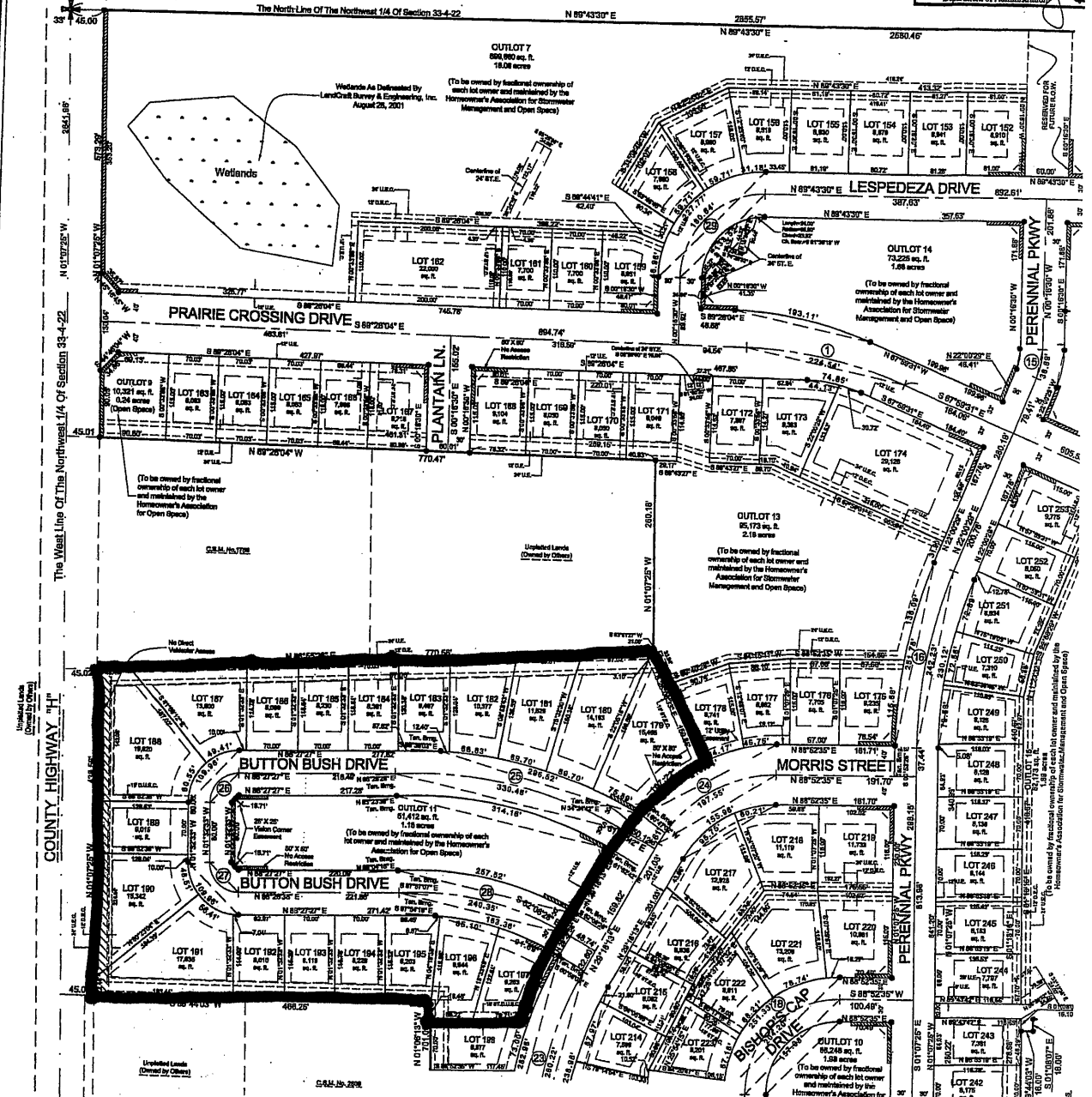
PRAIRIE PATHWAYS

VOL 34 PG 549

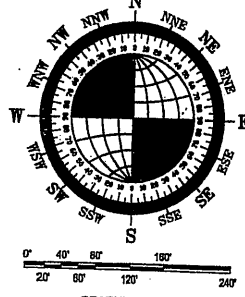
JAMES A. HAHN
RACINE COUNTY
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 1126
Feb. 22, 2006

Being a replat of PRAIRIE CROSSING, being all of Outlot 7 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caldonia, Racine County, Wisconsin, excepting therefrom all lands previously dedicated

There are no objections to this plat with respect to Sections 236.15, 236.16, 236.20 and 236.21 (1) and Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified *James A. Hahn*
James A. Hahn
Department of Administration



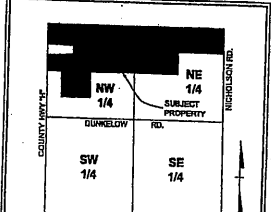
Beatings refer to Grid North of the Wisconsin State Plane Coordinate System (Grid North Zone No. A.D. 27).
The West Line of the Northwest 1/4 of Section 33, Township 4 North, Range 22 East has a reference bearing of N 01°07'25" W.



LOT SETBACKS
FRONT - 25'
REAR - 25'
SIDE - 17' TOTAL BOTH SIDES (WITH 8' MIN.)

NOTES:
OUTLOTS TO BE OWNED BY THE PRAIRIE PATHWAYS HOMEOWNERS ASSOCIATION BY MEANS OF A FRACTIONAL OWNERSHIP.
Outlot Ownership and Purpose:
All Outlots of the plat of PRAIRIE PATHWAYS are owned and shall be maintained by the PRAIRIE CROSSING Homeowners Association for storm water retention purposes and each individual lot owner shall have an undivided fractional ownership of the outlots and that the Village of Caldonia shall be liable for any fees or special assessments in the event of a disaster or emergency. The Homeowners Association shall maintain said Outlots in an unimproved condition not to be used for any other purpose. Construction of any building, parking lot, or other improvement on any Outlot is prohibited unless approved by the Village of Caldonia. The Homeowners Association shall be responsible for the maintenance, repair, or replacement of said Outlots in its intended purpose. Expenses shall be a special charge by the Village.
VEHICLE EGRESS RESTRICTIONS:
All corners of the plat of PRAIRIE PATHWAYS shall be subject to a 20' X 20' Storm Water Easement and a 60' X 60' No Access Restriction. No structures or plantings of any kind shall be permitted within a vehicle corner, except for necessary driveway and bicycle and pedestrian easements. These shall be no vehicle access over any vehicle corner easement.
WETLAND PRESERVATION RESTRICTIONS:
1. Clearing and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of species of any vegetative cover, in, on, or near, streams, wetlands, etc., shall be prohibited, with the exception of the removal of dead, damaged or dying vegetation at the discretion of a forester or naturalist and the approval of Racine County.
3. Clearing for residential construction, access, roads, etc., shall be prohibited.
4. The introduction of plant material not indigenous to the underlying environment of the Wetland area shall be prohibited.
5. Filling may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. Construction of buildings is prohibited.
BARRIERS RESTRICTIONS:
Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 230 Wisconsin Statutes, some lots contain conditions which, due to the possible presence of groundwater over the ground surface, may require soil engineering and foundation designs with approved construction. It is recommended that where a problem associated with saturated soil conditions and foundation construction which will be utilized in substantial construction shall be subject to each specific investigation prior to construction and no specific representation is made herein.

- EASEMENT LEGEND**
- XXX D.E.C. = Drainage Easement
 - XXX D.E.C. = Drainage Easement Centered on lot line(s)
 - XXX D.U.E. = Drainage & Utility Easement
 - XXX D.U.E.C. = Drainage & Utility Easement Centered on lot line(s)
 - XXX S.T.E. = Storm Sewer Easement
 - XXX S.T.E.C. = Storm Sewer Easement Centered on lot line(s)
 - XXX S.T.D.U.E.C. = Storm Sewer, Drainage & Utility Easement Centered on lot line(s)
 - XXX U.E. = Utility Easement
 - XXX U.E.C. = Utility Easement Centered on lot line(s)
 - XXX S.B.C.E. = S.B.C.E. Communications, Inc. Easement



NOTES:
● - Denotes 2-3/8" O.D. x 30' from Pipe steel, 3.6' dia. per lin. ft.
● - 1/4" O.D. x 24' from Pipe steel, 1.88 lbs. per lin. ft. All other Lot and Outlot corners.
All distances computed and measured to the nearest 0.01'
All angles computed to the nearest 00''00.00 and measured to the nearest 00''00.01
Sq. Ft. - Denotes lot area to the nearest square foot
Drainage & utility easements shall also include easements from WE Energies, cable, telephone, etc.
Map prepared by: William R. Hennrichs, RLS
Project Engineer: Michael P. Dohle, PE
LANDCRAFT SURVEY AND ENGINEERING, I
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
207 South 119th Street, West Allis, WI 53227
PH: (414) 654-0074 FAX: (414) 654-0277
LANDCRAFT@WISCONSIN.COM
Signed February 22, 2006
Job No. 030401
SHEET 1 OF 7

3/1/2022

EXHIBIT B

EXHIBIT B - PUBLIC IMPROVEMENTS COST ESTIMATE

1. Curb and Gutter (2618 LF @ \$20.02)	\$52,412.36
2. Roadway and Site Work - Includes Stone base	\$139,724.00
3. Erosion Control and Site Preparation	\$39,869.94
4. Sanitary Sewer	\$236,195.28
5. Water Main	\$209,941.00
6. Storm Sewer	\$146,657.73
7. Backfill - granular material & utility dirt placement	Incl
8. Year 1- Reesman	\$12,960.00
9. Foth Inspections	\$25,000.00

Total \$862,760.31

120% (for total Letter of Credit) \$1,035,312.37

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 \$ 86,276.00 (representing 10% of the cost of the Public Improvements)

CASH DEPOSIT

1. Asphalt Binder (710 tons @ \$75/ton)	\$53,250.00	est
2. Asphalt Surface (350 tons @ \$81.00/ton)	\$28,350.00	est
3. Subgrade & Prep for binder 3225 SY @\$1.50	\$4,837.50	
3. Year 2 Improvements- Reesman	\$20,641.82	
4. Year 2 Improvements - Village Sanitary (9) & Water box's(4)	\$4,700.00	

\$500 x 9 = \$4,500.00 plus \$50 x 4 = \$200

Total \$111,779.32


110% (for total Cash Deposit) \$122,957.25

After substantial completion of the public improvements and during the period between the binder and installation of the surface course of aspha it is anticipated that the cash deposit will be reduced to \$ 59,017.00 representing (10% of the cost of the Asphalt Binder, and all of the Year 2 Improvements & Asphalt Surface)

MEMORANDUM

DATE: Wednesday, March 2, 2022

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: Massenza CSM Stormwater Easement - Authorization of Signatures

BACKGROUND INFORMATION

As a condition of approval of the Storm Water Management Plan and Site Grading Plan for the Massenza CSM, a Storm Water Easement was required to ensure that the Stormwater Pond is constructed, asbuilt, maintained and operating as designed.

The Storm Water Easement is currently in a draft form and should be ready for the Commission meeting. The exhibits are being worked on and there may be some minor term changes for the ingress/egress easement.

If the final form of the easement is ready for the Commission, it will be provided at the meeting. If ready, it is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Stormwater Easement for the Massenza CSM.

Document Number

**Stormwater Detention Pond
and Easement Agreement**

Name and Return Address
Mr. Anthony A. Bunkelman P.E.
Village of Caledonia
Engineering Department
5043 Chester Lane
Racine, Wisconsin 53402

51-104-04-22-33-016-001
51-104-04-22-33-016-002
Parcel Identification Number (PIN)

STORM WATER DETENTION POND AND EASEMENT AGREEMENT

This Storm Water Detention Pond and Easement Agreement is made the ____ day of _____, 2022, by and between **TNG 19, LLC (and its members)**, a Wisconsin limited liability company with offices located at 8338 Corporate Drive Suite 300, Mount Pleasant, WI 53406, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS:

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein. Said real property is referred to in this Agreement as the "Property".

B. As a part of the approval by the Grantees of a development of the Property, the Grantees have required the Owner to create and then construct, at the Owner's own cost and expense, a storm water detention pond within the area of the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said stormwater detention pond is referred to in this Agreement as the "Detention Pond".

The said Detention Pond, to be constructed by the Owner on the Property, shall be constructed in accordance with (i) the Plan Documents, diagrams, and specifications and (ii) the Development Agreement dated November 14, 2018, that the Owner and the Village previously entered into for the development of the Property. A copy of the Plan and Development Agreement is on file with the Village Clerk and the Public Services Director, at their offices in the Village Hall of the Village of Caledonia. The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner's responsibility to maintain the Detention Pond and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Pond Easement") over certain portions of the Property, described on Exhibit B attached. The portions of the Property described on Exhibit B are referred to in this Agreement as the "Pond Easement Area". The location of the Pond Easement Area with respect to the Property is as shown on Exhibit B.

D. The Grantees have requested that the Owner grant a permanent access easement (referred to in this Agreement as the "Ingress/Egress Easement") over certain portions of the Property, that will grant to the Grantees, and their employees, officials, commissioners, contractors, consultants, agents, pedestrian, vehicular and construction equipment to and from the public roadways servicing the Property and the Pond Easement Area. The portions of the Property described on Exhibit C are referred to in this Agreement as the "Ingress/Egress Easement Area". The said Ingress/Egress Easement Area is described and depicted on Exhibit C attached hereto and incorporated herein.

E. As used in this Agreement, the term "Drainage Facilities" shall mean drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or

improvements that are constructed or installed upon the Pond Easement Area and/or the Ingress/Egress Easement Area from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

AGREEMENT:

For \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of Detention Pond and Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Detention Pond and Drainage Facilities, including, without limitation, mowing, control of weed and algae growth, repair of erosion, and the removal of trees, brush, vegetation and silt, and all other obstacles to the flow of surface water to and from the Detention Pond and Drainage Facilities, so that the Detention Pond and Drainage Facilities function properly and to their design capacity for the storage and conveyance of storm water and so that there are no obstructions interfering with the location, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Detention Pond and Drainage Facilities both during the construction thereof and thereafter and in conformity with this Agreement and the Ordinances of the Village of Caledonia and any restrictive covenants applicable to the Property. The Owner shall prevent the Detention Pond and Drainage Facilities from becoming a nuisance.

2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace Detention Pond and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Detention Pond and Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements, and emergency action, including, without limitation, any construction, engineering, legal and administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levying of said assessments in accordance with Wisconsin Statutes Section 66.0703.

3. Alteration or Changes of Detention Pond or Drainage Facilities. The Owner shall not make or construct any alteration or change of the Detention Pond or Drainage Facilities, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the Detention Pond or Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.

4. Indemnification, Hold Harmless, Release and Insurance. The Owner hereby agrees to indemnify and hold harmless the Grantees, and their agents, commissioners, officials and employees, from and against any and all expenses (including reasonable attorney's fees), claims, damages, liabilities and costs whatsoever, whether known or unknown, arising from the existence, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities. The Owner hereby releases the Grantees, and their agents, commissioners, officials and employees, from and against any and all expenses (including reasonable attorney's fees), claims, damages, liabilities and costs whatsoever, whether known or unknown, arising from the existence, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities and any action performed by Grantees, and their agents, commissioners, officials and employees. The Owner shall carry general liability insurance covering the Property and, if requested by Grantees, provide Grantees with certificates of said coverage.

5. Grant of Easement. The Owner grants to the Grantees, and their contractors, successors and assigns:

- (a) A permanent and perpetual easement and right-of-way over, across, under and through the Pond Easement Area for conveying surface and storm waters over, across, under and through the Property and for storing surface and storm waters in, and draining, conveying and transporting of surface and storm waters to and from, the Detention Pond and Drainage Facilities, including, without limitation, the right to enter upon the Pond Easement Area with workers, materials and equipment, for the purpose of constructing, using, operating, cleaning, maintaining, altering, repairing and replacing the Detention Pond and Drainage Facilities.
- (b) A permanent and perpetual easement and right-of-way over, across, and through the Ingress/Egress Easement Area for ingress and egress to and from the Pond Easement Area for the purpose of transporting workers, materials, and equipment in connection with the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Pond Easement Area;
- (c) The right to cut down and remove or trim all trees, bushes or other vegetation existing within the Pond Easement Area and Ingress/Egress Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Pond Easement Area and Ingress/Egress Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Pond Easement Area, or (ii) ingress and egress to the Pond Easement Area via the Ingress/Egress Easement Area; and
- (d) The right to remove any fences, structures or improvements located within the Utility Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Pond Easement Area, or (ii) maintain ingress and egress to the Pond Easement Area via the Ingress/Egress Easement Area.

6. Restrictions On Pond Easement Area and the Ingress/Egress Easement Area. The Owner covenants and agrees that:

(a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Pond Easement Area or Ingress/Egress Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Pond Easement Area and Ingress/Egress Easement Area will not be altered without the written consent of the Grantees.

7. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Pond Easement Area or (ii) ingress and egress to the Pond Easement Area via the Ingress/Egress Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall not be required to replant any trees, bushes or other vegetation that would interfere with the (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Pond Easement Area, or (ii) ingress and egress to the Pond Easement Area via the Ingress/Egress Easement Area.

8. Non-Use. Non-use or limited use of the rights granted in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

9. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

10. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

11. Stormwater Maintenance. Attached hereto as Exhibit Y is a document entitled "Massenza Storm Water Management Practice Maintenance Agreement". This document, including its own Exhibits A, B, and C, shall be, and through this Agreement, hereby is a restrictive covenant (referred to in this Agreement as the "Restrictive Covenant") on the Property imposing duties and obligations on the Owner, its successors and/or assigns in title, for the Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of Detention Pond and Drainage Facilities

**OWNER:
TNG 19, LLC**

BY: _____
Raymond C. Leffler, Member

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2022, the above-named **Raymond C. Leffler**, a Member TNG 19, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA

BY: _____
James R. Dobbs, President

ATTEST: _____
Joslyn Hoeffert, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2022, the above-named **James R. Dobbs, President** and **Joslyn Hoeffert, Clerk**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, Racine County, WI

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

ATTEST: _____
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2022, the above-named, **Howard Stacey, President** and **Michael Pirk, Secretary**, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This Instrument Was Drafted By: Anthony A. Bunkelman P.E., Public Services Director

Exhibit A

Legal Description of the Property

DESCRIPTIONS OF RECORD

Exhibit B

Legal Description and Drawing of the Pond Easement Area

**[The legal description and drawing of the Pond
Easement Area is on the next page]**

Exhibit C

Legal Description and Drawing of the Ingress/Egress Easement Area

**[The legal description and drawing of the Access
Easement Area is on the next page]**

Exhibit Y

Massenza Storm Water Management Practice Maintenance Agreement

CHARTER ORDINANCE NO. 2017-001

A CHARTER ORDINANCE TO AMEND SEC. 2-5-8 OF THE VILLAGE'S CODE OF ORDINANCES CONSOLIDATING THE GOVERNANCE OF THE CALEDONIA STORM WATER UTILITY DISTRICT, THE CALEDONIA SEWER UTILITY DISTRICT AND THE CALEDONIA WATER UTILITY DISTRICT UNDER ONE COMMISSION

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

1. That pursuant to the powers granted under Sections 66.0101 and 61.34, Wis. Stats., the Village of Caledonia previously adopted Charter Ordinances 2011-02 and 2012-001 electing not to be governed by any portion of Section 66.0805, Wis. Stats., relating to the management of municipal public utilities to the extent, if any, that said section was in conflict with the charter ordinance with respect to Sec. 2-5-8 relating to the composition of the Utility District Commission for the Sewer and Water Utility Districts and Sec. 2-5-9 relating to the composition of the Commission for the Storm Sewer Utility Districts. The Village of Caledonia also previously repealed the Charter status of Sec. 2-5-9 relating to the composition of the Commission for the Storm Sewer Utility Districts when it adopted Charter Ordinance No. 2013-001 making it a general regulatory ordinance.

2. That the Village has determined that it is necessary to again address the composition of the Commissions governing the Sewer, Water and Storm Sewer Utility Districts to combine governance of all of the utility districts under one Commission and to reorganize certain existing provisions under the Code into Title 9 that addresses the Village's utility districts.

3. That pursuant to the powers granted under Sections 66.0101 and 61.34, Wis. Stats., the Village of Caledonia is amending the composition and governance of its Utility

District Commission for the Caledonia Sewer Utility District, the Caledonia Water Utility District, and the Caledonia Storm Water Utility District so that one Commission governs all three utility districts. The Village previously elected not to be governed by any portion of Section 66.0805, Wis. Stat., relating to the management of a municipal public utility to the extent, if any, that said section may be in conflict with the Charter ordinance and continues such election here.

4. Portions of existing Sections 2-5-8 and 2-5-9 of the Village's Code of Ordinances have been adopted by Ordinance 2017-19 as a general regulatory ordinance and will continue to remain in effect addressing the districts creation, the districts' boundaries, and the obligations of the districts. Existing Section 2-5-9 of the Village's Code of Ordinances will be repealed under Ordinance No. 2017-20 after the effective date of this Charter ordinance.

5. That Sec. 2-5-8 of the Code of Ordinances for the Village of Caledonia relating to the Caledonia Utility Districts Commission be, and hereby is, amended to read as follows:

“SEC. 2-5-8 CALEDONIA UTILITY DISTRICTS COMMISSION.

- (a) **Commission.** The Caledonia Water Utility District, the Caledonia Sewer Utility District, and the Caledonia Storm Water Utility District (collectively referred to herein as “the Utility Districts”) shall be governed by one Utility District Commission, comprised of one (1) Village Board Trustee and six (6) citizen commissioners who are residents of the Village. The one (1) appointed Village Board Trustee shall serve as a liaison to the Village Board. The Village President shall appoint the liaison member, and an alternate liaison member, subject to confirmation by the Village Board. The liaison member shall have the same rights as the other Commission members, and shall be counted in determining the number required for a quorum or whether a quorum is present. The liaison member, and his or her alternate, shall serve a one-year term commencing on May 1st. The six (6) citizen commissioners shall be appointed for staggered three (3) year terms by the Village Board, each term commencing May 1st. Initially, the terms of the various members shall be staggered so that two terms shall expire each year. The compensation paid to the six (6) citizen commissioners shall be determined from time-to-time by Resolution of the Village Board.

- (b) The Commission shall have the following powers and obligations:
- 1) The charge and management of the Projects within the Utility Districts are subject to the general control and supervision of the Village Board as provided in this Section.
 - 2) Preparation of a proposed budget for each of the Utility Districts in accord with Sec. 65.90, Wis. Stats., and shall file it with the Village Clerk for review and approval by the Village Board.
 - 3) Shall choose a president and secretary from its membership.
 - 4) Shall review the books of account in the manner and form prescribed by the Village and as required by law. Utility District expenses shall be audited by the Commission at its regular meetings, and if approved by the Commission, shall be paid by the Village Clerk and Treasurer pursuant to Sec. 66.0607, Wis. Stats. The Commission may authorize the payment of regular expenses as the Commission may determine to be paid as they become due, if approved by the Commission.
 - 5) The Commission shall from time-to-time as required by the Village Board, provide the Village Board with reports and other details of activities.
 - 6) Subject to the appropriations in the budget as approved by the Village Board: (a) the Commission may employ the services and fix the compensation of such other agents or consultants as the Commission deems necessary or convenient for the operation and management of the Utility District; (b) the Commission shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Utility Districts; provided, however, that contracts for any purchase, service, or project that involves an expenditure of \$25,000.00 or more shall be subject to prior approval by the Village Board. All purchasing shall occur in accordance with the Village's adopted purchasing policy under Sec. 2-4-25(d), as applicable.
 - 7) The Commission shall have the authority to administer each Utility District and set such rules and regulations for the operation of each Utility District and the delivery of services within each Utility District as are authorized by law. Any Commission rules and regulations shall be subject to approval by the Village Board by resolution from time-to-time. The Commission may not adopt rules and regulations governing Utility District personnel. Utility District's personnel are Village employees subject to the Village Personnel Policy Manual."

6. Should any section, clause or provision of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

7. All ordinances in conflict with any provisions of this ordinance are hereby repealed.

8. This Charter Ordinance shall take effect sixty (60) days after its passage and publication, unless within such sixty days a referendum petition shall be filed as provided in Section 66.0101, Wis. Stats., in which event this ordinance shall not take effect until submitted to a referendum and approved by a majority of electors voting thereon as provided by Section 66.0101, Wis. Stats.

9. This Charter Ordinance was approved by the Village Board of the Village of Caledonia by at least a two-thirds vote of the Village Board on this 16th day of October, 2017.

VILLAGE OF CALEDONIA

By: /s/
Bob Bradley
Village President

Attest: /s/
Karie L. Torkilsen
Village Clerk