
VILLAGE BOARD MEETING AGENDA
Monday, March 7, 2022 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
5. **Approval of Minutes**
 - Village Board – February 21, 2022
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
8. **Ordinances and Resolutions**
 - A. **Resolution 2022-17** – A Resolution Adopting The Caledonia 2022 Revised Salary Compensation Schedule Eliminating Administrative Assistant Building & Engineering And Creating Public Services Administrative Coordinator
 - B. **Resolution 2022-18** – A Resolution Adopting The Caledonia 2022 Revised Salary Compensation Schedule Eliminating Engineering Technician/Code Enforcement And Creating Planning & Zoning Technician
 - C. **Resolution 2022-19** – Resolution Appointing Village Finance Director Wayne Krueger
 - D. **Resolution 2022-20** – Resolution Of The Village Board Of The Village Of Caledonia To Appoint A Village Treasurer
 - E. **Resolution 2022-21** – Resolution Authorizing The Village Of Caledonia To Award A Contract For The Hoods Creek Attenuation Basin Expansion Project
 - F. **Resolution 2022-22** – A Resolution Of The Village Board Of The Village Of Caledonia Naming An Improved Right-Of-Way In The Village Of Caledonia To Smerchek Lane
 - G. **Resolution 2022-23** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Development Agreement For A 19 Lot Phase Of Prairie Pathways Subdivision; The Newport Group, Ltd, Owner / Nancy Washburn, Agent
 - H. **Resolution 2022-24** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±1,860 Square-Foot Addition To The Existing Commercial Building And Expanded Parking Lot At 4630 Douglas Avenue, Village Of Caledonia, Racine County, WI; Ryan Rudie, Applicant, Thomas And Jaenne Torhorst Trust, Owner
 - I. **Resolution 2022-25** – Resolution Of The Village Board Of The Village Of Caledonia Accepting Ownership Of Parcels Of Land With Parcel Nos. 104-04-23-08-011-000 And 104-04-23-08-290-010 Located Along Lakeshore Drive From Racine County
 - J. **Resolution 2022-26** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Sign Plan For The Development Located 4011 Nicholson Road; Dan Radke, Applicant, ProBio Re LLC, Owner
9. **New Business**

10. Report from Village Administrator**11. Closed Session Items**

A. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically to discuss (1) the tourism contract with Real Racine; and (2) regarding the Master Water Meter Installation Project affecting property west of North Main Street and South of Ber Wil Drive and specifically property at 4200 N. Main Street as set forth in the Relocation Order in Board Resolution 2021-66 and the acquisition of interests in land necessary for the project and associated costs.

B. The Village Board reserves the right to go back into OPEN SESSION, take action on any of the items discussed during the CLOSED SESSION including to authorize the expenditure of funds for the costs associated with finalizing the acquisition of interests including for acquisition services and to acquire the land interests necessary for the Master Water Meter Installation Project, including the issuance of jurisdictional offers, completing the purchases and if necessary, the issuance of award of damages, and to move to the remaining meeting agendas as posted

12. Adjournment

**Village Board Meeting
February 21, 2022**

1 - Order

President Dobbs called the Village Board meeting to order at 6:00 p.m. at the Caledonia Village Hall.

2 - Pledge of Allegiance

3 - Roll Call

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

Absent: None.

Staff: Also present were Administrator Kathy Kasper, HR Manager Michelle Tucker, Director of Public Services Anthony Bunkelman, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, and Attorney Elaine Ekes.

4 – Communications and Announcements

None.

5 – Approval of Minutes

Village Board – February 7, 2022

Special Village Board – February 7, 2022, & February 14, 2022

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

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

6 – Citizens Reports

Shannon Coey, 2617 3 Mile Road, stated that he had attended all the meetings that dealt with this proposed development on 3 Mile. Coey listed the following: Home, Neighborhood, Community, Village, County, State, Country and questioned if anyone is more important than the others? He spoke of elected officials and how they are voted in to be the voice of their constituents. He thought the center would help many juveniles but figured it would take one mistake to have real issues.

David Paulson, 3515 Leo Lane, has lived in the community for 40+ years and has been the juvenile court judge for the past 3.5 years. He spoke of the current juvenile facility and that those placed there are protected from the public and themselves. He stated that to his knowledge, there has never been an escape or severe issues and only a handful of disturbances – one of which being over potato chips. He thought the facility was safer than the schools. He spoke of rehabilitation of these minors in the community, and without a center like this, they will be placed back in the streets that landed them there. He reiterated the use for rehabilitation and his personal experiences. He thought Caledonia has a chance to build a state-of-the-art facility and spoke of the designs that were proposed.

Melissa Stancato, 3010 Yorktown Street, spoke of past meetings where residents expressed concern and opposition to this proposal. She explained that her husband attended the public hearing and echoed his concerns. Her family moved from Milwaukee to Caledonia for a better and safer life and thought this proposal was what they were getting away from. She felt the Village should place a daycare, Montessori school, or park in the neighborhood instead.

7 – Committee Report

7A - (Approval of A/P checks) -

Village – \$292,690.22

US Bank – \$35,304.03

Motion by Trustee Wishau to approve the A/P checks as presented for \$292,690.22 Seconded by Trustee Weatherston. Motion carried unanimously.

Motion by Trustee Wishau to approve the US Bank List as presented for \$35,304.03. Seconded by Trustee Weatherston. Motion carried unanimously.

7B – Dog Fancier’s Application /Jennifer Laughman 12525 Adams Rd, Franksville

Motion by Trustee Stillman to approve the Dog Fancier’s Application /Jennifer Laughman 12525 Adams Rd, Franksville. Seconded by Trustee Wanggaard. Motion carried unanimously.

8 – Ordinances and Resolutions

President Dobbs explained that items 8A-8D are all concerning the Racine County Youth Care Center. While the Board deliberated, Attorney Ekes presented the modifications that were being proposed and the suggested motions. Attorney Ekes handwrote these suggestions, and copies were requested for the Board’s consideration. While those copies were being made, the Board carried on with the remaining items on the agenda.

Motion by Trustee Weatherston to take the agenda out of order, starting with 8E and continue with agenda item 8A once the Attorney returns. Seconded by Trustee Stillman. Motion carried unanimously.

8E – Ordinance 2022-05 – An Ordinance To Amend The Following Sections Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin, Amend Sections 7-20-1(B) Related To Special Event Permit Required, Amend Section 7-20-1(C) Related To Special Event Exception, Amend Section 7-20-1(E)(4) & (8) Related To Special Event Requirements, Amend Section 7-20-1(F) Related To Special Event Permit Fees And Number Of Events And Section 7-20-1(G) Related To Special Event Permit Approval

Motion by Trustee Wanggaard to approve Ordinance 2022-05. Seconded by Trustee Martin. Motion carried, unanimously.

8F – Ordinance 2022-06 – An Ordinance To Amend Section 11-2-1(B)(1); Section 11-2-1(B)(2); AND Section 11-2-1(B)(3) Of The Code Of Ordinances For The Village Of Caledonia Relating To Weapon Discharge

This Ordinance was written to modify the code to reflect a weapon discharge distance from 300ft to 500ft. This change was for both the Use and Discharge of Firearms and Bow and Arrow or Crossbow. Upon further review, the Use and Discharge of Bow and Arrow or Crossbow in the state statute recommended a distance less than what was proposed and could not be adopted as such. The Clerk suggested that this Ordinance be adopted sans that proposed section.

Motion by Trustee Wanggaard to approve the revised Ordinance 2022-06 as proposed. Seconded by Trustee Weatherston. Motion carried, unanimously.

8G – Resolution 2022-13 – Resolution By The Caledonia Village Boar Authorizing Entry Into The Voluntary Compact Of Intergovernmental Cooperation Council For Racine County And Its Municipalities

The Intergovernmental Cooperation Council for Racine County is a way for 17 municipalities to communicate and work together on issues in our community. The intention of this body is not meant to be an oversight but an opportunity for consolidation. The Board discussed wanting periodical updates from these meetings.

Motion by Trustee Weatherston to approve Resolution 2022-13. Seconded by Trustee Stillman. Motion carried, unanimously.

8A – Ordinance 2022-03 – An Ordinance Adopting An Amendment To The Multi-Jurisdictional Comprehensive Plan For Racine County: 2035 As It Pertains To The Village Of Caledonia Under Section 13-2-1 Of The Village's Code Of Ordinances By Creating Section 13-2-2(R) Adding An Amendment To The Village's Comprehensive Plan And Affecting Lots 2 And 3 Of CSM 1499, Parcel Id Nos. 104-04-23-32-001-020 And 104-04-23-20-001-030, Village Of Caledonia; Containing 29.0 Acres, More Or Less; From Commercial To Governmental & Institutional; (Racine County Youth Care Center), Payne And Dolan Inc., Owner

President Dobbs and Attorney Ekes explained that the following four items deal with the Youth Center. Attorney Ekes summarized the four topics, and the Board will vote on each item separately.

8A is an Ordinance that amends the Multi-Jurisdictional Comprehensive Plan for Racine County: 2035 as well as the Village's comprehensive plan. This change would reflect a modification on our compressive plan from Commercial to Government and Institutional.

8B is an Ordinance that amends the zoning district from M3 to P1 for the two parcels. Ekes explained the use of a P1 district.

8C is a Resolution for a Pilot payment offered by Racine County in lieu of a tax payment (because they would be tax exempt).

8D is a Resolution that approves the conditional use permit for the parcels located directly east of 2525 3 Mile Road.

The Board requested that Attorney Ekes hand out a list for suggestion motions for 8C&8D (see above for the motion). The Board deliberated on other agenda items at that time and carried with 8A-8D after 8G.

Motion by Trustee Weatherston to approve Ordinance 2022-03. Seconded by Trustee Wanggaard.

Trustees explained their rationale in how they would be voting for this proposal. They further explained concerns that were and weren't addressed.

Trustee Weatherston – aye

Trustee Stillman – nay

Trustee Wishau – aye

Trustee Wanggaard – aye

Trustee Martin – aye

Trustee McManus – nay

President Dobbs – aye

Motion carried, 5/2.

8B – Ordinance 2022-04 – An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 20-212 Of The Racine County Code Of Ordinances As Adopted By The Village Of Caledonia Under Section 16-1-1(A) Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±29.0 Acres From M-3, Heavy Industrial District To P-1, Park Institutional District For The Two Properties Located On 3 Mile Road, (Racine County Youth Care Center) Parcel Id Nos. 104-04-23-32-001-020 And 104-04-23-32-001-030, Village Of Caledonia, Racine County, Wi. Racine County, Applicant, Payne And Dolan Inc., Owner.

Motion by Trustee Weatherston to approve Ordinance 2022-04. Seconded by Trustee Martin.

Trustee Weatherston – aye

Trustee Stillman – nay

Trustee Wishau – aye

Trustee Wanggaard – aye

Trustee Martin – aye

Trustee McManus – nay

President Dobbs – aye

Motion carried, 5/2.

8C – Resolution 2022-11 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Payment In Lieu Of Taxes Agreement Between The Village Of Caledonia And Racine County For The Property Located Along Three Mile Road, Lots 2 And 3 Of CSM 1499 In The Village Of Caledonia, Wisconsin

Motion by Trustee Martin to approve Resolution 2022-11 with amendments to be recited by Attorney Ekes. Seconded by Trustee Weatherston.

Ekes recited the amendments as follows:

- Any amendment to the agreement would require a super majority vote of the Board (5/7).
- In section 4, revise the last sentence to reflect that if the facility remains on the property, any tax-exempt status change would not reflect the pilot payment agreement.

The applicants understood and accepted these additions when asked by the Village President.

Trustee Weatherston – aye

Trustee Stillman – nay

Trustee Wishau – aye

Trustee Wanggaard – aye

Trustee Martin – aye

Trustee McManus – nay

President Dobbs – aye

Motion carried, 5/2.

8D – Resolution 2022-12 – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Conditional Use Permit To Allow The Operation Of A Youth Development And Care Facility For The Parcels Located Directly East Of 2525 3 Mile Road, Racine County, Applicant, Payne & Dolan Inc., Owner

Motion by Trustee Martin to approve Resolution 2022-12 with amendments to be recited by Attorney Ekes. Seconded by Trustee Weatherston.

Ekes recited the amendments as follows:

- On exhibit A, change paragraph 3B, to reflect that the facility would be operated and owned by the County. This would also be reflected in the use restriction.
- In addition, under 3B, language would also reflect a prohibition on the use, and it would be restricted further to not authorize any penal, correctional, detention, or other facility for adults and type I juvenile correctional facility. This would also be reflected in the use restriction.
- Additional language to reflect that no privatization of the facility would occur. This would also be reflected in the use restriction.
- The voluntary use restriction would be revised to reflect that any amendment would require a super majority vote of the Board (5/7).

The applicants understood and accepted these additions when asked by the Village President.

Trustee Weatherston – aye

Trustee Stillman – nay

Trustee Wishau – aye

Trustee Wanggaard – aye

Trustee Martin – aye

Trustee McManus – nay

President Dobbs – aye

Motion carried, 5/2.

8H – Resolution 2022-14 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With The Racine County Economic Development Corporation For Economic Development Technical Assistance For 2022

Million was present as the Deputy Director for RCEDC. Million shared an overview of 2021 as a year-end report. She reviewed the documentation included in the packet and explained the current contract. There was discussion regarding the vacant K-Mart building.

Motion by Trustee Stillman to approve Resolution 2022-14. Seconded by Trustee Weatherston.
Motion carried, unanimously.

8I – Resolution 2022-15 – Resolution Authorizing The Village Of Caledonia To Execute An Indemnification, Release And Hold Harmless Agreement With Timothy C & Raeleen J Johnson

Motion by Trustee Martin to approve Resolution 2022-15. Seconded by Trustee Stillman.
Motion carried, unanimously.

8J – Resolution 2022-16 – Resolution Authorizing The Village Of Caledonia To Execute An Indemnification, Release And Hold Harmless Agreement With Ralph E. Anderson & Margaret E. Anderson

Motion by Trustee Weatherston to approve Resolution 2022-16. Seconded by Trustee Stillman.
Motion carried, unanimously.

9 – New Business

9A. COPS Grant

The COPS grant was applied for in 2021 and was unsuccessful. There have been numerous conversations regarding staffing of Police Officers. Chief Botsch is seeking Board approval to reapply for the 2022 grant, and how many officers they could apply for. The numbers presented remain unchanged from 2021, but as they negotiate the contract for 2022 those numbers are subject to be modified.

Motion by Trustee Stillman to approve applying for the COPS grant for 2 officers. Seconded by Trustee McManus.

Trustee Weatherston – aye

Trustee Stillman – aye

Trustee Wishau – nay

Trustee Wanggaard – aye

Trustee Martin – nay

Trustee McManus – aye

President Dobbs – aye

Motion carried, 5/2.

10 – Report from Village Administrator

Has had many meetings with RCEDC especially regarding potential activity in TID 4. In TID 3, ProBio has received office occupancy and is anticipating that their lab occupancy for probiotic production this summer. Wisconsin DOT spoke the potential of a commuter train from Kenosha to Milwaukee. Following Trustee Stillman's presentation of the Public Safety Building, it continues to move along smoothly, and they are happy with the architects hired for this project. There was a Heads of Government meeting this month where they covered topics such as Real Racine, RCEDC and RCCIC. Closest unit response was also discussed at this meeting and the hope that response times could be rectified by possible consolidation

11A – The Village Board will take up a motion to go into CLOSED SESSION pursuant to Wisconsin Statutes Sec. 19.85(1)(e) for investing of public funds for competitive and bargaining reasons in the purpose of the Development Agreement with Green Bay Packaging and Midland Container Corporation.

Motion by Trustee Weatherston to go into closed session. Seconded by Trustee Stillman.

Trustee Weatherston – aye

Trustee Stillman – aye

Trustee Wishau – aye

Trustee Wanggaard – aye

Trustee Martin – aye

Trustee McManus – aye

President Dobbs – aye

Motion carried unanimously.

11B – The Village Board reserves the right to RECONVENE INTO OPEN SESSION take possible action on the items discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda.

Motion by Trustee Wanggaard to go into open session. Seconded by Trustee Stillman. Motion carried unanimously.

12 – Adjournment

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

Meeting adjourned at 7:28 p.m.

Respectfully submitted,
Joslyn Hoeffert, Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
5 ALARM FIRE & SAFETY						
6	5 ALARM FIRE & SAFETY	Crash7	EXTRICATION CLASS STANEK,	02/16/2022	1,950.00	100-35-51300 Education/Training/Conferences
Total 5 ALARM FIRE & SAFETY:					1,950.00	
ACH - SUPERFLEET						
1730	ACH - SUPERFLEET	EJ9940218202	FUEL FOR VEHICLES	03/02/2022	668.65	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					668.65	
ACH - WE ENERGIES						
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	900.99	222-00-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	625.84	221-00-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	7,542.09	100-43-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	1,007.24	100-90-64290 Street Lighting
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	1,054.82	100-41-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	1,922.90	100-30-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	3,936.84	100-35-64140 Utilities
380	ACH - WE ENERGIES	4029012493	STREET LIGHTS 01/01/22 - 02/1	02/11/2022	11,621.80	100-90-64290 Street Lighting
380	ACH - WE ENERGIES	4043085640	BILLING PERIOD 01/19/22 -02/17	02/17/2022	19.01	221-00-64140 Utilities
380	ACH - WE ENERGIES	4043085640	BILLING PERIOD 01/19/22 -02/17	02/17/2022	16.14	100-35-64140 Utilities
Total ACH - WE ENERGIES:					28,647.67	
AERO COMPRESSED GASES						
29	AERO COMPRESSED GASES	450309	OXYGEN FOR MEDICAL USE	02/25/2022	159.80	100-35-64280 Medical Supplies
29	AERO COMPRESSED GASES	450802	OXYGEN FOR MEDICAL USE	03/02/2022	47.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:					207.30	
AFC INTERNATIONAL INC.						
32	AFC INTERNATIONAL INC.	63644	REPAIR PARTS FOR E-12	03/02/2022	750.00	250-35-64192 Fire Dept Donations
32	AFC INTERNATIONAL INC.	63644	REPAIR PARTS FOR E-12	03/02/2022	97.25	100-35-64110 Small Equipment
Total AFC INTERNATIONAL INC.:					847.25	
ARAMARK						
128	ARAMARK	1641540920	RUG DELIVERY - VILLAGE HALL	02/23/2022	261.58	100-43-62100 Contracted Services
Total ARAMARK:					261.58	
BAYCOM						
183	BAYCOM	SRVCE000000	RADIO TESTING	02/16/2022	82.50	100-30-64070 Work Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total BAYCOM:					82.50	
BELLE CITY FIRE & SAFETY						
196	BELLE CITY FIRE & SAFETY	57845	MISC. FIRST AID KIT SUPPLIES	02/08/2022	227.30	100-43-64070 Work Supplies
196	BELLE CITY FIRE & SAFETY	57880	NITRILE GLOVES - HWY DEPT	02/25/2022	299.50	100-41-64070 Work Supplies
196	BELLE CITY FIRE & SAFETY	57881	MISC. FIRST AID KIT SUPPLIES	02/25/2022	53.55	100-43-64070 Work Supplies
Total BELLE CITY FIRE & SAFETY:					580.35	
BINDER LIFT LLC						
209	BINDER LIFT LLC	22080	BINDER LIFT FOR MED 32	02/25/2022	790.00	100-35-64280 Medical Supplies
Total BINDER LIFT LLC:					790.00	
BUY RIGHT, INC.						
273	BUY RIGHT, INC.	353575	OIL & SILICONE SPRAY	02/25/2022	50.97	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	354279	PREMIX	02/25/2022	12.30	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					63.27	
CALL MULTIPLIER						
284	CALL MULTIPLIER	519585 021822	MESSAGING SYSTEM	02/18/2022	59.00	100-30-62100 Contracted Services
Total CALL MULTIPLIER:					59.00	
CAMILLE SCHULGIT						
291	CAMILLE SCHULGIT	RECEIPT# 500	ROP BOND REFUND - 720 WAT	03/01/2022	500.00	100-23161-000 Road Opening Bonds
Total CAMILLE SCHULGIT:					500.00	
CASEY'S GENERAL STORE						
9091	CASEY'S GENERAL STORE	Storm Water D	STORM WATER POND REFUND	02/24/2022	10,000.00	100-23163-009 Casey's Stormwater Pond Deposi
Total CASEY'S GENERAL STORE:					10,000.00	
COMPLETE OFFICE OF WISCONSIN						
392	COMPLETE OFFICE OF WISCO	276736	OFFICE SUPPLIES - LABELS	02/16/2022	12.46	100-32-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	297782	PLATES & PAPER TOWEL - BRE	02/23/2022	52.57	100-43-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:					65.03	
CONSTRUCTION & GEOTECHNICAL MATERIAL						
400	CONSTRUCTION & GEOTECHNI	8645	FIELD EXPLORATION FOR PUB	12/31/2021	5,005.00	400-75-65020 FGM Building Improvements

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total CONSTRUCTION & GEOTECHNICAL MATERIAL:					5,005.00	
D & S TECHNOLOGIES LLC						
436	D & S TECHNOLOGIES LLC	27000	11/8/21 ONSITE INSTALL AN IP	02/23/2022	3,500.00	100-30-64250 Equipment Repairs & Maintenan
Total D & S TECHNOLOGIES LLC:					3,500.00	
EARTH X, LLC						
9214	EARTH X, LLC	RECEIPT#500	ROP BOND REFUND - 4634 SH	03/01/2022	500.00	100-23161-000 Road Opening Bonds
Total EARTH X, LLC:					500.00	
EHLERS INVESTMENT PARTNERS						
584	EHLERS INVESTMENT PARTNE	69633	COM.DEVELOPMENT BONDS S	02/14/2022	400.00	413-00-61600 Village Services
584	EHLERS INVESTMENT PARTNE	69634	COM.DEVELOPMENT BONDS S	02/14/2022	400.00	413-00-61600 Village Services
Total EHLERS INVESTMENT PARTNERS:					800.00	
FGM ARCHITECTS						
652	FGM ARCHITECTS	21-3278.01-4	PROJECT 21-3278.01 CAL. PUB	02/16/2022	68,780.00	400-75-65020 FGM Building Improvements
Total FGM ARCHITECTS:					68,780.00	
FITNESS TECHS, LLC						
9212	FITNESS TECHS, LLC	56920	DIAGNOSE VISIT FOR TREADMI	02/25/2022	159.00	100-35-64250 Equipment Repairs & Maintenan
9212	FITNESS TECHS, LLC	57007	REPAIR FOR TREADMILL STATI	02/24/2022	633.52	100-35-64110 Small Equipment
Total FITNESS TECHS, LLC:					792.52	
FRANKSVILLE AUTOMOTIVE LLC						
679	FRANKSVILLE AUTOMOTIVE LL	12388	#210 OIL CHANGE/TIRE REPAIR	02/15/2022	79.56	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12454	#205 OIL CHANGE	02/24/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					135.18	
GALLS LLC						
693	GALLS LLC	020357635	CLIP ON TIE W/BUTTON OFC. S	02/02/2022	7.99	100-30-50280 Clothing Allowance
693	GALLS LLC	020399174	MILITARY PIN FOR OFC BARRY	02/08/2022	23.99	100-30-50280 Clothing Allowance
Total GALLS LLC:					31.98	
GRUNAU						
764	GRUNAU	35001451	ANNUAL SPRINKLER INSPECTI	02/25/2022	331.88	100-35-64240 Building Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total GRUNAU:					331.88	
HEALTH & SAFETY INSTITUTE						
1	HEALTH & SAFETY INSTITUTE	1535060	24-7 TRAINING CLASSES FOR P	02/25/2022	2,571.40	250-35-64190 Fire Aids & Training
Total HEALTH & SAFETY INSTITUTE:					2,571.40	
HENRY SCHEIN						
794	HENRY SCHEIN	16986186	CASE XL GLOVES	02/14/2022	166.90	100-30-64070 Work Supplies
Total HENRY SCHEIN:					166.90	
HILLER FORD						
9211	HILLER FORD	480250	#205 SPARK PLUG/GASKETS/T	02/11/2022	774.81	100-30-63300 Vehicle Repairs & Maintenance
9211	HILLER FORD	480569	#206 SPARK PLUGS/GASKETS	02/16/2022	890.36	100-30-63300 Vehicle Repairs & Maintenance
9211	HILLER FORD	480628	#206 ALIGNMENT	02/17/2022	131.83	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:					1,797.00	
HOME PATH FINANCIAL						
9160	HOME PATH FINANCIAL	RECEIPT# 500	ROP BOND REFUND - 6319 MID	03/01/2022	500.00	100-23161-000 Road Opening Bonds
Total HOME PATH FINANCIAL:					500.00	
KASDORF, LEWIS & SWIETLIK, S.C.						
9039	KASDORF, LEWIS & SWIETLIK,	549185	CLAIM NO. PROJ 00124661 HER	02/15/2022	275.00	100-90-61000 Professional Services
Total KASDORF, LEWIS & SWIETLIK, S.C.:					275.00	
KNAPP MFG., INC.						
9213	KNAPP MFG., INC.	RECEIPT# 600	ROP BOND REFUND - 5102 DO	03/01/2022	500.00	100-23161-000 Road Opening Bonds
Total KNAPP MFG., INC.:					500.00	
KORTENDICK HARDWARE						
1096	KORTENDICK HARDWARE	148143	PAINT -PICNIC TABLES	02/08/2022	37.79	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	148388	TRASH BAGS	02/21/2022	15.29	221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	148408	FROSTED BULB FOR ST. 12	02/23/2022	2.69	100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	148426	CORR. PIPE, ADAPTER DOWNS	02/22/2022	103.44	100-43-64070 Work Supplies
1096	KORTENDICK HARDWARE	148504	PART FOR E-32	03/02/2022	7.18	100-35-63300 Vehicle Repairs & Maintenance
Total KORTENDICK HARDWARE:					166.39	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
LEMBERG ELECTRIC						
1156	LEMBERG ELECTRIC	167422	REPLACE DRIVERS - LIGHT FIX	09/30/2021	1,296.13	100-43-64240 Building Repairs & Maintenance
Total LEMBERG ELECTRIC:					1,296.13	
MARTIN FORD, INC.						
1234	MARTIN FORD, INC.	128691	#206 SHOCKS/BRAKES	02/18/2022	1,370.78	100-30-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					1,370.78	
MENARDS RACINE						
1281	MENARDS RACINE	37478	(10) 2X10'S FOR WORK AT CRA	02/09/2022	169.90	221-00-64240 Building Repairs & Maintenance
1281	MENARDS RACINE	38162	SANDING DISKS & BOARDS (PI	02/21/2022	166.55	221-00-64070 Work Supplies
1281	MENARDS RACINE	38306	SHOP VAC FOR 12'S	02/25/2022	119.99	100-35-64110 Small Equipment
1281	MENARDS RACINE	38306	STATION SUPPLIES FOR WATE	02/25/2022	35.94	100-35-64240 Building Repairs & Maintenance
Total MENARDS RACINE:					492.38	
NASSCO, INC.						
1371	NASSCO, INC.	6119810	PAPER TOWEL & URINAL SCRE	02/08/2022	196.93	100-43-64100 Janitorial Supplies
1371	NASSCO, INC.	6122389	SERVICE,PARTS,LABOR CLEAN	02/15/2022	669.12	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:					866.05	
NATIONAL GOVERNMENT SERVICES						
1376	NATIONAL GOVERNMENT SER	21-1602 09242	EMS REFUND 21-1602 JACK MA	02/17/2022	381.76	100-00-46230 Ambulance/EMS Fees
Total NATIONAL GOVERNMENT SERVICES:					381.76	
PAUL CONWAY SHIELDS						
1466	PAUL CONWAY SHIELDS	0482118	TURN OUT GEAR FOR WARGO	10/19/2021	2,257.30	100-35-64070 Work Supplies
1466	PAUL CONWAY SHIELDS	0483299	BOOTS FOR LEPAK	02/24/2022	440.00	100-35-64070 Work Supplies
Total PAUL CONWAY SHIELDS:					2,697.30	
POMPS TIRE SERVICE						
1517	POMPS TIRE SERVICE	60266941	4 NEW TIRES #55	02/17/2022	4,642.14	100-41-63300 Vehicle Repairs & Maintenance
Total POMPS TIRE SERVICE:					4,642.14	
RACINE COUNTY						
1548	RACINE COUNTY	2021 PARKRE	2022 RESERVATIONS MADE IN	12/31/2021	5,630.00	222-23150-000 Park Rental Clean-up Deposit

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total RACINE COUNTY:					5,630.00	
RACINE COUNTY AGRICULTURAL SOCIETY						
1550	RACINE COUNTY AGRICULTUR	2022RCF	2022 DIAMOND SPONSORSHIP	02/17/2022	2,500.00	100-90-64160 Special Programs/Events
Total RACINE COUNTY AGRICULTURAL SOCIETY:					2,500.00	
RACINE COUNTY TREASURER						
1561	RACINE COUNTY TREASURER	022022	FEBRUARY 2022 COURT FINES	02/28/2022	2,880.99	100-00-45110 Muni Court Fines
Total RACINE COUNTY TREASURER:					2,880.99	
RACINE COUNTY VISITORS BUREAU						
1573	RACINE COUNTY VISITORS BU	12312021 ADD	DECEMBER 2021 ROOM TAX (A	12/31/2021	547.45	100-00-41210 Room Taxes
Total RACINE COUNTY VISITORS BUREAU:					547.45	
RAY O'HERRON						
9176	RAY O'HERRON	2175129	AMMUNITION	02/17/2022	189.00	100-30-64070 Work Supplies
9176	RAY O'HERRON	2177638	AMMUNITION	03/01/2022	1,094.00	100-30-64070 Work Supplies
Total RAY O'HERRON:					1,283.00	
RDS TRUCK SERVICE INC.						
1603	RDS TRUCK SERVICE INC.	00051617	BRAKE CLEVIS	02/15/2022	389.16	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00051628	EXAUST PIPE AND STRAP	02/16/2022	270.50	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00051634	MUFFLER CLAMP	02/18/2022	29.53	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00051637	2 BRAKE CHAMBERS #44	02/18/2022	157.40	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00051665	PIGGY BACK BRAKE CHAMBER	02/24/2022	222.58	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:					1,069.17	
REESMANS EXCAVATING & GRADING						
1610	REESMANS EXCAVATING & GR	RECEIPT# 100	ROP BOND REFUND- 5102 BRIA	02/28/2022	500.00	100-23161-000 Road Opening Bonds
Total REESMANS EXCAVATING & GRADING:					500.00	
RJ UNDERGROUND INC						
1650	RJ UNDERGROUND INC	RECEIPT# 100	ROP BOND REFUND - 5133 BIR	03/01/2022	500.00	100-23161-000 Road Opening Bonds
Total RJ UNDERGROUND INC:					500.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
RONDEE MIKOLAJCZAK						
1712	RONDEE MIKOLAJCZAK	21-1808 08092	EMS REFUND CALL#21-1808 R	02/17/2022	28.00	100-00-46230 Ambulance/EMS Fees
Total RONDEE MIKOLAJCZAK:					28.00	
ROYAL CAR CARE INC.						
1708	ROYAL CAR CARE INC.	1312022	JAN 2022 CAR WASH & OIL CHA	01/31/2022	76.90	100-43-63300 Vehicle Repairs & Maintenance
1708	ROYAL CAR CARE INC.	240 022422	JANUARY CAR WASHES	02/24/2022	66.00	100-30-62100 Contracted Services
Total ROYAL CAR CARE INC.:					142.90	
SME SEASONAL SERVICES LLC						
1813	SME SEASONAL SERVICES LL	6248	PLOW & SALT SERVICES (2/10/	02/13/2022	720.00	100-43-62100 Contracted Services
Total SME SEASONAL SERVICES LLC:					720.00	
SPECTRUM ENTERPRISE						
1832	SPECTRUM ENTERPRISE	071664501020	2/01/2022 TELEPHONE AND INT	02/01/2022	622.68	100-43-64150 Communication Services
Total SPECTRUM ENTERPRISE:					622.68	
STATE OF WISCONSIN						
1861	STATE OF WISCONSIN	022022	FEBRUARY 2022 COURT FINES	02/28/2022	8,613.97	100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:					8,613.97	
STREICHERS						
1895	STREICHERS	I1553555	OFC. KERR HOLSTER	02/23/2022	139.99	100-30-50280 Clothing Allowance
Total STREICHERS:					139.99	
TAX REFUND VENDOR						
8997	TAX REFUND VENDOR	042214034000	PROPERTY TAX REFUND 2021	01/21/2022	4,574.39	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042228033000	PROPERTY TAX REFUND 2021	01/31/2022	31.86	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042233313087	PROPERTY TAX REFUND 2021	12/31/2021	6,561.05	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042233313212	PROPERTY TAX REFUND 2021	01/31/2022	413.78	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042235119000	PROPERTY TAX REFUND 2021	01/31/2022	396.85	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042318005420	PROPERTY TAX REFUND 2021	01/31/2022	302.73	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042321509000	PROPERTY TAX REFUND 2021	01/31/2022	193.34	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042329234203	PROPERTY TAX REFUND 2021	01/31/2022	96.93	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042330188000	PROPERTY TAX REFUND 2021	01/31/2022	149.52	290-12100-000 Taxes Receivable
8997	TAX REFUND VENDOR	042331079000	PROPERTY TAX REFUND 2021	01/31/2021	1,200.00	290-12100-000 Taxes Receivable

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total TAX REFUND VENDOR:					13,920.45	
TITAN PUBLIC SAFETY SOLUTIONS, LLC						
1982	TITAN PUBLIC SAFETY SOLUTI	5275	2022 TIPSS	01/01/2022	7,316.00	100-32-64070 Work Supplies
Total TITAN PUBLIC SAFETY SOLUTIONS, LLC:					7,316.00	
UHC COMMUNITY & STATE T-19						
9006	UHC COMMUNITY & STATE T-19	21-1815 10232	EMS CALL NUMBER 21-1815 RE	02/17/2022	142.88	100-00-46230 Ambulance/EMS Fees
Total UHC COMMUNITY & STATE T-19:					142.88	
UL LLC						
3000	UL LLC	72020390676	ANNUAL AERIAL INSPECTION Q	02/25/2022	1,545.00	100-35-63300 Vehicle Repairs & Maintenance
Total UL LLC:					1,545.00	
VASSH EXCAVATING & GRADING INC.						
2067	VASSH EXCAVATING & GRADIN	RECEIPT# 100	ROP BOND REFUND -1016 ROB	03/01/2022	500.00	100-23161-000 Road Opening Bonds
Total VASSH EXCAVATING & GRADING INC.:					500.00	
VILLAGE OF MT. PLEASANT						
2082	VILLAGE OF MT. PLEASANT	41031	2021 FIRE STATION 10 CAPITAL	02/07/2022	4,424.50	400-35-65020 Building Improvements
2082	VILLAGE OF MT. PLEASANT	41054	STATION 10 BILLING FOR 4TH	02/18/2022	681.57	100-35-64100 Janitorial Supplies
2082	VILLAGE OF MT. PLEASANT	41054	STATION 10 BILLING FOR 4TH	02/18/2022	4,784.34	100-35-64240 Building Repairs & Maintenance
2082	VILLAGE OF MT. PLEASANT	41054	STATION 10 BILLING FOR 4TH	02/18/2022	244.00	100-35-64110 Small Equipment
2082	VILLAGE OF MT. PLEASANT	41054	STATION 10 BILLING FOR 4TH	02/18/2022	1,918.39	100-35-64140 Utilities
Total VILLAGE OF MT. PLEASANT:					12,052.80	
VON BRIESEN & ROPER SC						
2091	VON BRIESEN & ROPER SC	383596	LABOR AND PERSONNEL LEGA	02/23/2022	3,938.00	100-90-61100 Legal Fees
Total VON BRIESEN & ROPER SC:					3,938.00	
WAUKESHA COUNTY TECHNICAL COLLEGE						
2106	WAUKESHA COUNTY TECHNIC	S0764731	OFC SCHENK PROF DEV SEMI	02/24/2022	350.00	100-30-51300 Education/Training/Conferences
Total WAUKESHA COUNTY TECHNICAL COLLEGE:					350.00	
WEST ALLIS BLUEPRINT						
2127	WEST ALLIS BLUEPRINT	159806	CANON COPIER CONTRACT &	02/16/2022	101.93	100-43-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total WEST ALLIS BLUEPRINT:					101.93	
WISCONSIN SUPREME COURT						
2187	WISCONSIN SUPREME COURT	680-0538	2022-2023 JUDICIAL EDUCATIO	02/16/2022	700.00	100-32-51300 Education/Training/Conferences
Total WISCONSIN SUPREME COURT:					700.00	
Grand Totals:					208,067.60	

RESOLUTION NO. 2022-17

**A RESOLUTION ADOPTING THE CALEDONIA 2022 REVISED SALARY
COMPENSATION SCHEDULE ELIMINATING ADMINISTRATIVE ASSISTANT
BUILDING & ENGINEERING AND CREATING PUBLIC SERVICES
ADMINISTRATIVE COORDINATOR**

WHEREAS, the Caledonia Village Board of Trustees previously adopted Resolution 2021-45, Caledonia's Revised 2021 Salary Compensation Schedule; and

WHEREAS, the Personnel Committee of the Caledonia Village Board has recommended the elimination of the position of Administrative Assistant Building & Engineering, Salary Grade 3; and

WHEREAS, the Personnel Committee of the Caledonia Village Board has recommended the creation of the position of Public Services Administrative Coordinator, Salary Grade 7; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that Caledonia's Salary Compensation Schedule dated March 7, 2022, as set forth in **Exhibit A** which is attached hereto and incorporated herein is approved and adopted.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of March 2022.

VILLAGE OF CALEDONIA

By: _____
Lee Wishau, Acting Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

2022 Salary Compensation Schedule

Grade	Minimum	Mid-Point	Max	Positions
1	32,585.31	37,473.11	42,360.90	
2	34,214.58	39,346.77	44,478.95	Admin. Receptionist
3	35,925.31	41,314.11	46,702.90	Admin. Asst. Fire Department Accounting Payroll/Benefits Clerk Police Support Records Clerk
4	37,721.57	43,379.81	49,038.04	Assistant Municipal Court Clerk Parks Supervisor Utility District Operator Apprentice
5	39,607.65	45,548.80	51,489.95	Deputy Clerk
6	41,588.04	47,826.25	54,064.45	Accounting Clerk Utility District Clerk
7	43,667.44	50,217.56	56,767.67	Finance Technician Municipal Court Clerk Police Technician Public Services Admin. Coordinator
8	45,850.81	52,728.43	59,606.05	
9	48,143.35	55,364.85	62,586.36	Planning & Zoning Technician
10	50,550.52	58,133.10	65,715.68	
11	53,078.04	61,039.75	69,001.45	Parks Manager Utility District Operators
12	55,731.94	64,091.73	72,451.52	
13	58,518.54	67,296.32	76,074.10	Engineering Techs Utility Technician/GIS Specialist
14	61,444.47	70,661.14	79,877.81	Building Inspector
15	64,516.69	74,194.19	83,871.70	Highway Lead Senior Utility Field Operator Village Clerk
16	67,742.52	77,903.90	88,065.28	Senior Building Inspector Utility District Integrator Utility Accountant
17	71,129.66	81,799.11	92,468.56	
18	74,686.13	85,889.05	97,091.97	Highway Operations Supervisor Utility Operations Supervisor Human Resources Manager Engineer
19	78,420.44	90,183.51	101,946.57	
20	82,341.47	94,692.69	107,043.91	Development Director Village Engineer Utility Director
21	86,458.54	99,427.32	112,396.10	Finance Director
22	90,781.47	104,398.69	118,015.91	Fire Chief Police Chief Director of Public Services
23	95,320.54	109,618.62	123,916.70	
24	100,086.57	115,099.56	130,112.54	Village Administrator

RESOLUTION NO. 2022-18

**A RESOLUTION ADOPTING THE CALEDONIA 2022 REVISED SALARY
COMPENSATION SCHEDULE ELIMINATING ENGINEERING TECHNICIAN/CODE
ENFORCEMENT AND CREATING PLANNING & ZONING TECHNICIAN**

WHEREAS, the Caledonia Village Board of Trustees previously adopted Resolution 2021-45, Caledonia's Revised 2021 Salary Compensation Schedule; and

WHEREAS, the Personnel Committee of the Caledonia Village Board has recommended the elimination of the position of Engineering Technician/Code Enforcement, Salary Grade 13; and

WHEREAS, the Personnel Committee of the Caledonia Village Board has recommended the creation of the position of Planning & Zoning Technician, Salary Grade 9; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that Caledonia's Salary Compensation Schedule dated March 22, 2022, as set forth in **Exhibit A** which is attached hereto and incorporated herein is approved and adopted.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of March 2022.

VILLAGE OF CALEDONIA

By: _____
Lee Wishau, Acting Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Village of Caledonia
Planning & Zoning Technician
Job Description

Position Title:	Planning & Zoning Technician
Reports to:	Development Director
Employment Category:	Full time, non-exempt
Department:	Planning & Development
Pay Grade:	9

Job Summary:

Reporting to the Development Director, the Planning Technician is responsible for general office administrative assistance to further the efforts of the Community Development Department, including the in-take process and the review of permits. The Planning Technician is a main point of contact for zoning and development questions and provides customer service for residents and other Village staff. The Planning Technician also actively assists with zoning compliance and enforcement by providing inspections, responding to complaints and documenting code violations.

Essential Duties & Responsibilities:

The following are the fundamental job duties and responsibilities. These are not to be construed as exclusive or all-inclusive; other duties may be required and assigned, as the management deems necessary.

- Serve as initial public contact for the Community Development Department by phone and at the counter.
- Provide information to homeowners, builders, engineers, developers, architects and the public on development standards, zoning, and land use regulations.
- Receive, accept for filing and process a variety of planning and land use permit applications and reviews permits to ensure compliance with Village requirements and for completeness of application and pertinent information.
- Review zoning permits and zoning documents.
- Respond to local citizens inquiring about Village planning and zoning regulations and ordinances.
- Assist with managing and maintaining Village of Caledonia Planning & Zoning Department Records.
- Lead efforts in digitizing department records and processes.
- Respond to zoning requests from the public for rezoning, building, set back requirements, ordinance conformance and other items.
- Assist with Planning and Zoning projects.
- Prepare memos, code enforcement letters, zoning verification letters and some narrative staff reports.
- Serve as liaison to the Community Development Authority.
- Conducts research and compiles data and information for Planning & Zoning Department.

- Prepare and send out public notices when needed.
- Assist with Plan Commission and Board of Zoning Appeals packets as needed
- Attend and take minutes at Plan Commission and Board of Zoning Appeals meetings.
- Conduct inspections of properties for violations of zoning ordinances and Plan Commission and Village Board approvals and issues "stop-work" orders and/or recommends issuance of citations.
- Perform related work as required.

REQUIRED QUALIFICATIONS, KNOWLEDGE, SKILLS & ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

- Associate Degree in Urban Planning or a related field preferred or any equivalent combination of experience and training that would provide administrative skills.
- Experience in municipal planning.

Language Skills

- Ability to relate to and communicate effectively with others.
- Ability to establish good working relationships with all levels of staff and citizenry.
- Ability to effectively communicate both verbally and in writing. Well-developed communication skills to gain the trust and cooperation of others when it may be difficult to achieve, and ability to communicate technical concepts and abstract ideas.
- Ability to gather, analyze, interpret, and present data in clear and concise reports and make recommendations.
- Ability to communicate and understand English speaking skills.

Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.
- Ability to interpret basic statistical reports and explain to others.

Reasoning Ability

- Must possess leadership skills and initiative to work independent of direct supervision.
- Ability to use logic and reasoning to identify problems and make sound decisions, including situations where only limited information is available, while conducting research, analyzing complex issues, and formulating recommendations.
- Ability to review plans and apply provisions of the ordinances and codes to determine

- compliance with such regulations and to apply regulations to field conditions.
- Ability to accept professional guidance, assignments, and correction as needed.

Other Qualifications

- Thorough working knowledge of Microsoft Office software and their applications.
- Knowledge of planning principles and practices, including zoning and other pertinent specialties
- Knowledge of principles and practices of research and data collection.
- Understanding of federal rules, Wisconsin state statutes, and Village ordinances and regulations related to planning and zoning.
- Ability to maintain confidentiality and professionalism.
- Ability to organize and prioritize a large number of projects at one time.
- Ability to work independently and in a team environment.
- Ability to communicate well in difficult situations.
- Valid Wisconsin Driver's License.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.
- Specific vision abilities required by this job include close vision, ability to adjust focus, and the ability to sustain prolonged visual concentration.
- Ability to coordinate eyes, hands, feet and limbs in performing slightly skilled movements such as typing and to operate various pieces of office equipment.
- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, shapes and textures associated with job-related objects, materials and tasks.
- The employee must exert light physical effort in sedentary to light work in an office environment.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is moderate. Work is typically performed in an office. Work will occur in the field for inspections in a variety of weather conditions.
- Office hours are 8am-5pm Monday-Friday with monthly evening meetings.
- Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use, irate individuals and intimidation may cause discomfort and poses limited risk of injury.

Selection Guidelines, Reasonable Accommodations, and Receipt:

This job description has been prepared to assist in properly evaluating various classes of responsibilities, skills, working conditions, etc., present in the classification. It is intended to indicate the kinds of tasks and characteristic levels of work difficulty that will be required of positions that will be given this title. It is not intended as a complete list of specific duties and responsibilities. Nor is it intended to limit, or in any way modify the right of any supervisor to assign, direct and control the work of employees under supervision. The use of a particular expression of illustration describing duties shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village of Caledonia may conduct a background investigation of a candidate for employment and periodically during the employee's employment. An applicant or employee is required to cooperate with the Village's background investigation.

The Village is an Equal Opportunity Employer. In compliance with state and federal law, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicant Signature

Date

Location	Position Title	Min	Max
City of La Crosse	Planning & Development Assistant	\$ 37,356.00	
Outgamie County	Planning & Zoning Assistant	\$ 51,732.00	\$ 70,476.00
City of Onalaska	Planning Associate	\$ 57,300.00	
City of Kenosha	Planning Technician	\$ 42,600.00	\$ 53,256.00
City of Kenosa	Planning Technician	\$ 49,668.00	\$ 63,840.00
Madison	Planning Technician	\$ 59,700.00	\$ 68,148.00
Outgamie County	Zoning Administrative Assistant	\$ 41,724.00	\$ 53,700.00
Polk County	Admin Assistant/Zoning Specialist	\$ 39,108.00	\$ 45,900.00
Douglas County	Administrative Services Supervisor	\$ 43,452.00	\$ 49,644.00
Douglas County	Office Associate III Land Services/	\$ 32,724.00	\$ 37,404.00
City of Onalaska	Code Enforcement Technician	\$ 46,008.00	\$ 62,244.00
City of La Crosse	Code Enforcement Technician	\$ 34,908.00	
City of Menasha	Code Enforcement Specialist	\$ 44,136.00	\$ 55,284.00
City of Racine	Code Enforcement Inspector	\$ 54,144.00	\$ 57,204.00
	Average	\$ 45,325.71	\$ 56,100.00
	Median	\$ 43,794.00	\$ 55,284.00
Non Wisconsin Locations			
Fayetteville	Code Enforcement Administrator/	\$ 42,720.00	\$ 65,652.00
St Cloud	Planning & Zoning Technician	\$ 36,348.00	\$ 55,896.00
Marco Island, FL	Planning & Zoning Technician	\$ 44,004.00	\$ 66,000.00
Naples, FL	Planning & Zoning Technician	\$ 44,184.00	\$ 73,356.00
Portsmouth	Planning & Zoning Technician	\$ 41,208.00	\$ 60,636.00
Sunny Isles Beach	Planning & Zoning Technician	\$ 46,008.00	\$ 75,456.00
Asheville	Planning & Zoning Technician	\$ 28,284.00	\$ 46,680.00
Prattville	Planning & Zoning Technician	\$ 37,056.00	\$ 56,388.00
Clermont	Planning & Zoning Technician	\$ 27,372.00	\$ 43,560.00
	Average	\$ 38,576.00	\$ 60,402.67
	Median	\$ 41,208.00	\$ 60,636.00
Akron	Zoning Technician	\$ 44,724.00	\$ 59,988.00
Boca Raton	Zoning Technician	\$ 52,332.00	\$ 87,108.00
Clermont	Zoning Technician	\$ 28,728.00	\$ 45,720.00
Fairfax	Zoning Technician	\$ 46,560.00	\$ 53,496.00
Fremont	Zoning Technician	\$ 55,728.00	\$ 67,740.00
Gainesville	Zoning Technician	\$ 30,816.00	\$ 41,784.00
Greenacres	Zoning Technician	\$ 34,224.00	\$ 51,840.00
Harrisonburg	Zoning Technician	\$ 38,004.00	\$ 63,900.00
North Myrtle Beach	Zoning Technician	\$ 45,348.00	
Sunrise	Zoning Technician	\$ 61,680.00	\$ 85,020.00
	Average	\$ 43,814.40	\$ 61,844.00
	Median	\$ 45,036.00	\$ 59,988.00
Options			
8	45,850.81	52,728.43	59,606.05
9	48,143.35	55,364.85	62,586.36
10	50,550.52	58,133.10	65,715.68

RESOLUTION NO. 2022-19

RESOLUTION APPOINTING VILLAGE FINANCE DIRECTOR WAYNE KRUEGER

WHEREAS, the Personnel Committee of the Caledonia Village Board has met and unanimously recommends the appointment of Wayne Krueger to the position of Finance Director effective March 30, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that Wayne Krueger be appointed Finance Director effective March 30, 2022; and

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of March, 2022.

VILLAGE OF CALEDONIA

By: _____
Lee Wishau,
Acting Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2022-20

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPOINT A VILLAGE TREASURER**

WHEREAS, the position of Treasurer has been filled by Village Administrator Kathy Kasper; and

WHEREAS, Wayne Krueger will be the Finance Director for the Village of Caledonia effective March 30, 2022; and

WHEREAS, The Village Treasurer shall be appointed by a majority vote of the Village Board for an indefinite term, serving at the pleasure of the Village Board pursuant to Sec. 17.13(1), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that the Caledonia Village Board designates and appoints Wayne Krueger as the Treasurer of the Village of Caledonia for an indefinite term effective March 30, 2022;

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of March 2022.

VILLAGE OF CALEDONIA

By: _____
Lee Wishau
Acting Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2022-21
(3/7/2022)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD
A CONTRACT FOR THE HOODS CREEK ATTENUATION BASIN
EXPANSION PROJECT**

WHEREAS, the Caledonia Utility District has designed the Hoods Creek Attenuation Basin Expansion Project to provide additional sanitary sewer wet weather storage capacity in the Riverbend sewershed and improve the sanitary sewer system in the Village of Caledonia.

WHEREAS, the Caledonia Utility District has directed that Plans & Specifications be prepared for the Hoods Creek Attenuation Basin Expansion Project.

WHEREAS, the Caledonia Utility District has advertised to receive sealed bids for the Hoods Creek Attenuation Basin Expansion Project and 3 sealed bids were received on February 23, 2022.

WHEREAS, the Caledonia Utility District, held a Public/Electronic Bid Opening at the Utility District Office and read the 3 sealed bids.

WHEREAS, the lowest responsible bidder for the project was Miron Construction Company Inc. 1400 N. Water Street Suite 200 Milwaukee WI, 53202 in the amount of \$10,209,403.20.

WHEREAS, the Public Services Director and the Caledonia Utility District's consulting engineer, Foth Infrastructure & Environment LLC., recommended awarding of the contract for the Hoods Creek Attenuation Basin Expansion Project to the lowest responsible bidder Miron Construction Company Inc. in the amount of \$10,209,403.20.

NOW, THEREFORE, BE IT RESOLVED that the contract for the Project be, and hereby is, awarded to the lowest responsible bidder, Miron Construction Company Inc. in the amount of \$10,209,403.20 and that the Public Services Director, Village President, and Village Clerk are authorized to execute any documents necessary to carry out the intent of this Resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of March 2022.

VILLAGE OF CALEDONIA


By: _____
Lee Wishau, Acting Village President

Attest: _____
Joslyn M. Hoeffert, Village Clerk

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,

A handwritten signature in black ink that reads "Genevieve Schnell".

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.		Staab Construction Corporation		C.D. Smith Construction	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
LUMP SUM							\$0.00		\$9,876,132.00		\$9,894,325.00		\$10,591,013.00
GENERAL ITEMS	1		1 Attenuation Basin Construction - Electrical, Plumbing	LS	1			\$9,876,132.00	\$9,876,132.00	\$9,894,325.00		\$10,591,013.00	\$10,591,013.00
	2		2 Traffic Control	LS	1		\$0.00		\$313,271.20		\$922,675.00		\$838,900.00
	3		3 Type A Inlet Protection	EA	2			\$3,749.55	\$3,749.55	\$15,000.00		\$15,000.00	\$4,000.00
	4		4 Silt Fence	LF	10350			\$131.25	\$262.50	\$150.00		\$300.00	\$125.00
	5		5 Stripping, Stockpiling and Respreading Topsoil	LS	1			\$1.66	\$17,181.00	\$1.80		\$18,630.00	\$2.00
	6		6 Trackout Control Pad	EA	1			\$49,715.93	\$49,715.93	\$182,000.00		\$182,000.00	\$70,000.00
	7		7 Seed and Fertilizer - Permanent	SY	84000			\$3,513.83	\$3,513.83	\$8,000.00		\$8,000.00	\$2,500.00
	8		8 Seed and Fertilizer - Temporary	SY	21700			\$0.54	\$45,360.00	\$0.50		\$42,000.00	\$0.55
	9		9 Erosion Matting	SW	16500			\$0.43	\$9,331.00	\$0.40		\$8,680.00	\$0.45
	10		10 Common Excavation	LS	1			\$1.52	\$25,080.00	\$1.50		\$24,750.00	\$1.55
	11		11 Ditch Check	EA	5			\$66,840.69	\$66,840.69	\$540,000.00		\$540,000.00	\$550,000.00
	12		12 Trees, Emerald Green Arborvitae	EA	30			\$236.25	\$1,181.25	\$240.00		\$1,200.00	\$250.00
	13		13 Sawcut Pavement, Full Depth	LF	25			\$204.75	\$6,142.50	\$230.00		\$6,900.00	\$210.00
	14		14 1 1/4" Dense Graded Base (HMA Base)	TON	2640			\$14.03	\$350.75	\$24.00		\$600.00	\$5.00
	15		15 3/4" Dense Graded Base (Driveway & Shoulder Resto	TON	1650			\$18.48	\$48,787.20	\$14.00		\$36,960.00	\$21.50
	16		16 HMA Binder Course	TON	10			\$18.85	\$31,102.50	\$20.00		\$33,000.00	\$24.50
	17		17 HMA Surface Course	TON	10			\$231.00	\$2,310.00	\$230.00		\$2,300.00	\$250.00
	18		18 Bituminous Tack Coat	GAL	10			\$231.00	\$2,310.00	\$230.00		\$2,300.00	\$250.00
ALLOWANCE								\$5.25	\$52.50	\$5.50		\$55.00	\$5.00
A01	A01		Odor Control System Media Refill	LS	1	\$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		10,300,000.00	



RESOLUTION NO. 2022-22
(3/7/2022)

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
NAMING AN IMPROVED RIGHT-OF-WAY IN THE VILLAGE OF CALEDONIA TO
SMERCHEK LANE**

WHEREAS, located within the Village of Caledonia, Racine County, Wisconsin (the “Village”), a certain improved Right of Way is located South of Four Mile Road that is presently unnamed.

WHEREAS, the improved Right of Way was constructed in 2019 and was dedicated for public road use per Certified Survey Map 3302 as part of the DeBack Farms Business Park.

WHEREAS, Robert Smerchek was a charter member of the Caledonia Fire Department and one of the residents who petitioned the Town Board to obtain its first rescue squad and equipment in 1954.

WHEREAS, Robert Smerchek, while serving as Captain of the Caledonia Fire Department, was stricken with a heart attack while battling a house fire in 1973. Fellow firefighters were successful in resuscitating their brother.

WHEREAS, Captain Robert Smerchek fell into a coma as a result of the heart attack and passed away on September 1st, 1973. He was laid to rest in the Caledonia Memorial Park located on Nicholson Road near the Fire Department headquarters.

WHEREAS, it would only be fitting and proper to pay tribute to this Caledonia Fire Fighter by naming a road in his honor.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia, Racine County, Wisconsin as follows:

1. That the public road currently without a name, as set forth on Certified Survey Map 3302, attached as **Exhibit A** and as legally described on **Exhibit B**, shall henceforth be known as “Smerchek Lane” and;
2. That, henceforth, all official maps and plats of the Village, including all zoning and street maps, shall be amended to reflect this new street name; and
3. That a certified copy of this Resolution shall also be duly filed and recorded in the Office of the Racine County Register of Deeds.
4. That this Resolution shall be immediately effective upon posting and recording, as provided by law.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the family of Robert Smerchek.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of March, 2022.

VILLAGE OF CALEDONIA

By: _____
Lee Wishau, Acting Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

CERTIFIED SURVEY MAP NO. 3302

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- - Denotes Found 3/4" Iron Rebar
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- ⊕ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- /// - Denotes No Access

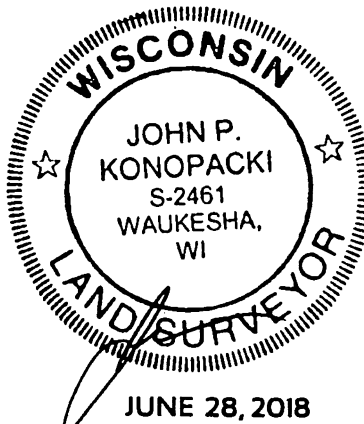
Subject Property Zoning:
M-3: Heavy Industrial District
Tax Key Number:
#104-04-22-30-015-200

- SEE SHEET 7 FOR BOUNDARY
CURVE & LINE TABLES
- SEE SHEET 9 FOR NO ACCESS
AND VISION CORNERS DETAIL

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

FOUR MILE ROAD
(VARIABLE R.O.W.)



DEBACK LANE
(66' R.O.W.)

LOT 2
6,397,456 SQ. FT.
146.8654 ACRES

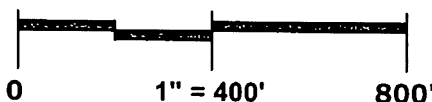
EAST FRONTAGE ROAD
(VARIABLE R.O.W.)

ADAMS ROAD

CAROL ROAD
(VARIABLE R.O.W.)

ADAMS ROAD
(VARIABLE R.O.W.)

GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

Prepared for:
WISPARK LLC
231 W. Michigan Street
Milwaukee, WI 53203

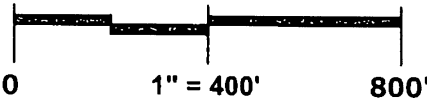
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#390.10
SHEET 1 OF 12

CERTIFIED SURVEY MAP NO. 3302

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

GRAPHICAL SCALE (FEET)



LEGEND:

- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Pipe
- Denotes Found Capped 1/2" Iron Rebar
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- Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- Denotes Found Mag Nail
- Denotes Found Chiseled Cross
- Denotes Well
- Denotes "Recorded As"
- Denotes No Access

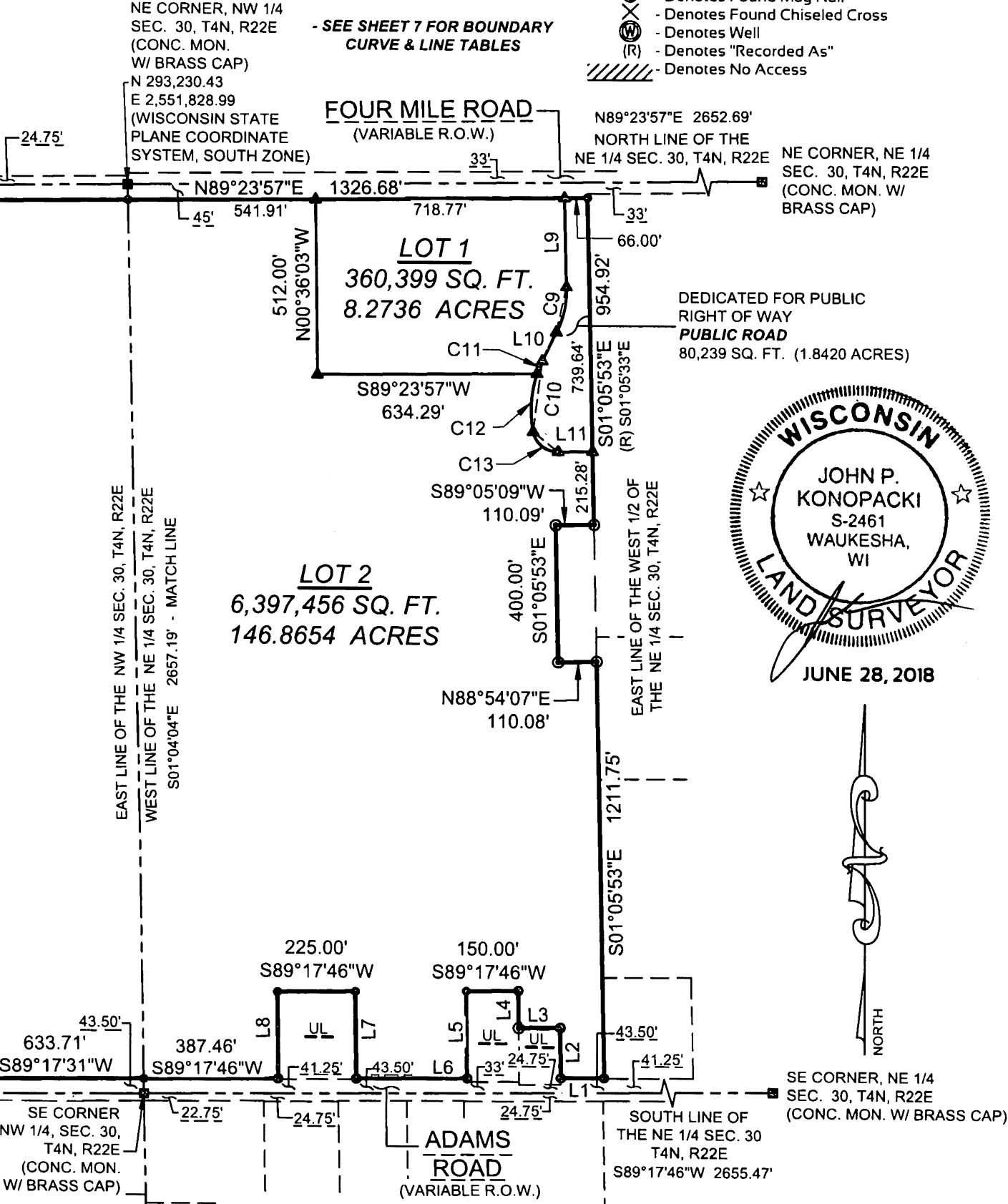
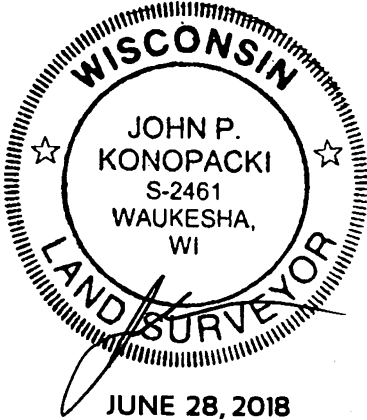
- SEE SHEET 7 FOR BOUNDARY CURVE & LINE TABLES

FOUR MILE ROAD
(VARIABLE R.O.W.)

LOT 1
360,399 SQ. FT.
8.2736 ACRES

LOT 2
6,397,456 SQ. FT.
146.8654 ACRES

DEDICATED FOR PUBLIC RIGHT OF WAY
PUBLIC ROAD
80,239 SQ. FT. (1.8420 ACRES)



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

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

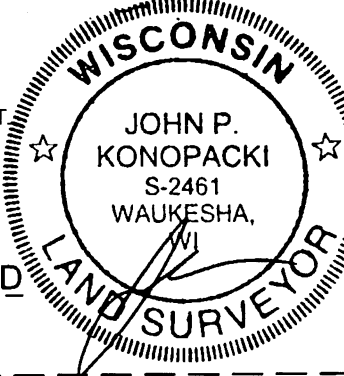
PEG JOB#390.10
SHEET 2 OF 12

CERTIFIED SURVEY MAP NO. 3302

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

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- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- - Denotes No Access



JUNE 28, 2018

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N89°16'18"E 2414.31'
NORTH LINE OF THE
NW 1/4 SEC. 30
T4N, R22E

FOUR MILE ROAD
(VARIABLE R.O.W.)

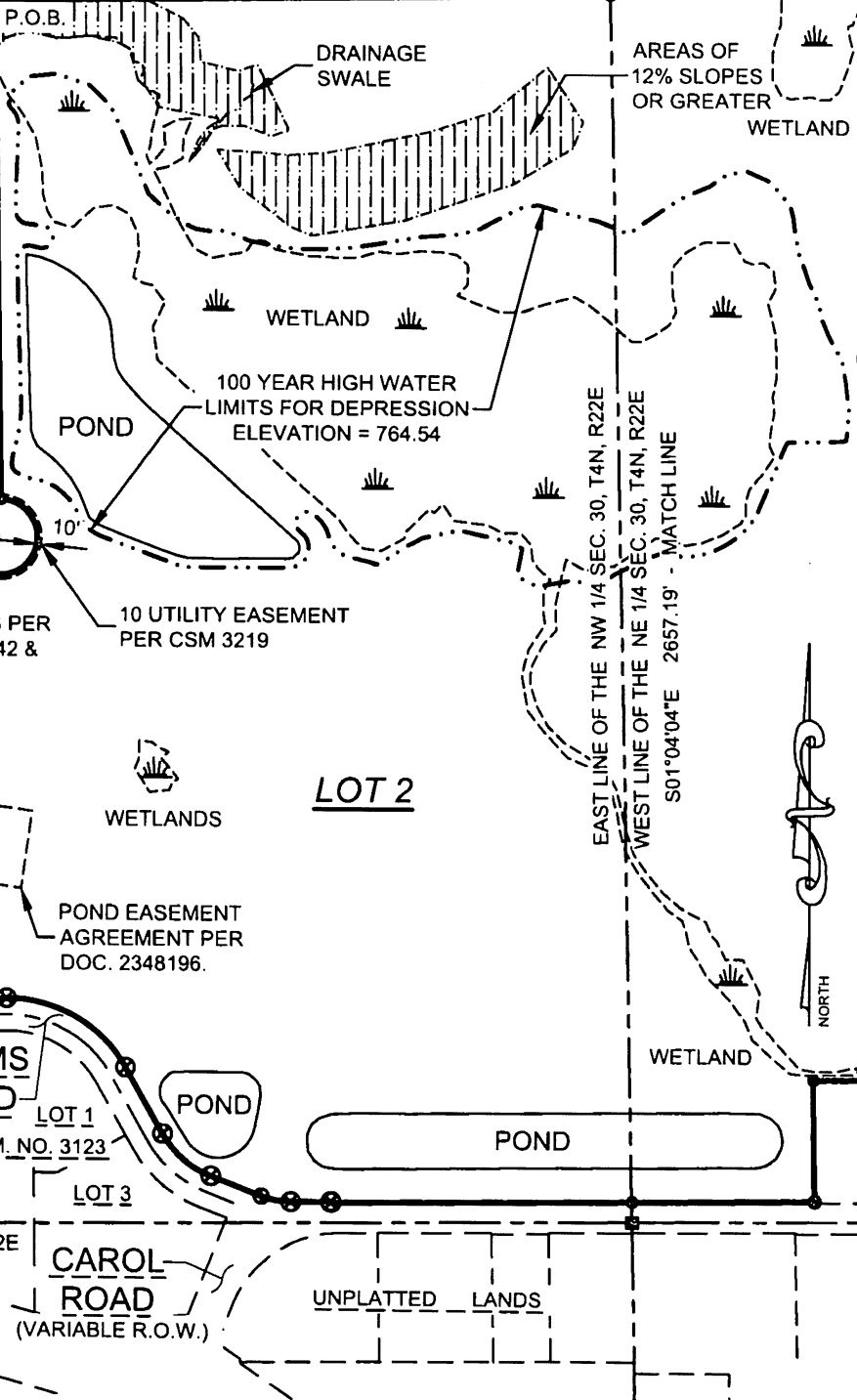
NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NOTES:

- Wetlands delineated by Wetland & Waterway Consulting, LLC. on September 24, 2015.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 5510IC0087D with an effective date of MAY 02, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.

LOT 1
C.S.M. NO. 3219

DEBACK LANE
(66' R.O.W.)



WEST LINE OF THE NW 1/4 SEC. 30, T4N, R22E
N00°37'33"W 2656.29'

EAST LINE OF THE NW 1/4 SEC. 30, T4N, R22E
WEST LINE OF THE NE 1/4 SEC. 30, T4N, R22E
S01°04'04"E 2657.19' - MATCH LINE

EAST FRONTAGE ROAD
(VARIABLE R.O.W.)

UNPLATTED LANDS

SW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ ALUMINUM CAP)

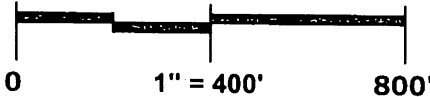
SOUTH LINE OF THE NW 1/4 SEC. 30, T4N, R22E
S89°17'31"W 2434.80'

ADAMS ROAD
LOT 1
C.S.M. NO. 3123
LOT 2 LOT 3

CAROL ROAD
(VARIABLE R.O.W.)

UNPLATTED LANDS

GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

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

PEGJOB#390.10
SHEET 3 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.
- Right of Way widths and locations are based on Certified Survey Map No. 3219.
- Bearings refer to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 30, Township 4 North, Range 22 East has a reference bearing of N89°23'57"E.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Reference Benchmark: Concrete monument with brass cap at the North corner Section 30, Town 4 North, Range 22 East, Elevation = 782.82.

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)

N 293,230.43

E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

FOUR MILE ROAD
(VARIABLE R.O.W.)

N89°23'57"E 2652.69'

NORTH LINE OF THE

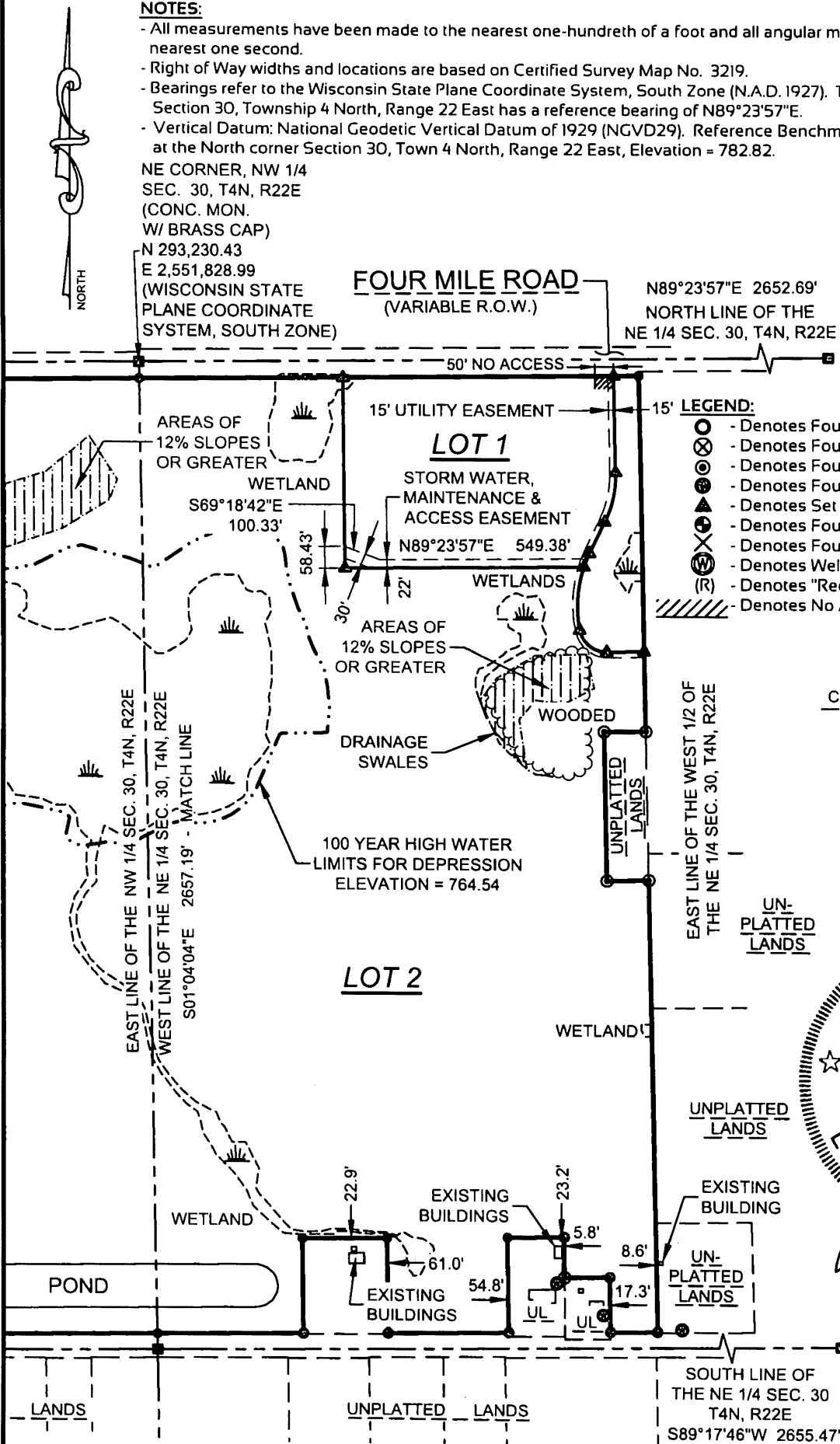
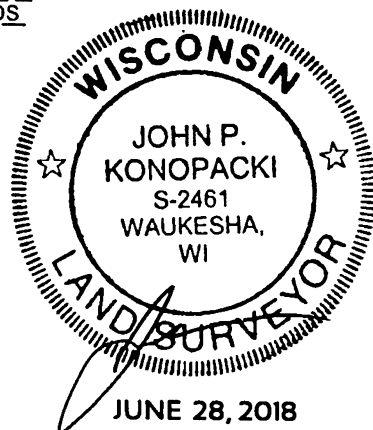
NE 1/4 SEC. 30, T4N, R22E

NE CORNER, NE 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/
BRASS CAP)

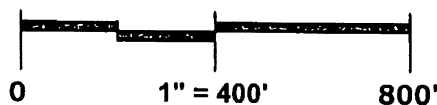
LEGEND:

- Denotes Found 1" Iron Pipe
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- Denotes Found Capped 1/2" Iron Rebar
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- Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- Denotes Found Mag Nail
- Denotes Found Chiseled Cross
- Denotes Well
- Denotes "Recorded As"
- Denotes No Access

PARCEL 1
C.S.M. NO. 1155



GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

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

PEG JOB#390.10

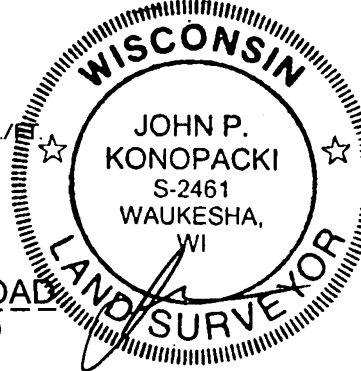
SHEET 4 OF 12

CERTIFIED SURVEY MAP NO. 3302

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

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JUNE 28, 2018

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N89°16'18"E 2414.31'
NORTH LINE OF THE
NW 1/4 SEC. 30
T4N, R22E

FOUR MILE ROAD
(VARIABLE R.O.W.)

P.O.B.

UNPLATTED
LANDS

LOT 1
C.S.M. NO. 3219

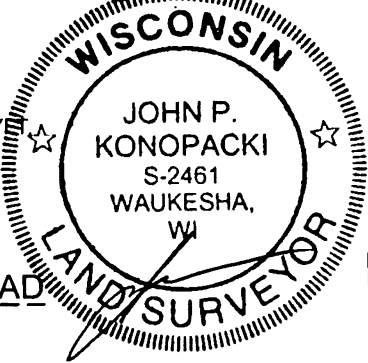
DEBACK LANE
(66' R.O.W.)

CERTIFIED SURVEY MAP NO. 3302

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- - Denotes Found 3/4" Iron Rebar
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./
- ⊕ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- Denotes No Access

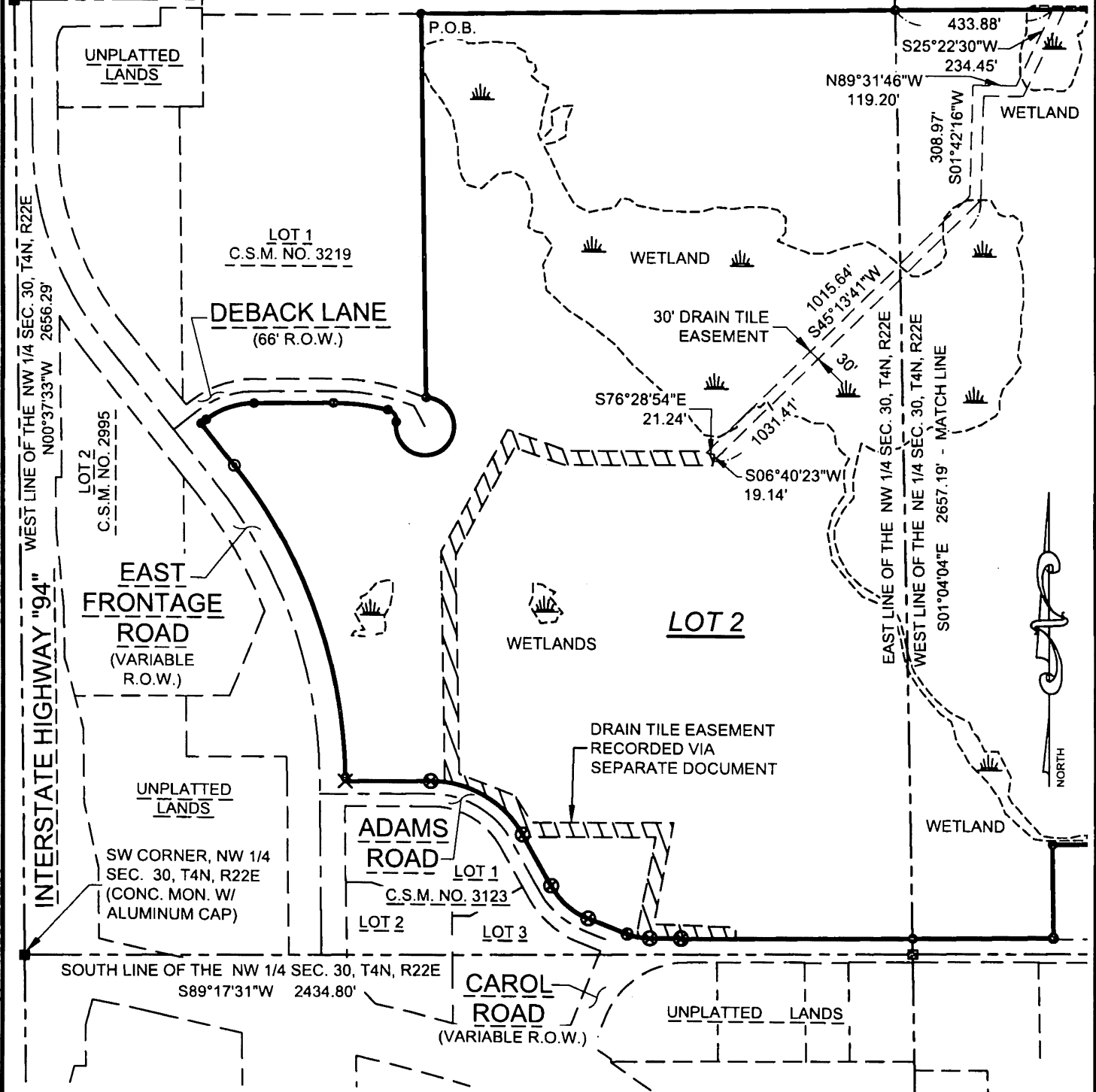


JUNE 28, 2018

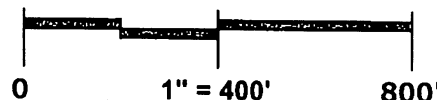
NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N89°16'18"E 2414.31'
NORTH LINE OF THE
NW 1/4 SEC. 30
T4N, R22E

FOUR MILE ROAD
(VARIABLE R.O.W.)



GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD I SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

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

PEG JOB#390.10

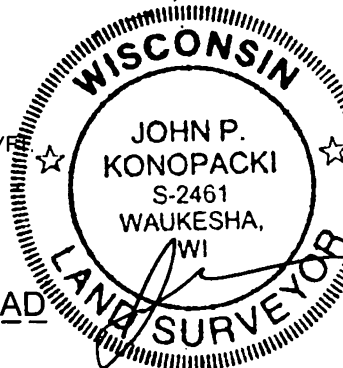
SHEET 6 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
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- ⊕ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- - Denotes No Access

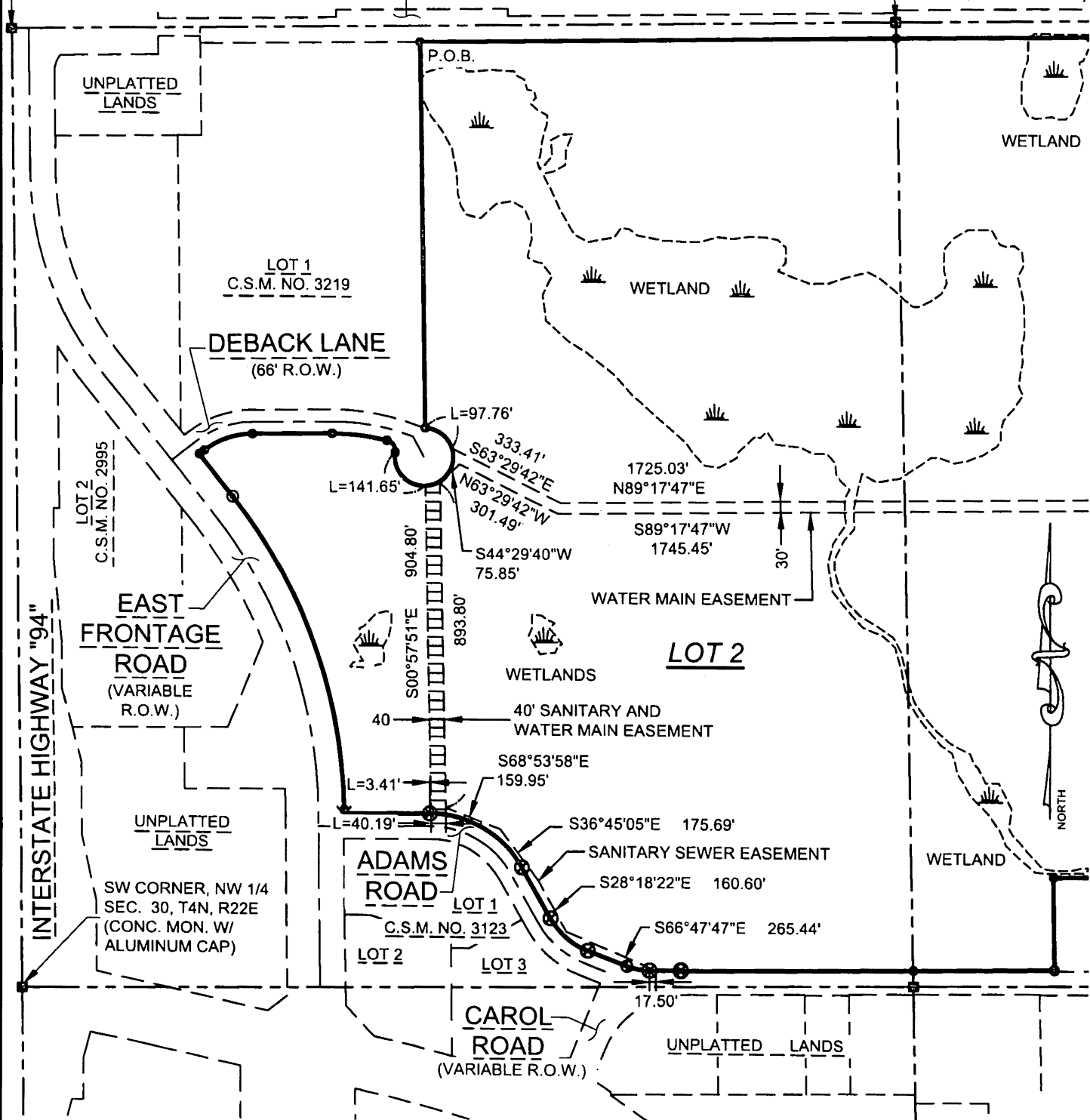


JUNE 28, 2018

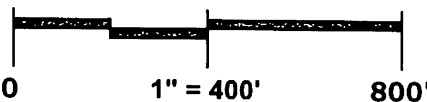
NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)

FOUR MILE ROAD
(VARIABLE R.O.W.)



GRAPHICAL SCALE (FEET)



NOTE: STORM WATER,
SANITARY SEWER AND
WATER MAIN EASEMENTS
TO BE RECORDED VIA
SEPARATE DOCUMENT

PEG JOB#390.10

SHEET 7 OF 12

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

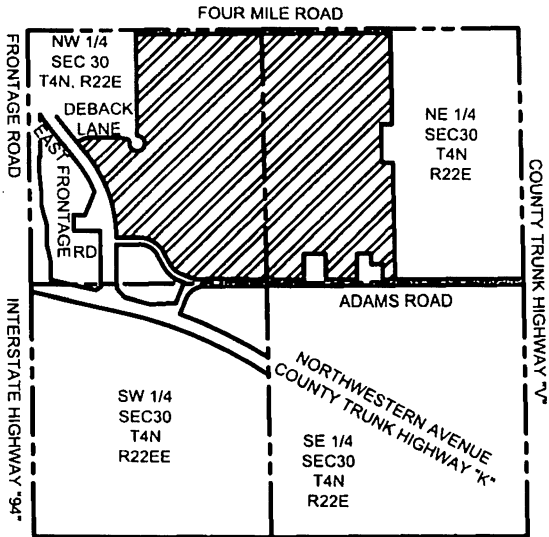
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

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

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

VICINITY MAP
SCALE 1"=2000'



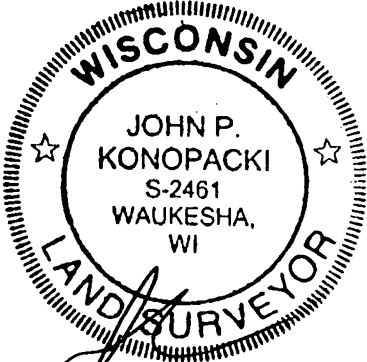
BOUNDARY LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°17'46"W	124.98'
L2	N00°42'14"W	148.00'
L3	S89°17'46"W	120.00'
L4	N00°42'14"W	108.17'
L5	S00°42'14"E	256.17'
L6	S89°17'46"W	320.00'
L7	N00°42'14"W	256.17'
L8	S00°42'14"E	256.17'
L9	S01°05'53"E	258.41'
L10	S25°30'07"W	93.65'
L11	N88°54'07"E	98.70'

BOUNDARY CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	63.37'	165.00'	022°00'21"	N79°42'15"W	62.98'	N89°17'35"E	S68°42'04"E
C2	138.16'	200.00'	039°34'47"	N48°54'41"W	135.43'	S68°42'04"E	N29°07'17"W
C3	305.84'	285.00'	061°29'06"	N59°51'50"W	291.37'	N29°07'17"W	S89°23'37"W
C4	932.12'	1420.00'	037°36'36"	N19°25'38"W	915.47'	N00°37'19"W	N38°13'56"W
C5	142.13'	217.00'	037°31'42"	N70°31'55"E	139.61'	S89°17'46"W	S51°46'04"W
C6	151.13'	567.00'	015°16'18"	S83°04'05"E	150.68'	N75°25'56"W	S89°17'46"W
C7	43.64'	30.00'	83°20'42"	S33°45'35"E	39.89'	N07°54'47"E	N75°25'56"W
C8	384.45'	80.00'	275°20'23"	N50°14'35"E	107.74'	S87°25'36"E	N07°54'47"E
C9	137.42'	296.00'	026°36'00"	S12°12'07"W	136.19'	S01°05'53"E	S25°30'07"W
C10	211.54'	333.00'	036°23'54"	S7°18'10"W	208.01'	S25°30'07"W	S10°53'47"E
C11	39.79'	333.00'	006°50'50"	S22°04'42"W	39.77'		
C12	171.75'	333.00'	029°33'04"	S3°52'45"W	169.85'		
C13	100.78'	72.00'	080°12'06"	S50°59'50"E	92.76'	S10°53'47"E	N88°54'07"E

WETLAND RESTRICTIONS

- Grading and filling are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal of topsoil or other earthen materials is prohibited.
- The removal or destruction of any vegetative cover, ie., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased or dying vegetation may be removed.
- Grazing by domesticated animals, ie., horses, cows, etc., is prohibited.
- The introduction of plant material not indigenous to the existing environment of the Wetland area is prohibited.
- Ponds may be permitted subject to the approval of the municipality and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The construction of buildings is prohibited.



JUNE 28, 2018

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

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

PEG JOB#390.10
SHEET 9 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and redivided all of Lot 2 of Certified Survey Map No. 3219, recorded in the Office of the Register of Deeds for Racine County on October 4, 2016 as Document No. 2446965, located in the in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 30; thence North 89°16'18" East along the north line of said Northwest 1/4, 515.50 feet; thence South 00°37'34" East, 45.00 feet to the south right of way line of Four Mile Road; thence North 89°16'18" East along said south right of way line, 601.64 feet to the point of beginning:

Thence continuing North 89°16'18" East along said south right of way line, 1297.20 feet; thence North 89°23'57" East along said south right of way line, 1326.68 feet to the east line of the West 1/2 of said Northeast 1/4; thence South 01°05'53" East along said east line, 954.92 feet; thence South 89°05'09" West, 110.09 feet; thence South 01°05'53" East, 400.00 feet; thence North 88°54'07" East, 110.08 feet to the aforesaid east line; thence South 01°05'53" East along said east line, 1211.75 feet to the north right of way line of Adams Road; thence South 89°17'46" West along said north right of way line, 124.98 feet; thence North 00°42'14" West, 148.00 feet; thence South 89°17'46" West, 120.00 feet; thence North 00°42'14" West, 108.17 feet; thence South 89°17'46" West, 150.00 feet; thence South 00°42'14" East, 256.17 feet to the aforesaid north right of way line; thence South 89°17'46" West along said south line, 320.00 feet; thence North 00°42'14" West, 256.17 feet; thence South 89°17'46" West, 225.00 feet; thence South 00°42'14" East, 256.17 feet to the aforesaid north right of way line; thence the following courses along said north right of way line: South 89°17'46" West, 387.46 feet; South 89°17'31" West, 633.71 feet; North 00°42'25" West, 2.00 feet; South 89°17'35" West, 85.52 feet to a point of curvature; Northwesterly 63.37 feet along the arc of said curve to the right, whose radius is 165.00 feet and whose chord bears North 79°42'15" West, 62.98 feet; North 68°42'04" West, 113.65 feet to a point of curvature; Northwesterly 138.16 feet along the arc of said curve to the right, whose radius is 200.00 feet and whose chord bears North 48°54'41" West, 135.43 feet; North 29°07'17" West, 160.67 feet to a point of curvature; Northwesterly 305.84 feet along the arc of said curve to the left, whose radius is 285.00 feet and whose chord bears North 59°51'50" West, 291.37 feet; South 89°23'37" West, 235.10 feet to the east right of way line of East Frontage Road; thence North 00°36'23" West along said east right of way line, 10.25 feet to a point of curvature; thence Northwesterly 932.12 feet along the arc of said curve to the left and said east right of way line, whose radius is 1420.00 feet and whose chord bears North 19°25'38" West, 915.47 feet; thence North 38°13'56" West along said east right of way line, 147.33 feet to south right of way line of Deback Lane; thence the following courses along the south and then north right of way line of said Deback Lane: North 51°46'04" East, 17.54 feet to a point of curvature; Northeasterly 142.13 feet along the arc of said curve to the right, whose radius is 217.00 feet and whose chord bears North 70°31'55" East, 139.61 feet to point of tangency; North 89°17'46" East, 217.75 feet to a point of curvature; Southeasterly 151.13 feet along the arc said curve to the right, whose radius is 567.00 feet and whose chord bears South 83°04'05" East, 150.68 to a point of compound curvature; Southeasterly 43.64 feet along the arc of said curve to the right, whose radius is 30.00 feet and whose chord bears South 33°45'35" East, 39.89 feet of reverse curve; Northeasterly 384.45 feet along the arc of said curve to the left, whose radius is 80.00 feet and whose chord bears North 50°14'35" East, 107.74 feet; thence North 00°42'14" West along the west line of said Certified Survey Map No. 3219, 1066.06 feet to the Point of Beginning.

Containing 6,838,094 square feet (156.9810 acres) of land, more or less.

That I have made such survey, land division and map by the direction of WISPARK, LLC, owner of said land.

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

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the same.

Date: JUNE 28, 2018




John P. Konopacki
Professional Land Surveyor S-2461

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD I SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

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

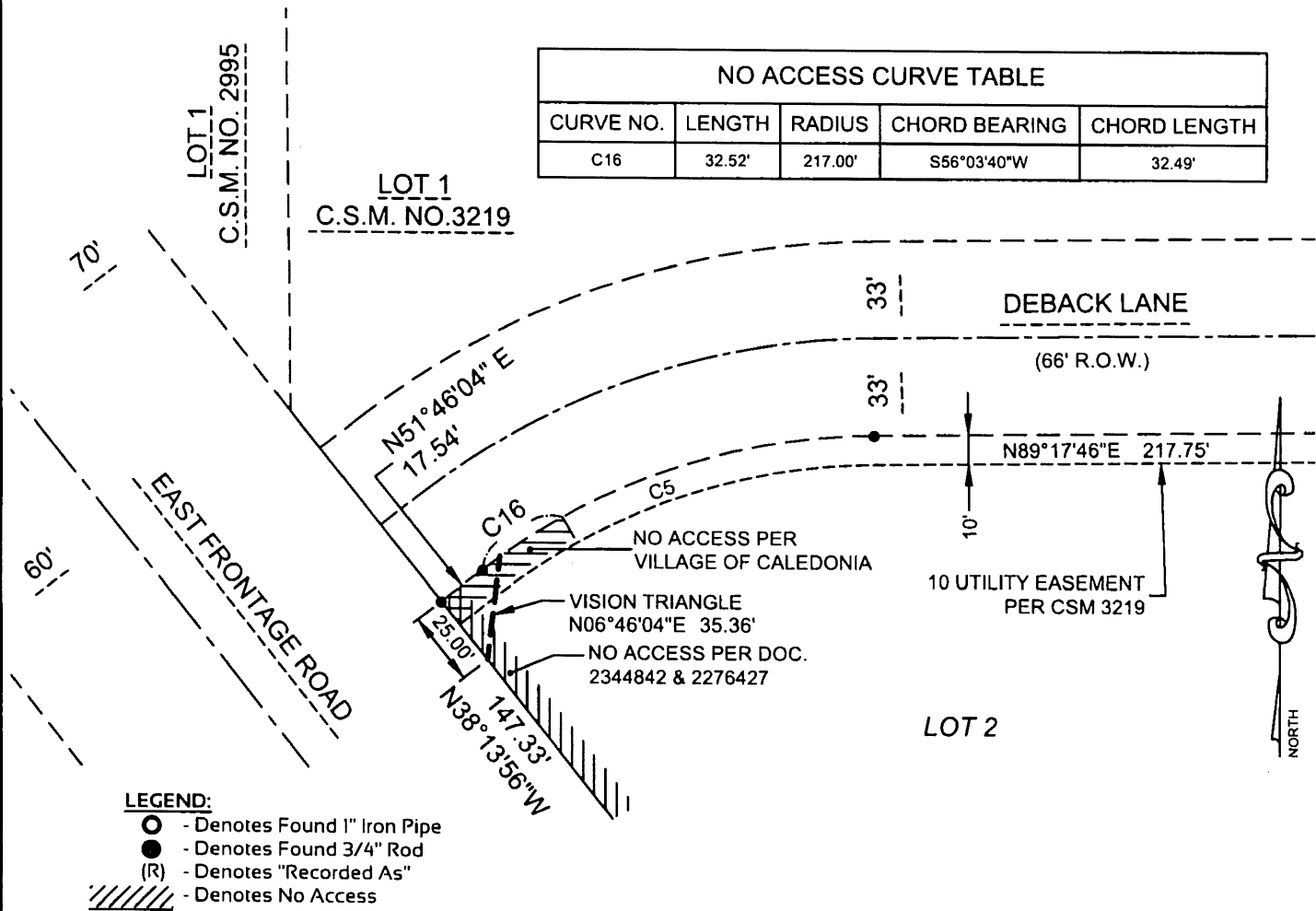
PEG JOB#390.01
SHEET 10 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

**NO ACCESS AND VISION
CORNER EASEMENT DETAIL**
SCALE=1"=60'

NO ACCESS CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C16	32.52'	217.00'	S56°03'40"W	32.49'



NO ACCESS NOTE:

WISPARK, LLC, as owner, hereby restricts all lots in that no owner possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with East Frontage Road, as shown on this certified survey map; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin State Statutes, and shall be enforceable by the Department of Transportation.

VISION CORNER EASEMENT RESTRICTIONS:

No structure or improvements of any kind is permitted within the vision corner.
No vegetation within the vision corner may exceed 30 inches in height.



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

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

PEG JOB #390.10
SHEET 11 OF 12

CERTIFIED SURVEY MAP NO. 3302

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

WISPARK, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

I also certify that this certified survey map is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Caledonia

IN WITNESS WHEREOF, the said WISPARK, LLC has caused these presents to be signed by (name) ERICA-NICOLE HARRIS, (title) vice president, at Milwaukee Milwaukee County, Wisconsin, on this 10th day of July, 2018.

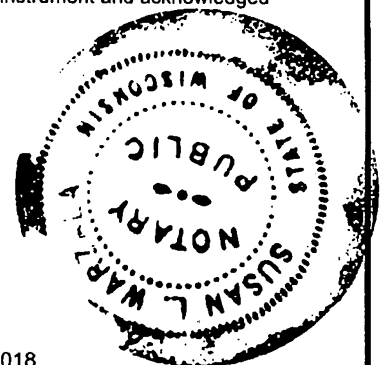
In the presence of: WISPARK, LLC

signature [Signature]
ERICA-NICOLE HARRIS,
VICE PRESIDENT

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 10 day of July, 2018 (name) Erica-Nicole Harris, (title) Vice President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public
Name: Susan L. Warzala
State of Wisconsin
My Commission Expires: 2/2/2021



VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Caledonia on this 2nd day of July, 2018.

7/11/2018
Date

[Signature]
Karie Torkilsen, Village Clerk

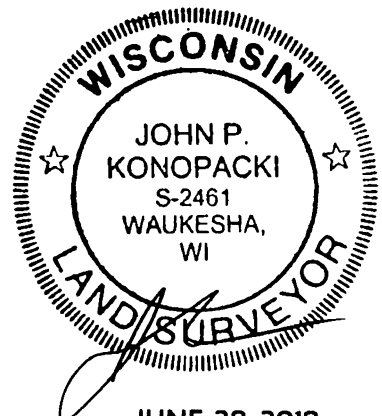
FROM ALL OF:

104-04-22-30-015-200

TO:

LOT 1: 104-04-22-30-015-201

LOT 2: 104-04-22-30-015-202



JUNE 28, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

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

PEG JOB #390.10
SHEET 12 OF 12

EXHIBIT B

Legal Description – Smerchek Lane

Lands being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 30, thence South 01°04'4" East, along the West line of the Northeast 1/4, 45.00 feet to the South Right of Way line of Four Mile Road; thence North 89°23'57" East along the South Right of Way line of Four Mile Road 1,260.68 feet to the Northeast corner of Lot 1 of CSM 3302 and the point of beginning:

Thence continuing South 01°05'53" East along the West Right of Way line, 258.41 feet to a point of curvature; thence Southwesterly 137.42 feet along said curve, whose radius is 296.00 feet and whose chord bears South 12°12'07" West 136.19 feet; thence South 25°30'07" West, 93.65 feet to a point of curvature; thence Southwesterly 211.54 feet along said curve, whose radius is 333.00 feet and whose chord bears South 07°18'10" West 208.01 feet to a point a curvature; thence Southeasterly 100.78 feet along said curve, whose radius is 72.00 feet and whose chord bears South 50°59'50" East, 92.76 feet; thence North 88°54'07" East, 98.70 feet along the South Right of Way line; thence North 01°05'53" West 954.92 feet along the East Right of Way line to the South line of Four Mile Road; thence South 89°23'57" West 66.00 feet along the South Right of Way line of Four Mile Road to the point of beginning.

Containing 80,239 square feet (1.8720 acres) of land more or less.

RESOLUTION NO. 2022-23

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO
APPROVE A DEVELOPMENT AGREEMENT FOR A
19 LOT PHASE OF PRAIRIE PATHWAYS SUBDIVISION;
THE NEWPORT GROUP, LTD, OWNER / NANCY WASHBURN, AGENT**

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

WHEREAS, in 2005, a 301 parcel conservation subdivision was platted named Prairie Pathways Subdivision.

WHEREAS, the subdivision has been developed in phases and this phase includes 19 lots in the subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Development Agreement between the Village of Caledonia, Village of Caledonia Sewer Utility District, Village of Caledonia Water Utility District, Tri City National Bank, Reesman's Excavating and Grading, Inc. and The Newport Group, LTD. as set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Development Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of _____, 2022.

VILLAGE OF CALEDONIA

By: _____
Lee Wishau
Acting Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

770272.062

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	<u>\$862,760.31</u>
-------	---------------------

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

Total	<u>\$111,779.32</u>
--------------	---------------------

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 aniticipated 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)

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

[illegible]

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: _____
Lee Wishau, Acting
Village President

Attest: _____
Joslyn M. Hoeffert
Village Clerk

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

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

RESOLUTION NO. 2022-24

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO
APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±1,860
SQUARE-FOOT ADDITION TO THE EXISTING COMMERCIAL BUILDING AND
EXPANDED PARKING LOT AT 4630 DOUGLAS AVENUE, VILLAGE OF CALEDONIA,
RACINE COUNTY, WI; RYAN RUDIE, APPLICANT, THOMAS AND JAENNE TORHORST
TRUST, OWNER**

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

WHEREAS, Ryan Rudie, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±1,860 square-foot addition and expanded parking lot at 4630 Douglas Avenue, Parcel ID No. 104-04-23-29-165-000, Village of Caledonia, Racine County, WI; and,

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan, subject to the conditions attached hereto as **Exhibit A**, for the following reasons:

1. The proposed use is allowed by underlying zoning through the building, site, and operation plan review process.
2. The proposed use will not adversely affect the surrounding property values.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested building, site, and operations plan set forth above, is hereby approved for the same reasons set forth above and subject to the same conditions and contingency imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of March, 2022.

VILLAGE OF CALEDONIA

By: _____
Lee Wishau, Acting Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A: Conditions of Approval
4630 Douglas Avenue, North Shore Animal Hospital

1. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
2. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
3. **Lot Line Adjustment.** The applicant must record the lot line adjustment for 4630 Douglas Avenue with the Racine County Register of Deeds prior to building permits being submitted.
4. **Plans.** The proposed operation shall be located, constructed, and utilized in accordance with the plans and documents dated February 4, 2022.
5. **Engineering Department.** The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
6. **Stormwater.** The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District regarding stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Public Services Director before permits are issued.
7. **Fire Department Approval.** Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
8. **Parking.** Parking at the site must be in compliance with the submitted plans. All parking must be conducted in the proposed parking lot as outlined on the submitted site plan. Each parking space shall be a minimum of 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. The driveway and all parking areas must be maintained in a hard-surfaced, dust-free condition.
9. **Lighting.** Lighting must comply with the approved lighting plan dated February 4, 2022. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway. Following installation, owner shall contact Village for an inspection to ensure that lighting was properly installed.
10. **Signage.** Any signage presented as part of the building, site, and operation review is not part of the review approval process. Prior to installation of any signs, a sign permit will be required prior to installation and meet all sign regulations in Title 16. Banners, balloons, flashing or animated signs are prohibited.
11. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.

12. **Performance Standards.** The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
13. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining, and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade.
14. **Expiration.** This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the development will be required to resubmit their application and go through the conditional use process.
15. **Access.** The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
16. **Compliance with Law.** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
17. **Reimburse Village Costs.** Applicant shall reimburse to the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
18. **Amendments to Building, Site & Operations Plan.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Village Development Director, may be made at a staff level, if authorized by the Village Development Director.
19. **Caledonia Utility District.** The property owner or designated agent must contact the Caledonia Utility District regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Utility District is required.

RESOLUTION NO. 2022-25

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
ACCEPTING OWNERSHIP OF PARCELS OF LAND WITH PARCEL NOS. 104-04-23-
08-011-000 AND 104-04-23-08-290-010 LOCATED ALONG LAKESHORE DRIVE FROM
RACINE COUNTY**

WHEREAS, the Village Board of the Village of Caledonia and the Racine County both believe that the vacant parcels with Parcel Nos. 104-04-23-08-011-000 and 104-04-23-08-290-010 located along Lakeshore Drive are best maintained by Village of Caledonia as part of Chapla Park;

WHEREAS, the Village Plan Commission in accordance with Sec. 2-5-3(f)(5) of the Village's Code of Ordinances and Wis. Stat. Section 62.23(5) adopted Resolution No. PC 2022-02 on February 28, 2022 finding that the proposed transfer of the parcels is not inconsistent with Village plans, as such transfer as the parcels of land will still be utilized as park and open space lands for passive and active recreation and recommended the transfer to the Village Board;

WHEREAS, the Village staff supports the transfer of the parcels along Lakeshore Drive from Racine County, as set forth generally in **Exhibit A**, as it is not inconsistent with Village plans as the parcels of land will still be utilized as park and open space lands for passive and active recreation;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that Village Administrator is authorized to complete the transfer of the vacant parcels as set forth in **Exhibit A** and that the Village President, Village Clerk, Village Administrator, and other necessary Village officials are authorized to take all actions on behalf of the Village to enter into agreements, execute documents, and undertake, direct and complete required activities in accordance with the terms of this resolution

Adopted this ____ day of March, 2022.

Ayes ____ Noes ____ Absent ____

VILLAGE OF CALEDONIA PLAN COMMISSION

BY: _____
Lee Wishau, Acting Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A
Parcel ID Nos. 104-04-23-08-011-000 and 104-04-23-08-290-010



RESOLUTION NO. 2022-26

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPROVE A SIGN PLAN FOR THE DEVELOPMENT LOCATED 4011 NICHOLSON
ROAD; DAN RADKE, APPLICANT, PROBIO RE LLC, OWNER**

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

WHEREAS, ProBio RE LLC, Owner, Dan Radke, Applicant requested approval of a sign plan presented in **Exhibit A** at 4011 Nicholson Road; Parcel I.D. No. 104-04-22-27-017-000; and

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

1. The proposed number, height and size of signs are permissible through the sign plan review process.

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

Adopted by the Village Board of the Village of Caledonia this ____ day of March, 2022.

VILLAGE OF CALEDONIA

By: _____

Lee Wishau, Acting Village President

Attest: _____

Joslyn Hoeffert, Village Clerk

EXHIBIT A

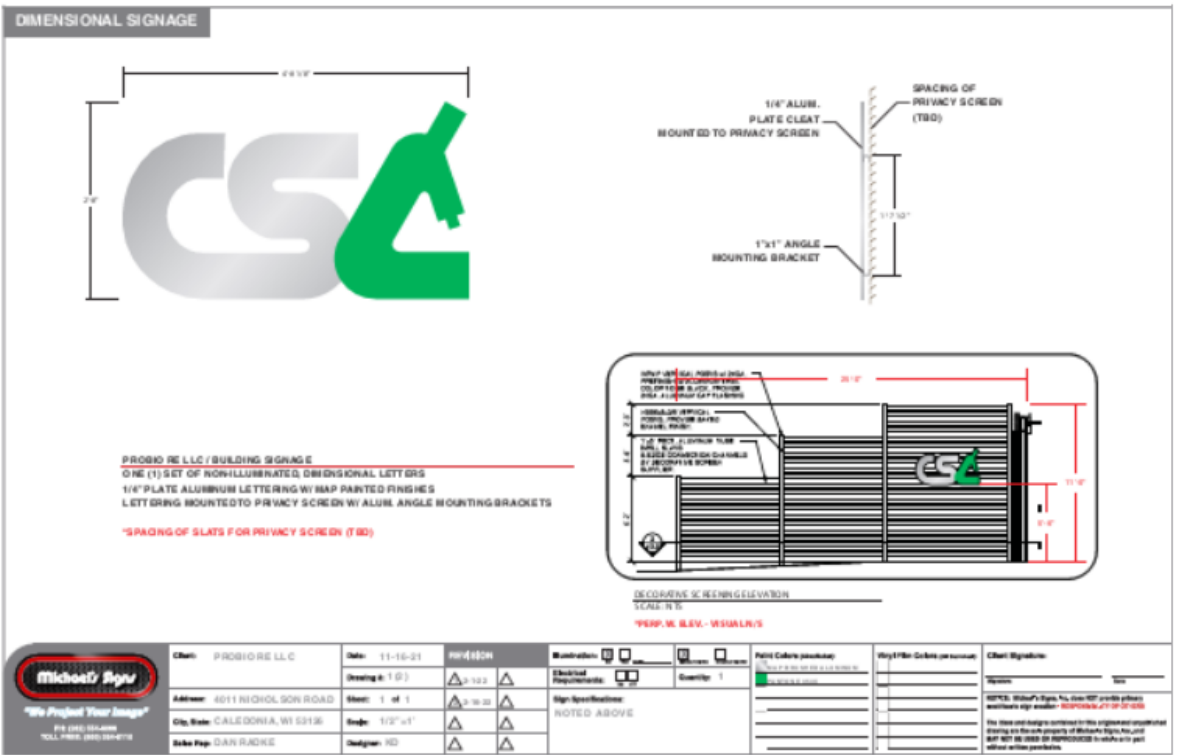
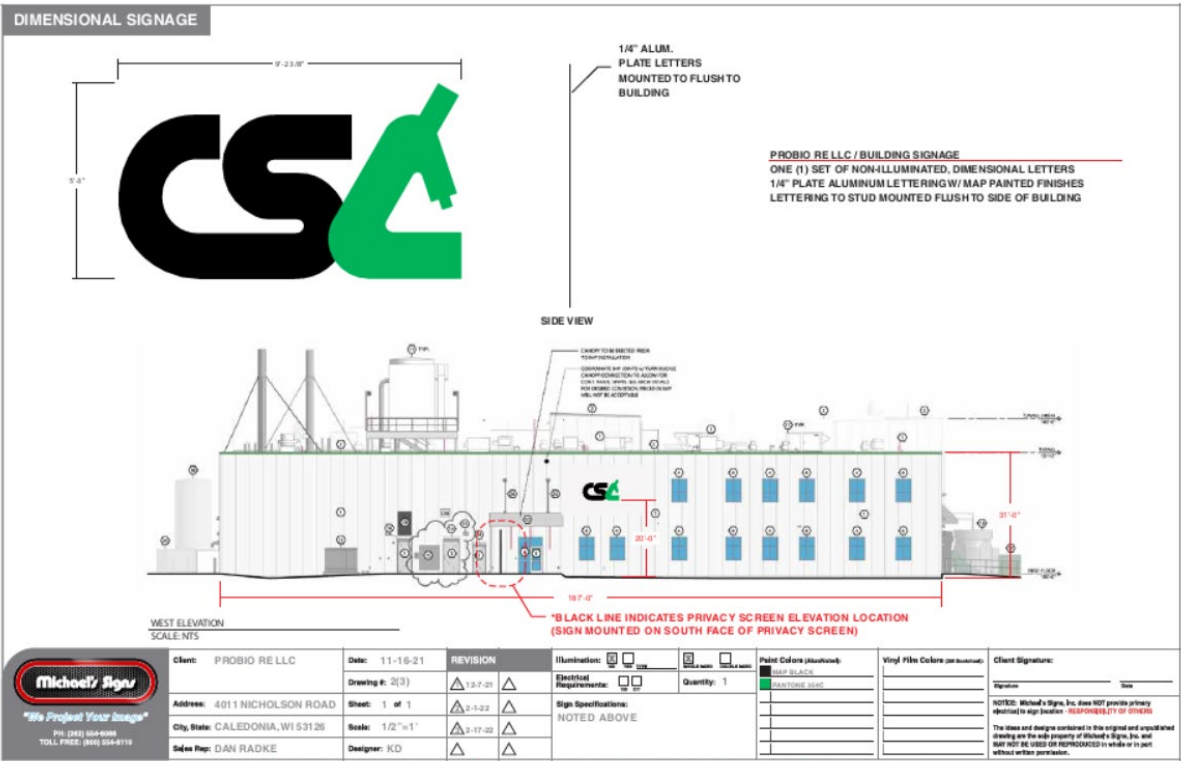


EXHIBIT A

MONUMENT SIGN

SIDE VIEWS

PROBIO RE LLC / MONUMENT SIGN

ONE (1) DOUBLED SIDED, ILLUMINATED MONUMENT SIGN W/ GREEN LED CUSTOM FABRICATED ALUMINUM SIGN CABINET W/ MAP PAINTED FINISH & 3M VINYL GRAPHICS

CSL LOGO IS TO BE 2" DEEP BACKLIT REVERSE CHANNEL LETTER MOUNTED WITH 1 1/2" STAND-OFFS

ADDRESS IS TO BE 3M WHITE VINYL GRAPHICS

NIGHT RENDERING

"We Project Your Image"

PH: (262) 554-6086
TOLL FREE: (800) 334-4110

Client: PROBIO RE LLC	Date: 12-7-21	REVISION	Illumination: <input checked="" type="checkbox"/> LED <input type="checkbox"/> SOLID STATE	Electrical Requirements: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Quantity: 1	Paint Colors (per customer): <input checked="" type="checkbox"/> ADVANCE ALUMINUM <input type="checkbox"/> MAP SLATE <input type="checkbox"/> MAP SLATE <input type="checkbox"/> MAP SLATE (PAINTED)	Vinyl Film Colors (per customer): <input type="checkbox"/> SEE NOTES	Client Signature: _____ Signature _____ Date _____
Address: 4011 NICHOLSON RD.	Drawing #: 3(3)	Δ 12-15-21		Sign Specifications: NOTED ABOVE				<p>NOTES: Michael's Sign, Inc. does NOT provide primary electrical sign location - RESPONSIBILITY OF OTHERS</p> <p>The ideas and designs contained in this original and unperfected drawing are the sole property of Michael's Sign, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.</p>
City, State: CALEDONIA, WI 53126	Sheet: 1 of 1	Δ 1-25-22						
Sales Rep: DAN RADKE	Scale: 1/2"=1'	Δ 2-1-22						
	Designer: HC	Δ						

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

SIGN LOCATION:
4011 NICHOLSON ROAD
CALEDONIA, WI 53126