Village of CALEDONIA

VILLAGE BOARD MEETING AGENDA
Monday, June 6, 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**
   A. Introduction of New Police Officers

5. **Approval of Minutes**
   - Village Board – May 16, 2022

6. **Citizens Reports (citizen comments are in-person only)**

7. **Committee Reports**
   A. Finance
      1. Approval of A/P checks
   B. Legislative & Licensing
      1. Grant 2022-2023 Class A and Class B Beer & Liquor Licenses

8. **Ordinances and Resolutions**
   A. **Resolution 2022-63** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Conditional Use Permit And Approval Of A Building, Site, And Operations Plan To Allow The Operation Of A Public Safety Building For The Parcel Located 5043 Chester Lane, Racine County, Village Of Caledonia, Applicant And Owner
   B. **Ordinance 2022-10 –** 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 ±92.3 Acres From B-4, Planned Business District And A-2 General Farming And Residential District II To M-3, Heavy Industrial District For The Properties Located Directly South Of 10501 Northwestern Avenue, Parcel Nos. 104-04-22-30-038-000 & 104-04-22-30-047-000, Village Of Caledonia, Racine County, WI. Towne Realty INC., Applicant, Badger Land Company, Owner.
   C. **Ordinance 2022-11** – An Ordinance To Repeal And Recreate Chapter 12 Of Title 7 Licensing And Regulation Of Festivals, Amusement Parks, And Carnivals Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin
   D. **Resolution 2022-55** – Resolution Authorizing The Village Of Caledonia To Modify The Budget For The Purchase Of An Utility Terrain Vehicle
   E. **Resolution 2022-56** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Building, Site, And Operations Plan To Construct And Utilize A ±30,000 Square-Foot Warehouse Building, Located On A Parcel Directly South Of 4221 Courtney Road In The Village Of Raymond Under The Cooperative Plan Dated November 12, 2009 Between The Village Of Caledonia And The Village Of Raymond Under Sec. 66.0307, Wis. Stats.
   F. **Resolution 2022-57** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Conditional Use To Operate A Child Daycare Business At 10502 Northwestern Avenue, Village

Of Caledonia, Racine County, WI; Jermesha Mchenry, Applicant, 10502 Northwestern Avenue LLC, Owner

G. **Resolution 2022-58** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request To Amend The Conditional Use Permit Extending The Use Until June 27, 2025 To Occupy The Easternmost Portion Of The Site At 7213 Hwy 41 By An Online Vehicle Auction Platform For Damaged And Undamaged Used Vehicles / Hribar Holdings LLC, Owner / IAA INC., Applicant
H. **Resolution 2022-59** – Resolution Of The Village Board Of The Village Of Caledonia To Approve Certified Survey Map # _____; Parcel ID 104-04-22-20-049-000 – Located In The SE 1/4 Of Section 20, T4N, R22E, Four Mile Road, Village Of Caledonia, Racine County, WI – Owner Zimmerman Etal – Applicant Peter Zimmerman
I. **Resolution 2022-60** – Resolution Authorizing The Village Of Caledonia To Award A Contract For The Washington Meadows Water Main Improvements Project
J. **Resolution 2022-61** – Resolution Authorizing The Village Of Caledonia To Award A Contract For The Westview Village Storm Water Improvements Project
K. **Resolution 2022-62 –** Resolution Authorizing The Partial Release From Utility Agreements And Prior Development Agreements Between The Village Of Caledonia, Village Of Caledonia Utility District And Wispark LLC For Lot 4 And A Portion Of Outlot 3 Of Certified Survey Map 3437 In Deback Farms Business Park

9. **New Business**
   A. Appointment to the Board of Review
   B. Reschedule July 4th Village Board Meeting
   C. Sec. 9-4-4 Utility District Manager – Discussion and Possible Referral to the Legislative And Licensing Committee

10. **Report from Village Administrator**

11. **Closed Session**
   A. The Village Board may take up a motion to go into CLOSED SESSION pursuant to s.19.85(1)(e) & (f), Wis. Stats., conducting specified public business, whenever competitive or bargaining reasons require a closed session; and considering financial, medical, social or personal histories of specific persons, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations; specifically to discuss the candidates for the Village Board Trustee No. 3 seat; and pursuant to s. 19.85(1)(g), Wis. Stat., conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: specifically to discuss the litigation of Marc Silverman v. the Village of Caledonia, Racine County Circuit Court Case No. 2022-CV-0598.

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

12. **Resolution 2022-64 –** Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Village To Enter Into A Special Counsel Engagement Agreement With The Law Firm Of Terry & Nudo, LLC

13. **Adjournment**

Village Board Meeting
May 16, 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: Trustee Weatherston, Trustee Stillman, Trustee Wishau, Trustee McManus, Trustee Martin, and President Dobbs.

Absent: None.

Staff: Also present were Administrator Kathy Kasper, HR Manager Michelle Tucker, Finance Director Wayne Krueger, Development Director Peter Wagner, Director of Public Services Anthony Bunkelman, Engineer Ryan Schmidt, Police Chief Christopher Botsch, and BC Walter Leininger.

4 – Communications and Announcements

There will be a Special Joint Plan Commission and Village Board meeting for a Public Hearing on Monday, June 6, 2022, at 5 p.m. This meeting is regarding the new Public Safety Building.

5 – Approval of Minutes

Special Village Board – May 9, 2022

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

6 – Citizens Reports

7 – Committee Report

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

Village – $812,147.16

Motion by Trustee Wishau to approve the A/P checks as presented for $ 812,147.15. Seconded by Trustee Martin.

Clerk Hoeffert addressed there was a one penny discrepancy in the motion.

Motion by Trustee Wishau to approve the A/P checks as presented for $ 812,147.16. Seconded by Trustee Martin. Motion carried unanimously.

7B - Public Works

1. **Blasting and Non-Metallic Mining Permit Renewal for Payne & Dolan Racine Quarry**

Motion by Trustee Weatherston to approve the Blasting and Non-Metallic Mining Permit Renewal for Payne & Dolan Racine Quarry. Seconded by Trustee Stillman. Motion carried unanimously.

The Board discussed the blasting data and citizen concerns.

7C - Community Development Authority

1. **Discussion and Possible Action on Real Racine Contract**

The current Real Racine contract was signed in 1983 with no ending clause other than a six-month termination notice. The Board wishes to give the six-month notice to terminate the agreement to bring forward the opportunity to potentially renegotiate the agreement.

Motion by Trustee Martin to send the termination notice to Real Racine that the contract will termintate in 6 months, indicating that the Village of Caledonia is willing to renegotiate under certain circumstances. Seconded by Trustee Wishau

Kasper will send the notice of termination to Real Racine.

Motion carried unanimously.

8 – Ordinances and Resolutions

8A – Ordinance 2022-07 – An Ordinance To Create A New Section 7-1-26, Renumber And Amend The Penalties Section 7-1-27 And Reserve Additional Sections For Future Use Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin, Relating To Keeping Of Chickens In Single-Family Residential Districts

Motion by Trustee Stillman to approve Ordinance 2022-07 – An Ordinance To Create A New Section 7-1-26, Renumber And Amend The Penalties Section 7-1-27 And Reserve Additional Sections For Future Use Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin, Relating To Keeping Of Chickens In Single-Family Residential Districts. Seconded by Trustee McManus. Motion carried unanimously.

8B – Ordinance 2022-09 – An Ordinance To Amend Section 7-1-13(E)(1); Section 7-1-13(E)(2)(A); And Section 7-1-13(E)(2)(B)(2) Of The Code Of Ordinances For The Village Of Caledonia Relating To Keeping Of Livestock Restricted

Motion by Trustee Weatherston to approve Ordinance 2022-09 – An Ordinance To Amend Section 7-1-13(E)(1); Section 7-1-13(E)(2)(A); And Section 7-1-13(E)(2)(B)(2) Of The Code Of Ordinances For The Village Of Caledonia Relating To Keeping Of Livestock Restricted. Seconded by Trustee McManus. Motion carried unanimously.

8C – Resolution 2022-49 – Resolution Authorizing Amending The 2022 Schedule Of Fees, Charges And Rates For The Village Of Caledonia, Wisconsin

Motion by Trustee Weatherston to approve Resolution 2022-49 – Resolution Authorizing Amending The 2022 Schedule Of Fees, Charges And Rates For The Village Of Caledonia, Wisconsin. Seconded by Trustee Stillman. Motion carried unanimously.

8D – Resolution 2022-50 – Resolution Of The Village Board Of The Village Of Caledonia To Approve Conflict Waiver With Law Firm Von Briesen & Roper, S.C. For Development In Tax Incremental District No. 4

Motion by Trustee Martin to approve the Resolution 2022-50 – Resolution Of The Village Board Of The Village Of Caledonia To Approve Conflict Waiver With Law Firm Von Briesen & Roper, S.C. For Development In Tax Incremental District No. 4 under the condition that we strike out the sentence that reads: "This means that no matter what adversity now exists between the Village and Mount Pleasant relating to the above described matter, the Village will not seek, nor will it be able to, disqualify von Briesen from continued representation of Caledonia in the matter described above." Seconded by Trustee McManus. Motion carried unanimously.

8E – Resolution 2022-51 – Resolution Of The Village Board Of The Village Of Caledonia Approving A Proposal By MSA Professional Services Inc. For Park Master Planning Services For Crawford Park

The Board discussed how they might be able to give ideas to MSA regarding Crawford Park. Trustee McManus will be holding a Special Parks Advisory meeting to discuss potential direction.

Motion by Trustee Weatherston to approve Resolution 2022-51 – Resolution Of The Village Board Of The Village Of Caledonia Approving A Proposal By MSA Professional Services Inc. For Park Master Planning Services For Crawford Park. Seconded by Trustee McManus. Motion carried unanimously.

8F – Resolution 2022-52 – Resolution Authorizing The Awarding Of A Contract For Bituminous Concrete Surfacing In The Village Of Caledonia For 2022

There was discussion regarding the rising cost of materials and the impact on the average miles of repair projected to be done this year. Road repair is on a 50-year cycle.

Motion by Trustee Stillman to approve Resolution 2022-52 – Resolution Authorizing The Awarding Of A Contract For Bituminous Concrete Surfacing In The Village Of Caledonia For 2022. Seconded by Trustee Weatherston. Motion carried unanimously.

8G – Resolution 2022-53 – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Traffic Impact Analysis For The Racine County Youth Development And Care Center Proposed On Parcels Located Directly East Of 2525 3 Mile Road

The analysis has been completed, and data shows that the existing level of service after the construction of the proposed center will remain nearly the same. There was concern regarding sight distance for the proposed access point, and the driveway will need to be relocated east to ensure there is no issue with sight distance. Civil plans will need to be amended to reflect this change.

Motion by Trustee Weatherston to approve Resolution 2022-53 – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Traffic Impact Analysis For The Racine County Youth Development And Care Center Proposed On Parcels Located Directly East Of 2525 3 Mile Road. Seconded by Trustee Martin. Motion carried unanimously.

8H – Resolution 2022-54 – Resolution Of The Village Board Of The Village Of Caledonia To Approve Employee Handbook Dated 05/16/2022

Tucker explained the process in which she addressed the changes in the manual.

Motion by Trustee Martin to Resolution 2022-54 – Resolution Of The Village Board Of The Village Of Caledonia To Approve Employee Handbook Dated 05/16/2022. Seconded by Trustee McManus. Motion carried unanimously.

9 – New Business

9A – Park Impact Fees

Attorney Ekes overviewed the Wisconsin Statute 66.0617 that governs park impact fees and how they might be utilized. The spending of those funds is used for new facilities, such as playgrounds. There was discussion regarding being able to use this for an access road, and there is concern about premature expenditure to the required needs analysis,

10 – Report from Village Administrator

- The new IT provider has brought the physical server back up for this night's meeting, and a cloud backup is now implemented. There is a greater level of security.
- South Hills project discussions continue with the potential developer.
- Zilber submitted to be seen at the Plan Commission to rezone the Badgerland parcels.
- PMA will coordinate borrowing for the potential public safety building, upfront costs with Zilber, and capital project funds in 2022 set for borrowing
- Form C, a financial reckoning in the Village, has been submitted to the State.

- Procurement model install, the MSA contract will likely be the first contract, and we will be able to track expenditures against that.
- Planning to implement a fixed asset module for utility funds
- The vacancy for Trustee No. 3 has been posted
- There is an increase of complaints from a specific resident, and she has asked everyone to beware of the escalation.
- ProBio is planning the official opening for June 23, from 9:00 a.m. – 12:00 p.m., and an RSVP is required.
- Multijurisdictional presentation on the sewer agreement for the leaders of Mt. Pleasant, Sturtevant, Racine, and Caledonia.
- Saturday is the celebration of life for Trustee Wanggaard and is held at Hickory Hall.

11 – Adjournment

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

Meeting adjourned at 6:52 p.m.

Respectfully submitted,
Joslyn Hoeffert, Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACH - DELTA DENTAL						
498	ACH - DELTA DENTAL	557237	05/01/2022 DELTA DENTAL PRE	05/01/2022	7,670.28	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	557237	05/01/2022 COBRA DELTA DENT	05/01/2022	88.24-	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	557237	05/01/2022 DELTA VISION PREM	05/01/2022	866.16	100-21536-000 Vision Deductions
498	ACH - DELTA DENTAL	557237	05/01/2022 COBRA DELTA VISIO	05/01/2022	11.52-	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:					8,436.68	
ACH - HENRICKSEN						
792	ACH - HENRICKSEN	714017	REMOVE WALL AND ADJUST LA	05/16/2022	729.00	100-43-62100 Contracted Services
Total ACH - HENRICKSEN:					729.00	
ACH - JAMES IMAGING						
897	ACH - JAMES IMAGING	31495428	TOSHIBA COPIERS - VILLAGE H	04/21/2022	1,380.73	100-90-62300 Office Equipment Rental & Main
897	ACH - JAMES IMAGING	31678855	TOSHIBA COPIERS - VILLAGE H	05/23/2022	1,380.73	100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					2,761.46	
ACH - LEXIPOL LLC						
1166	ACH - LEXIPOL LLC	INVLEX9704	ANNUAL FIRE POLICY MANUAL	05/18/2022	6,213.76	100-35-51300 Education/Training/Conferences
Total ACH - LEXIPOL LLC:					6,213.76	
ACH - SUPERFLEET						
1730	ACH - SUPERFLEET	EJ994 051820	APR-MAY 2022; FUEL FOR FD V	06/01/2022	1,371.52	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					1,371.52	
ACH - TIAA COMMERCIAL FINANCE, INC.						
1851	ACH - TIAA COMMERCIAL FINA	8924907	APR-22; PRINTER LEASE	05/13/2022	4,470.37	100-90-62300 Office Equipment Rental & Main
Total ACH - TIAA COMMERCIAL FINANCE, INC.:					4,470.37	
ACH - TOSHIBA FINANCIAL SERVICES						
1998	ACH - TOSHIBA FINANCIAL SER	31495427	MAR-22; COURTS COPIER MFD	04/21/2022	190.96	100-90-62300 Office Equipment Rental & Main
1998	ACH - TOSHIBA FINANCIAL SER	31678854	COPIER FOR COURT SYSTEM	05/23/2022	112.60	100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					303.56	
ACH - WCA GROUP HEALTH TRUST						
9142	ACH - WCA GROUP HEALTH TR	050922	05/09/2022 - MAY 2022 UMR HE	05/09/2022	225,361.06	100-21535-000 Health Insurance Deductions

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
	Total ACH - WCA GROUP HEALTH TRUST:				225,361.06	
ACH - WE ENERGIES						
380	ACH - WE ENERGIES	4099721440	BILLING PERIOD 03/04/2022 - 03	04/08/2022	257.22	222-00-64140 Utilities
380	ACH - WE ENERGIES	4099721440	BILLING PERIOD 03/04/2022 - 03	04/08/2022	609.07	221-00-64140 Utilities
380	ACH - WE ENERGIES	4099721440	BILLING PERIOD 03/04/2022 - 03	04/08/2022	4,882.18	100-43-64140 Utilities
380	ACH - WE ENERGIES	4099721440	BILLING PERIOD 03/04/2022 - 03	04/08/2022	1,330.29	100-90-64290 Street Lighting
380	ACH - WE ENERGIES	4099721440	BILLING PERIOD 03/04/2022 - 03	04/08/2022	747.87	100-41-64140 Utilities
380	ACH - WE ENERGIES	4099721440	BILLING PERIOD 03/04/2022 - 03	04/08/2022	1,233.62	100-30-64140 Utilities
380	ACH - WE ENERGIES	4099721440	BILLING PERIOD 03/04/2022 - 03	04/08/2022	2,632.52	100-35-64140 Utilities
380	ACH - WE ENERGIES	4116600004	MAR22-APR22 LIGHTING	04/22/2022	18.92	221-00-64140 Utilities
380	ACH - WE ENERGIES	4116600004	MAR22-APR22 LIGHTING	04/22/2022	18.31	100-35-64140 Utilities
380	ACH - WE ENERGIES	4136356785	BILLING PERIOD 4/5/22 - 5/2/22	05/09/2022	31.03	222-00-64140 Utilities
380	ACH - WE ENERGIES	4136356785	BILLING PERIOD 4/5/22 - 5/2/22	05/09/2022	486.50	221-00-64140 Utilities
380	ACH - WE ENERGIES	4136356785	BILLING PERIOD 4/5/22 - 5/2/22	05/09/2022	3,794.72	100-43-64140 Utilities
380	ACH - WE ENERGIES	4136356785	BILLING PERIOD 4/5/22 - 5/2/22	05/09/2022	1,065.64	100-90-64290 Street Lighting
380	ACH - WE ENERGIES	4136356785	BILLING PERIOD 4/5/22 - 5/2/22	05/09/2022	595.44	100-41-64140 Utilities
380	ACH - WE ENERGIES	4136356785	BILLING PERIOD 4/5/22 - 5/2/22	05/09/2022	1,294.25	100-30-64140 Utilities
380	ACH - WE ENERGIES	4136356785	BILLING PERIOD 4/5/22 - 5/2/22	05/09/2022	2,553.29	100-35-64140 Utilities
380	ACH - WE ENERGIES	4153236132	BILLING PERIOD 4/19/22 - 5/16/2	05/23/2022	18.77	221-00-64140 Utilities
380	ACH - WE ENERGIES	4153236132	BILLING PERIOD 4/19/22 - 5/16/2	05/23/2022	16.00	100-35-64140 Utilities
	Total ACH - WE ENERGIES:				21,585.64	
AERO COMPRESSED GASES						
29	AERO COMPRESSED GASES	453612	MEDICAL OXYGEN	05/25/2022	156.04	100-35-64280 Medical Supplies
	Total AERO COMPRESSED GASES:				156.04	
ALCIVIA						
680	ALCIVIA	435	DIESEL FUEL FOR CFD VEHICL	06/01/2022	121.71	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	523	DIESEL FUEL FOR CFD VEHICL	06/01/2022	243.70	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	524	DIESEL FUEL FOR CFD VEHICL	06/01/2022	68.66	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	678	DIESEL FUEL FOR CFD VEHICL	06/01/2022	98.31	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	771	DIESEL FUEL FOR CFD VEHICL	06/01/2022	79.12	100-35-63200 Fuel, Oil, Fluids
	Total ALCIVIA:				611.50	
ARAMARK						
128	ARAMARK	6240021202	RUG DELIVERY AT VILLAGE HA	05/18/2022	261.58	100-43-62100 Contracted Services
	Total ARAMARK:				261.58	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ASCENSION MEDICAL GROUP						
135	ASCENSION MEDICAL GROUP	W033122-23	Q1-2022; PHARMACY CHARGE	05/11/2022	2,716.63	100-35-64280 Medical Supplies
	Total ASCENSION MEDICAL GROUP:				2,716.63	
AURORA HEALTH CARE						
155	AURORA HEALTH CARE	908549	FIRE PRE EMPLOYMENT PHYSI	05/08/2022	712.00	100-13-51100 Personnel Medical Exams
	Total AURORA HEALTH CARE:				712.00	
BELLE CITY FIRE & SAFETY						
196	BELLE CITY FIRE & SAFETY	57991	MISC. FIRST AID KIT SUPPLIES	05/26/2022	417.25	100-43-64070 Work Supplies
	Total BELLE CITY FIRE & SAFETY:				417.25	
BUY RIGHT, INC.						
273	BUY RIGHT, INC.	363080	Q-12; HOSE	05/25/2022	2.98	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	363082	Q-12; PRIMEGUARD GOLD 50/5	05/25/2022	23.98	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	363907	M-12; OIL FILTER	06/01/2022	11.89	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	364006	E-11; DEF	06/01/2022	38.04	100-35-63200 Fuel, Oil, Fluids
	Total BUY RIGHT, INC.:				76.89	
CHAD KRAHEL						
9222	CHAD KRAHEL	RECEIPT# 700	REFUND - ZONING SIGN 8338 D	05/04/2022	50.00	100-00-44400 Zoning Permits
	Total CHAD KRAHEL:				50.00	
CIVIC SYSTEMS, LLC						
375	CIVIC SYSTEMS, LLC	CVC21899	PRORATED SEMI-ANNUAL SOF	05/09/2022	156.00	100-90-64300 IT Maintenance & Subscriptions
	Total CIVIC SYSTEMS, LLC:				156.00	
CLEANCO RACINE, INC						
9021	CLEANCO RACINE, INC	5631	MAY-22; CLEANING SERVICES	05/16/2022	869.00	100-43-62100 Contracted Services
	Total CLEANCO RACINE, INC:				869.00	
COMPLETE OFFICE OF WISCONSIN						
392	COMPLETE OFFICE OF WISCO	361201	TOWEL ROLLS	05/18/2022	74.06	100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	361201	5 TAB INDEX	05/18/2022	2.42	100-35-64030 Office Supplies
	Total COMPLETE OFFICE OF WISCONSIN:				76.48	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
CONSERV FS INC.						
3962	CONSERV FS INC.	0408922	4000 GAL UNL GAS	05/13/2022	13,320.00	100-41-63200 Fuel, Oil, Fluids
3962	CONSERV FS INC.	777003542	4000 GAL. NL GAS	05/24/2022	14,720.00	100-41-63200 Fuel, Oil, Fluids
	Total CONSERV FS INC.:				28,040.00	
DIVERSIFIED BENEFIT SERVICES						
525	DIVERSIFIED BENEFIT SERVIC	354215	05/16/2022 FSA FLEXIBLE SPEN	05/16/2022	182.00	100-90-62100 Contracted Services
	Total DIVERSIFIED BENEFIT SERVICES:				182.00	
DON'S ELECTRIC						
549	DON'S ELECTRIC	7522	BALLPARK BATHROOM OUTLE	05/26/2022	455.00	221-00-64240 Building Repairs & Maintenance
	Total DON'S ELECTRIC:				455.00	
EMS REFUND VENDORS						
9000	EMS REFUND VENDORS	21-0544	05/16/2022 EMS REFUND - CALL	05/16/2022	370.77	100-00-46230 Ambulance/EMS Fees
	Total EMS REFUND VENDORS:				370.77	
FGM ARCHITECTS						
652	FGM ARCHITECTS	21-3278.01-7	PROJECT #21-3278.01 PROFES	05/16/2022	68,780.00	400-75-65020 FGM Building Improvements
	Total FGM ARCHITECTS:				68,780.00	
FIRE SAFETY USA						
651	FIRE SAFETY USA	159472	WATER RESCUE SUITS & HELM	05/18/2022	1,425.00	100-35-64110 Small Equipment
	Total FIRE SAFETY USA:				1,425.00	
FIRE SERVICE INC.						
3900	FIRE SERVICE INC.	WI-1060	UNIT E-32; AIR TANK	05/18/2022	950.23	100-35-63300 Vehicle Repairs & Maintenance
	Total FIRE SERVICE INC.:				950.23	
FOTH INFRASTRUCTURE & ENVIRO, LLC						
666	FOTH INFRASTRUCTURE & EN	77953	TID #4 PHASE 4 - HINTZ	05/25/2022	153.00	414-00-61000 Professional Services
	Total FOTH INFRASTRUCTURE & ENVIRO, LLC:				153.00	
FOX VALLEY TECH COLLEGE						
670	FOX VALLEY TECH COLLEGE	70003	2022 LEAP CONFERENCE; S.HE	05/24/2022	235.00	100-31-51300 Education/Training/Conferences

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
	Total FOX VALLEY TECH COLLEGE:				235.00	
FRANKSVILLE AUTOMOTIVE LLC						
679	FRANKSVILLE AUTOMOTIVE LL	000012868	VALVE STEM FOR 2 TIRES	05/18/2022	61.45	100-35-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12978	#215; 4 NEW TIRES	05/24/2022	103.00	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12980	#209; OIL CHANGE	05/26/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13009	#205; OIL CHANGE	05/26/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13021	#217; OIL CHANGE	05/31/2022	60.77	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13033	#210; OIL AND TRANSMISSIONA	06/02/2022	243.00	100-30-63300 Vehicle Repairs & Maintenance
	Total FRANKSVILLE AUTOMOTIVE LLC:				579.46	
GATEWAY TECHNICAL COLLEGE						
703	GATEWAY TECHNICAL COLLEG	27175	ESI; D.TIEGS	06/01/2022	145.50	100-35-51300 Education/Training/Conferences
	Total GATEWAY TECHNICAL COLLEGE:				145.50	
GREG HOPPE EXCAVATING						
758	GREG HOPPE EXCAVATING	050422	BURIAL SERVICES RENDERED	05/23/2022	3,000.00	220-00-61000 Professional Services
	Total GREG HOPPE EXCAVATING:				3,000.00	
GUETZKE & ASSOCIATES, INC.						
767	GUETZKE & ASSOCIATES, INC.	2497905-IN	FIRE ALARM; ANNUAL TEST & I	05/12/2022	235.00	100-43-64240 Building Repairs & Maintenance
	Total GUETZKE & ASSOCIATES, INC.:				235.00	
IMPACT ACQUISITIONS LLC						
838	IMPACT ACQUISITIONS LLC	2563144	PRINTER CHARGE 2/25/22- 05/2	05/31/2022	131.03	100-90-62300 Office Equipment Rental & Main
	Total IMPACT ACQUISITIONS LLC:				131.03	
JOHNS DISPOSAL SERVICE, INC.						
967	JOHNS DISPOSAL SERVICE, IN	867404	MAY-22 CONTRACTED BILLING	05/26/2022	88,021.60	240-00-62100 Contracted Services
967	JOHNS DISPOSAL SERVICE, IN	867404	MAY-22 CONTRACTED BILLING	05/26/2022	43,307.88	241-00-62100 Contracted Services
	Total JOHNS DISPOSAL SERVICE, INC.:				131,329.48	
K & M TIRES DELPHOS						
1022	K & M TIRES DELPHOS	421994504	8 TIRES	05/25/2022	1,246.40	100-30-63300 Vehicle Repairs & Maintenance
	Total K & M TIRES DELPHOS:				1,246.40	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
KORTENDICK HARDWARE						
1096	KORTENDICK HARDWARE	150081	TRASH BAGS	05/13/2022	61.16	221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	150094	E-12; MISC SPRINGS AND FAST	05/18/2022	6.64	100-35-64110 Small Equipment
1096	KORTENDICK HARDWARE	150259	TRASH BAGS	05/20/2022	45.87	221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	150259	PAINT	05/20/2022	39.59	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150264	SAW BLADE	05/20/2022	34.18	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150307	PAINT BRUSH, SAWZALL BLAD	05/23/2022	57.56	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150338	LIQUID PLUMBER	06/02/2022	17.26	100-30-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	150402	E-11; TRIM MOUNTING TAPE	06/01/2022	7.73	100-35-63300 Vehicle Repairs & Maintenance
1096	KORTENDICK HARDWARE	150410	PAINT BRUSH & PAINT	05/26/2022	84.53	221-00-64070 Work Supplies
	Total KORTENDICK HARDWARE:				354.52	
LIAM DOHERTY						
9223	LIAM DOHERTY	RECEIPT #700	ZONING SIGN REFUND - LIAM D	05/10/2022	50.00	100-00-44400 Zoning Permits
	Total LIAM DOHERTY:				50.00	
MANO FENCING, LLC						
1214	MANO FENCING, LLC	2469	GORNEY PARK; BACKSTOP RE	05/17/2022	1,800.00	221-00-64240 Building Repairs & Maintenance
	Total MANO FENCING, LLC:				1,800.00	
MAYER REPAIR						
1260	MAYER REPAIR	17068s	MED-32; REPAIRS	05/18/2022	3,167.80	100-35-63300 Vehicle Repairs & Maintenance
	Total MAYER REPAIR:				3,167.80	
MEDLINE INDUSTRIES, LP						
9225	MEDLINE INDUSTRIES, LP	2211558206	MEDICAL SUPPLIES	06/01/2022	205.08	100-35-64280 Medical Supplies
9225	MEDLINE INDUSTRIES, LP	2211558207	MEDICAL SUPPLIES	06/01/2022	111.39	100-35-64280 Medical Supplies
	Total MEDLINE INDUSTRIES, LP:				316.47	
MENARDS RACINE						
1281	MENARDS RACINE	42072	TRIPOD	05/16/2022	19.99	100-41-64070 Work Supplies
1281	MENARDS RACINE	42629	MOWER AND TRIMMER PARTS	05/18/2022	29.74	100-35-64250 Equipment Repairs & Maintenanc
	Total MENARDS RACINE:				49.73	
MILWAUKEE LIGHTBULBS						
1337	MILWAUKEE LIGHTBULBS	0246731-IN	LIGHTBULBS FOR POLICE DEP	06/02/2022	58.32	100-30-64240 Building Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
	Total MILWAUKEE LIGHTBULBS:				58.32	
MOBILE REDUCTION SPECIALISTS						
1345	MOBILE REDUCTION SPECIALI	68209	(2) 30 YARD CONTAINERS -- 5/9/	05/17/2022	850.00	241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	68240	(1) 30 YARD CONTAINERS -- 5/1	05/16/2022	425.00	241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	68289	(3) 30 YARD CONTAINERS -- 5/1	05/17/2022	1,275.00	241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	68314	HRS BRUSH SHREDDING -- 5/1	05/20/2022	3,675.00	241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	68339	(3) 30 YARD CONTAINERS -- 5/2	05/24/2022	1,275.00	241-00-62800 Waste Disposal
	Total MOBILE REDUCTION SPECIALISTS:				7,500.00	
NASSCO, INC.						
1371	NASSCO, INC.	6160835	SIGNARTY SOAP - VILLAGE	05/17/2022	348.99	100-43-64100 Janitorial Supplies
1371	NASSCO, INC.	6162471	JUMBO BATH TISSUE & FUEL	05/20/2022	90.85	100-43-64100 Janitorial Supplies
1371	NASSCO, INC.	6163573	C-FOLD TOWELS & FUEL SUR	05/24/2022	312.99	100-43-64100 Janitorial Supplies
	Total NASSCO, INC.:				752.83	
PATS SERVICES INC.						
1462	PATS SERVICES INC.	A-231981	PORTABLE TOILET AT YARDWA	05/20/2022	120.00	241-00-62100 Contracted Services
	Total PATS SERVICES INC.:				120.00	
PBBS EQUIPMENT						
1465	PBBS EQUIPMENT	249395	ANNUAL BOILER CLEANING; LA	06/01/2022	585.00	100-35-64240 Building Repairs & Maintenance
1465	PBBS EQUIPMENT	249405	ST 11; BOILER MAINTENANCE	06/01/2022	502.18	100-35-64240 Building Repairs & Maintenance
	Total PBBS EQUIPMENT:				1,087.18	
PTM DOCUMENT SYSTEMS						
370	PTM DOCUMENT SYSTEMS	0081372	W2 AND 1099 FORMS	05/16/2022	322.68	100-14-64070 Work Supplies
370	PTM DOCUMENT SYSTEMS	0082635	W2 AND 1099 SALES TAX CRED	05/16/2022	15.39-	100-14-64070 Work Supplies
	Total PTM DOCUMENT SYSTEMS:				307.29	
RACINE COUNTY TREASURER						
1561	RACINE COUNTY TREASURER	052022	MAY 2022 COURT FINES	05/31/2022	4,050.94	100-00-45110 Muni Court Fines
	Total RACINE COUNTY TREASURER:				4,050.94	
RDS TRUCK SERVICE INC.						
1603	RDS TRUCK SERVICE INC.	00052100	#48; COOLANT TUBES	05/16/2022	500.61	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00052101	#48; 2 SETS BRAKE SHOES	05/16/2022	150.08	100-41-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
1603	RDS TRUCK SERVICE INC.	00052112	#18; BRAKE DRUMS	05/17/2022	595.64	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00052152	#17; NEW BACKUP ALARM	05/20/2022	47.60	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00052199	5" MUFFLER CLAMPS	05/31/2022	17.60	100-41-63300 Vehicle Repairs & Maintenance
	Total RDS TRUCK SERVICE INC.:				1,311.53	
ROSE PEST SOLUTIONS						
1701	ROSE PEST SOLUTIONS	3028898	APR-22; INITIAL PEST CONTRO	05/04/2022	245.00	100-30-64240 Building Repairs & Maintenance
1701	ROSE PEST SOLUTIONS	3032722	QUARTERLY PEST CONTROL -	05/25/2022	68.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	3032723	QUARTERLY PEST CONTROL -	05/25/2022	68.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	3032724	QUARTERLY PEST CONTROL -	05/25/2022	68.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	3073461	JUN-22; MONTHLY PEST CONT	06/02/2022	65.00	100-30-64240 Building Repairs & Maintenance
	Total ROSE PEST SOLUTIONS:				514.00	
ROSS LANDCARE						
1945	ROSS LANDCARE	3272	18 YDS BLACK DIRT	05/24/2022	414.00	100-41-64090 Road Maintenance Materials
	Total ROSS LANDCARE:				414.00	
SHRED-IT USA						
1800	SHRED-IT USA	1000348605	FEB-22; SHREDDING SERVICE	02/25/2022	18.83	100-30-62100 Contracted Services
1800	SHRED-IT USA	8000831263	1 -- ON SITE SHRED CONTAINE	01/25/2022	18.95	100-43-62100 Contracted Services
1800	SHRED-IT USA	8000831384	JAN-22; MONTHLY SHREDDING	01/25/2022	18.95	100-30-62100 Contracted Services
1800	SHRED-IT USA	8001031435	1 -- ON SITE SHRED CONTAINE	02/25/2022	18.83	100-43-62100 Contracted Services
1800	SHRED-IT USA	8001225183	1 -- ON SITE SHRED CONTAINE	03/25/2022	18.95	100-43-62100 Contracted Services
1800	SHRED-IT USA	8001225307	MAR-22; SHREDDING SERVICE	03/25/2022	18.95	100-30-62100 Contracted Services
1800	SHRED-IT USA	8001431623	APR-22; SHREDDING SERVICE	04/25/2022	19.97	100-30-62100 Contracted Services
1800	SHRED-IT USA	8001566626	APR-22; SHREDDING SERVICE	05/18/2022	53.69	100-35-62100 Contracted Services
1800	SHRED-IT USA	8001630822	MAY-22; SHREDDING SERVICE	05/25/2022	20.05	100-30-62100 Contracted Services
	Total SHRED-IT USA:				207.17	
SIRCHIE FINGER PRINT LABS						
1808	SIRCHIE FINGER PRINT LABS	0545444-IN	FINGERPRINT SUPPLIES	06/02/2022	392.48	100-30-64070 Work Supplies
	Total SIRCHIE FINGER PRINT LABS:				392.48	
SOUTHPORT ENGINEERED SYSTEMS, LLC						
1826	SOUTHPORT ENGINEERED SY	W43285	STATION 11; A/C SERVICE CALL	05/18/2022	198.00	100-35-64240 Building Repairs & Maintenance
	Total SOUTHPORT ENGINEERED SYSTEMS, LLC:				198.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
STATE OF WISCONSIN						
1861	STATE OF WISCONSIN	052022	MAY 2022 COURT FINES	05/31/2022	12,216.46	100-00-45110 Muni Court Fines
	Total STATE OF WISCONSIN:				12,216.46	
STREICHERS						
1895	STREICHERS	I1568625	RADIO POUCHES; FOR NEW HI	05/16/2022	33.98	100-30-50280 Clothing Allowance
	Total STREICHERS:				33.98	
TELEFLEX						
9037	TELEFLEX	9505448293	MEDICAL SUPPLIES; NEEDLES	05/18/2022	608.08	100-35-64280 Medical Supplies
9037	TELEFLEX	9505448294	MEDICAL SUPPLIES; NEEDLES	05/18/2022	557.42	100-35-64280 Medical Supplies
	Total TELEFLEX:				1,165.50	
TYLER TECHNOLOGIES, INC.						
2024	TYLER TECHNOLOGIES, INC.	060-113430	APR-22; BILLING - 13689 (YEAR	05/09/2022	6,702.30	100-90-62150 Assessment Services
	Total TYLER TECHNOLOGIES, INC.:				6,702.30	
ULINE						
2030	ULINE	148527935	VACUUM BAGS	05/04/2022	25.50	100-30-64070 Work Supplies
	Total ULINE:				25.50	
VILLAGE OF MT. PLEASANT						
2082	VILLAGE OF MT. PLEASANT	0041926	STATION 10 BILLING FOR 1ST Q	05/04/2022	2,424.14	100-35-64140 Utilities
2082	VILLAGE OF MT. PLEASANT	0041926	STATION 10 BILLING FOR 1ST Q	05/04/2022	324.74	100-35-64100 Janitorial Supplies
2082	VILLAGE OF MT. PLEASANT	0041926	STATION 10 BILLING FOR 1ST Q	05/04/2022	402.95	100-35-64070 Work Supplies
2082	VILLAGE OF MT. PLEASANT	0041926	STATION 10 BILLING FOR 1ST Q	05/04/2022	670.68	100-35-64240 Building Repairs & Maintenance
2082	VILLAGE OF MT. PLEASANT	0041926	STATION 10 BILLING FOR 1ST Q	05/04/2022	63.98	100-35-64280 Medical Supplies
	Total VILLAGE OF MT. PLEASANT:				3,886.49	
VON BRIESEN & ROPER SC						
2091	VON BRIESEN & ROPER SC	391517	APR-22; ERIE STREET PROFES	05/17/2022	1,870.00	415-00-61000 Professional Services
2091	VON BRIESEN & ROPER SC	391518	APRIL 30, 2022; SOUTH HILLS P	05/17/2022	7,395.00	414-00-61000 Professional Services
	Total VON BRIESEN & ROPER SC:				9,265.00	
WAUKESHA COUNTY TECHNICAL COLLEGE						
2106	WAUKESHA COUNTY TECHNIC	S0771405	BIKE TRAINING; SWAT TRAININ	06/02/2022	1,295.00	100-30-51300 Education/Training/Conferences

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
	Total WAUKESHA COUNTY TECHNICAL COLLEGE:				1,295.00	
WEST ALLIS BLUEPRINT						
2127	WEST ALLIS BLUEPRINT	161893	CANNON CONTRACT AND INK	05/11/2022	107.35	100-43-62100 Contracted Services
	Total WEST ALLIS BLUEPRINT:				107.35	
	Grand Totals:				571,944.13	

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD						
2434	US BANK CORPORATE CARD	NEVCO SPORTS, INC.	084877	RETURN; BASEBALL SCORE B	221-00-64070 Work Supplies	1,015.01-
2434	US BANK CORPORATE CARD	FABICK CAT	PIMK0178978	#55; RETURNED PARTS	100-41-63300 Vehicle Repairs & Maintenance	159.95-
2434	US BANK CORPORATE CARD	AMAZON	113-4286921-3	REFUND - HANGING FOLDERS	100-12-64030 Office Supplies	35.98-
2434	US BANK CORPORATE CARD	FABICK CAT	MKC127963	#55; PIN	100-41-64250 Equipment Repairs & Maintenanc	4.19
2434	US BANK CORPORATE CARD	FACEBOOK	503810020297	FACEBOOK AD; SPRINKLER SY	100-35-51300 Education/Training/Conferences	5.00
2434	US BANK CORPORATE CARD	AMAZON	113-0633121-4	BLACK INKJOY PENS	100-42-64030 Office Supplies	8.48
2434	US BANK CORPORATE CARD	AMAZON	113-4864712-5	MEAD NOTE PAD	100-42-64070 Work Supplies	8.48
2434	US BANK CORPORATE CARD	FABICK CAT	PIMK0176943	#55; RETAINER	100-41-64250 Equipment Repairs & Maintenanc	9.59
2434	US BANK CORPORATE CARD	FACEBOOK	504909159853	FACEBOOK AD; SPRINKLER SY	100-35-51300 Education/Training/Conferences	10.00
2434	US BANK CORPORATE CARD	FACEBOOK	506401697704	FACEBOOK AD; SPRINKLER SY	100-35-51300 Education/Training/Conferences	10.00
2434	US BANK CORPORATE CARD	AMAZON	114-6974156-7	E-11; TPS BATTERIES	100-35-64110 Small Equipment	10.99
2434	US BANK CORPORATE CARD	US POSTAL SERVICE	840-55300807-	REGISTERED MAIL	220-00-64070 Work Supplies	14.33
2434	US BANK CORPORATE CARD	FARM & FLEET	2336051222	STATION 12; LAWNMOWER BEL	100-35-64240 Building Repairs & Maintenance	14.99
2434	US BANK CORPORATE CARD	FACEBOOK	511452970866	MAY-22; FACEBOOK AD; SPRIN	100-35-51300 Education/Training/Conferences	15.00
2434	US BANK CORPORATE CARD	AMAZON	113-7223748-6	CLERKS - HANGING FOLDERS	100-12-64030 Office Supplies	16.64
2434	US BANK CORPORATE CARD	AMAZON	113-9621023-7	4X4 POST-ITS	100-60-64030 Office Supplies	17.98
2434	US BANK CORPORATE CARD	AMAZON	114-5265042-5	E-11; EXTRICATION TOOLS	100-35-64110 Small Equipment	18.98
2434	US BANK CORPORATE CARD	JOURNAL TIMES	95330	ORDINANCE 2022-08	100-11-64010 Notifications/Publications	20.54
2434	US BANK CORPORATE CARD	AMAZON	113-4864712-5	AA-BATTERIES	100-40-64030 Office Supplies	20.57
2434	US BANK CORPORATE CARD	AMAZON	111-3950190-7	SAFETY GOGGLES	100-30-64070 Work Supplies	22.59
2434	US BANK CORPORATE CARD	LOVE S TRAVEL	050222	FUEL; EMPLOYEE TRAINING C	100-35-63200 Fuel, Oil, Fluids	24.99
2434	US BANK CORPORATE CARD	AMAZON	114-8213337-9	BINDERS; DIVIDERS	100-30-64030 Office Supplies	25.15
2434	US BANK CORPORATE CARD	AMAZON	114-3894534-2	BOX TAPE; COMPUTER MOUSE	100-30-64030 Office Supplies	25.94
2434	US BANK CORPORATE CARD	AMAZON	112-0100098-8	WIRE CUTTER TOOL	100-41-64070 Work Supplies	25.98
2434	US BANK CORPORATE CARD	AMAZON	111-7889306-1	VEHICLE ODOR ELIMINATOR	100-30-63300 Vehicle Repairs & Maintenance	28.42
2434	US BANK CORPORATE CARD	ZOOM	INV149670216	MAY-JUN 2022; VIDEO CONFER	100-60-61000 Professional Services	29.98
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	D56668	PAILS FOR STRIPING	100-41-64090 Road Maintenance Materials	30.88
2434	US BANK CORPORATE CARD	AMAZON	111-1365714-9	BATTERIES; POST IT NOTES	100-30-64030 Office Supplies	31.17
2434	US BANK CORPORATE CARD	AMAZON	114-0624747-5	STATION 11 & 12; LAWNMOWER	100-35-64250 Equipment Repairs & Maintenanc	31.30
2434	US BANK CORPORATE CARD	AMAZON	114245944035	STATION 11; SQUEEGE	100-35-64110 Small Equipment	31.56
2434	US BANK CORPORATE CARD	AMAZON	112-7257619-0	NOTARY STAMP DELIVERED M	100-11-64030 Office Supplies	33.96
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WINWOR0188	05/06/2022 WI ONLINE RECORD	100-11-61000 Professional Services	35.00
2434	US BANK CORPORATE CARD	AMAZON	111-6464456-5	TYVEK SUITS	100-30-64070 Work Supplies	35.16
2434	US BANK CORPORATE CARD	AMAZON	114697880801	M-11 & M-22 IPAD CASES	100-35-64070 Work Supplies	35.97
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC048457	.28 TON COLD PATCH	100-41-64090 Road Maintenance Materials	42.98
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	114-6109522-9	PAPER 3HOLE PUNCH	100-11-64030 Office Supplies	48.21
2434	US BANK CORPORATE CARD	AMAZON	112-5384021-1	LED WORK LIGHTS	100-41-63300 Vehicle Repairs & Maintenance	51.63
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	114-8764916-1	SEWER CAMERA FLASH DRIVE	501-00-64240 Building Repairs & Maintenance	52.48
2434	US BANK CORPORATE CARD	DICKS SPORTING GOODS	S-00753	LEAGUE SPORT SUPPLIES	221-00-64070 Work Supplies	53.75
2434	US BANK CORPORATE CARD	AMAZON	111-9336191-4	HAZMAT SUITS	100-30-64070 Work Supplies	53.97

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	AMAZON	114-9338636-6	MIH & PUB ED; FOLDING TABLE	250-35-64193 Fire Dept Donations - Pub Ed	55.35
2434	US BANK CORPORATE CARD	SHELLOIL 1008291005	558130	SWIFT WATER TRAINING; FUEL	100-35-63200 Fuel, Oil, Fluids	69.38
2434	US BANK CORPORATE CARD	AMAZON	113-2172244-7	DRY ERASE BOARD & MESH S	502-00-64030 Office Supplies	70.42
2434	US BANK CORPORATE CARD	AMAZON	112-5871226-5	DISINFECTANT FLOOR CLEANE	100-35-64100 Janitorial Supplies	70.62
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	114-8300020-7	TONER CARTRIDGE	100-11-64030 Office Supplies	72.89
2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-20220	APR-22; MONTHLY TLO USUAG	100-30-62100 Contracted Services	75.00
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC048575	.49 TON OF COLD PATCH	100-41-64090 Road Maintenance Materials	75.22
2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	14873 APRIL 2	APR-22; CAR PARTS	100-41-64070 Work Supplies	77.75
2434	US BANK CORPORATE CARD	AMAZON	111205173628	RECRIPROCATING SAW BLADE	100-35-64070 Work Supplies	79.49
2434	US BANK CORPORATE CARD	FARM & FLEET	609854	WATER SOFTENER PELLETS &	100-35-64100 Janitorial Supplies	89.53
2434	US BANK CORPORATE CARD	EEZ RV PRODUCTS	R805057596	E-11; TIRE PRESSURE SENSOR	100-35-64110 Small Equipment	90.15
2434	US BANK CORPORATE CARD	HUMPHREY SERVICE PARTS	1272388	#38; EXHAUST PIPE	100-41-63300 Vehicle Repairs & Maintenance	90.68
2434	US BANK CORPORATE CARD	AMAZON	112-3819072-7	TRASH CAN WITH DOLLY	100-35-64100 Janitorial Supplies	92.63
2434	US BANK CORPORATE CARD	ROLAND MACHINERY CO.	40108503	#22; AIR RAM FOR TAILGATE	100-41-63300 Vehicle Repairs & Maintenance	94.53
2434	US BANK CORPORATE CARD	WISC STATE FIRE CHIEFS ASS	05132022	2022 WSFCA MEMBERSHIP; J.H	100-35-51320 Memberships/Dues	95.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	94535	PUBLIC HEARING	100-60-64010 Notifications/Publications	98.63
2434	US BANK CORPORATE CARD	AMAZON	114491282787	PUBLIC EDUCATION; LOGO TA	250-35-64193 Fire Dept Donations - Pub Ed	100.50
2434	US BANK CORPORATE CARD	SMARSH, INC.	INV00705034	MAR-22; CELL PHONE AND TEX	501-00-64320 IT Infrastructure	102.27
2434	US BANK CORPORATE CARD	SMARSH, INC.	INV00705034	MAR-22; CELL PHONE AND TEX	500-00-64320 IT Infrastructure	102.28
2434	US BANK CORPORATE CARD	CDW GOVERNMENT	W850294	EXTERNAL HARDDRIVE - ENGI	100-40-64070 Work Supplies	106.46
2434	US BANK CORPORATE CARD	EPOLICESUPPLY.COM	1000210168	SPARE 'CHIEF" BADGE FOR ST	100-30-50280 Clothing Allowance	114.98
2434	US BANK CORPORATE CARD	LS VELOCITY CYCLING	220000035799	POLICE BIKE REPAIRS	100-30-64070 Work Supplies	119.68
2434	US BANK CORPORATE CARD	AMAZON	111227543062	STATION 11; AIR COMPRESSOR	100-35-64250 Equipment Repairs & Maintenanc	123.99
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC048520	.82 TON OF COLD PATCH	100-41-64090 Road Maintenance Materials	125.87
2434	US BANK CORPORATE CARD	RITTERTECH	B32267-001	MISC HDYRALUAC FITTINGS	100-41-64250 Equipment Repairs & Maintenanc	126.97
2434	US BANK CORPORATE CARD	AMAZON	112-5992445-7	#22; AIR CYLINDER	100-41-64250 Equipment Repairs & Maintenanc	135.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	94534	BOARD OF APPEALS 3147 STH	100-60-64010 Notifications/Publications	137.98
2434	US BANK CORPORATE CARD	AMAZON	114-7359503-1	KEYBOARD TRAY. RESTPAD; C	100-30-64030 Office Supplies	138.97
2434	US BANK CORPORATE CARD	AMAZON	113-4864712-5	8.5 X 11 PAPER	100-13-64030 Office Supplies	152.42
2434	US BANK CORPORATE CARD	HUMPHREY SERVICE PARTS	1271846	BULK ELECTROICAL CONNECT	100-21940-000 Accrued Expenses-Credit Card	157.73
2434	US BANK CORPORATE CARD	COPPERLEAF BOUTIQUE	641189243	APWA CONFERENCE; R.SCHMI	100-42-51300 Education/Training/Conferences	170.00
2434	US BANK CORPORATE CARD	AMAZON	114-2715004-4	MIH & PUB ED; TV	250-35-64193 Fire Dept Donations - Pub Ed	170.99
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SCO48478	1.18 TON COLD PATCH	100-41-64090 Road Maintenance Materials	181.13
2434	US BANK CORPORATE CARD	HUMPHREY SERVICE PARTS	1271964	#22; AIR CYLINDER	100-41-63300 Vehicle Repairs & Maintenance	198.83
2434	US BANK CORPORATE CARD	CERTIFIED LABORATORIES	7735607	PENETRATING OIL	100-41-63200 Fuel, Oil, Fluids	201.50
2434	US BANK CORPORATE CARD	EB 2022 APA-WISCONSIN	331900084020	STATE PLANNING CONFERENC	100-60-51300 Education/Training/Conferences	225.00
2434	US BANK CORPORATE CARD	WISCONSIN POLICE LEADERS	7342	CONFERENCE REGISTRATION;	100-30-51300 Education/Training/Conferences	225.00
2434	US BANK CORPORATE CARD	CALEDONIA FEED & SUPPLY	56423	50 LBS GRASS SEED	100-41-64090 Road Maintenance Materials	230.50
2434	US BANK CORPORATE CARD	FABICK CAT	PIMK0177328	#55; TOOTH FOR LOADER	100-41-64250 Equipment Repairs & Maintenanc	235.78
2434	US BANK CORPORATE CARD	TAPCO	I723576	WHITE MARKING POSTS	100-41-64090 Road Maintenance Materials	247.26
2434	US BANK CORPORATE CARD	ICAFE INC.	WAUINV02074	REBUILD PAINT GUNS	100-41-64090 Road Maintenance Materials	265.37

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	TDS METROCOM	050122	05/21/2022 TDS PHONE CHARG	500-00-64150 Communication Services	282.04
2434	US BANK CORPORATE CARD	TDS METROCOM	050122	05/21/2022 TDS PHONE CHARG	501-00-64150 Communication Services	282.04
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	400494	4 MI. STORM WATER PUMP & F	502-00-64240 Building Repairs & Maintenance	302.33
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2336430	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	307.39
2434	US BANK CORPORATE CARD	AT & T	414R05002104	APR-MAY 2022; COMMUNICATI	100-43-64150 Communication Services	395.02
2434	US BANK CORPORATE CARD	HENRY SCHEIN	19022385,1926	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	490.50
2434	US BANK CORPORATE CARD	UW LOCAL GOV EDUCATION	071122	2022 CLERKS AND TREASURE	100-11-51300 Education/Training/Conferences	499.00
2434	US BANK CORPORATE CARD	APPLE.COM	R535264516	M-22; REPAIR IPAD SCREEN	100-35-64070 Work Supplies	499.00
2434	US BANK CORPORATE CARD	EPIC SPORTS	6230340	SOFTBALLS FOR LEAGUE	221-00-64070 Work Supplies	501.15
2434	US BANK CORPORATE CARD	HENRY SCHEIN	19836780	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	532.26
2434	US BANK CORPORATE CARD	MU	862000033220	HUMANE OFC TRAINING; GELD	100-30-51300 Education/Training/Conferences	575.00
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501050	MAY-22; TELEPHONE/INTERNE	100-43-64150 Communication Services	620.36
2434	US BANK CORPORATE CARD	ACH - QUADIENT FINANCE USA	N9377913	MAY-AUG 2022; POSTAGE MAC	100-11-64040 Postage & Shipping	690.69
2434	US BANK CORPORATE CARD	ARAMARK	860112340 042	MAR-22; UNIFORMS	100-35-62100 Contracted Services	745.54
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2339388	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	765.98
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	CS713041	HOODS CREEK L.S. TRANSDU	501-00-64240 Building Repairs & Maintenance	800.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	CS713041	4 MILE RD STORM L.S. TRANSD	502-00-64240 Building Repairs & Maintenance	800.00
2434	US BANK CORPORATE CARD	AT & T	287299115248	04/23/2022 VILLAGE FIRSTNET	100-43-64150 Communication Services	820.96
2434	US BANK CORPORATE CARD	MILWAUKEE POWER SPORTS	4001485	UTV DOWN PAYMENT	250-35-64196 Fire Dept - UTV Expenses	1,000.00
2434	US BANK CORPORATE CARD	NEVCO SPORTS, INC.	CM-0024175	CRAWFORD PARK SCOREBOA	221-00-64250 Equipment Repairs & Maintenanc	1,044.99
2434	US BANK CORPORATE CARD	ARAMARK	6240005757, 7	APR-22; UNIFORMS	100-35-62100 Contracted Services	1,096.50
2434	US BANK CORPORATE CARD	AT & T	287299115248	04/23/2022 FIRE DEPT. FIRSTNE	100-35-64150 Telephone	1,106.49
2434	US BANK CORPORATE CARD	DMI DELL	200809393491	COMPUTER; SUMMER INTERN	502-00-65060 Computer Hardware	1,454.00
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441605022	05/02/2022 SPECTRUM CHARG	100-43-64150 Communication Services	1,630.76
2434	US BANK CORPORATE CARD	AT & T	287299115248	04/23/2022 POLICE FIRSTNET C	100-30-64150 Communication Services	1,641.89
2434	US BANK CORPORATE CARD	UWCC REGISTRATIONS	564860	ONLINE TRAINING; EFFECTIVE	502-00-51300 Education/Training/Conferences	1,995.00
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SCO48501	4500 LBS ROAD TAR	100-41-64090 Road Maintenance Materials	2,745.70
	Total US BANK CORPORATE CARD:					28,764.21
	Grand Totals:					28,764.21

CLASS A BEER – LIMITED LIABILITY COMPANY

Speedway, LLC
Trade Name: Speedway 4450
4960 Douglas Ave., Racine, WI 53402
Agent: Dani Davis – 4629 Pilgrim Dr., Racine, WI 53404

CLASS A COMBINATION - CORPORATION

Walgreen Co
Trade Name: Walgreens #06243
5005 Douglas Ave., Racine, WI 53402
Agent: Martin Sievert – 3343 W. Vogel Avenue, Greenfield, WI 53221

Casey's Marketing Company
Trade Name: Casey's General Store #3788
1306 4 Mile Rd, Racine, WI 53402
Agent: Anthony Hawkes, 538 Biese St., Combined Locks, WI 54113

CLASS A COMBINATION – LIMITED LIABILITY COMPANY

Franksville Liquors, Ltd.
Trade Name: Ayras Franksville
10502 Northwestern Ave., Franksville, WI 53126
Agent: Fahim Ajmeri – 6603 Open Meadow Rd, Racine, WI 53402

SAIFI, LLC
Trade Name: Ayra's Liquor & Cigar
6900 Hwy 31, Racine, WI 53402
Agent: Saifi Ajmeri – 1617 Shore Dr., Racine, WI 53402

Rehmat, LLC
Trade Name: Deli-Food Xpress
3100 – 6 Mile Rd., Racine, WI 53402
Agent: Chirag Ajmeri - 2714 – 4 ½ Mile Rd., Racine, WI 53402

Mega Marts, LLC
Trade Name: Pick 'n Save #6378
5111 Douglas Ave., Racine, WI 53402
Agent: Karen Prudhom, 3711 Meadow Rose Ct., Franksville, WI 53126

Jeevan, LLC
Trade Name: Arbee's Liquor Store
4606 Douglas Ave., Racine, WI 53402
Agent: Priyank Patel – 3550 Wood Road, Racine, WI 53406

CLASS B COMBINATION - CORPORATION

Mulligan's Mini Golf, Inc.
Trade Name: Buddy's Sports Grill
6633 Douglas Ave., Racine, WI 53402
Agent: Stanley J. Matson – 5521 Whirlaway Ln., Racine, WI 53402

Mileager's, Inc.
Trade Name: Mileager's, Inc.
4838 Douglas Avenue, Racine, WI 53402
Agent: Kevin D. Mileager - 6007 Erie St., Racine, WI 53402

Bear Country, Inc.
Trade Name: Bear Paw Beach.
10006 7 Mile Road, Caledonia, WI 53108
Agent: Theresa Isaacson – 10602 S. Greenbay Dr., Oak Creek, WI 53154

The Depot Inc.
Trade Name: The Depot Bar & Grill
11402 Hwy G, Caledonia WI 53108
Agent: Mark G. Gracyalny – 13140 4 Mile Rd, Franksville WI 53126

DeMark Enterprises, Inc.
Trade Name: Oh! Dennis Saloon & Charcoal House
4301 Douglas Ave., Racine, WI 53402
Agent: Jo Ann DeMark - 3657 Hennepin Place, Racine, WI 53402

CLASS B COMBINATION – LIMITED LIABILITY COMPANY

Dukes Corner Connection
Trade Name: Duke's Corner Connection
6961 Douglas Ave., Racine, WI 53402
Agent: Dusan Jankovic – 7854 55th Avenue, Kenosha WI 53142

G&C's Meet Market Bar & Grill
Trade Name: G&C's Meet Market Bar & Grill
3120 Roberts St., Franksville, WI 53126
Agent: Colin Kyrle Pankow, Sr. – 3148 Roberts St., Franksville 53126

Stallion on 38 LLC
Trade Name: Tailgaters
7641 Hwy 38, Caledonia, WI 53108
Agent: Hasan Salem – 3730 E. American Ave., Oak Creek, WI 53154

Brossman's Bar, LLC
Trade Name: Brossman's Bar
3241 Hwy H, Franksville WI 53126
Agent: Ronald Keith Brossman, Sr., 829 Augusta St., Racine, WI 53402

Meadows Family Restaurant, Inc.
Trade Name: Meadows Family Restaurant
10615 Northwestern Ave., Franksville, WI 53126
Agent: Christine Peterson – 1339 Tallgrass Ln., Mount Pleasant, WI 53406

RESOLUTION NO. 2022-63

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT AND APPROVAL OF A BUILDING, SITE, AND OPERATIONS PLAN TO ALLOW THE OPERATION OF A PUBLIC SAFETY BUILDING FOR THE PARCEL LOCATED 5043 CHESTER LANE, RACINE COUNTY, VILLAGE OF CALEDONIA, APPLICANT AND OWNER

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

WHEREAS, the Village of Caledonia requested a conditional use permit to operate a public safety building (police and fire station) for the parcel located at 5043 Chester Lane, Village of Caledonia, Owner; Parcel ID No.: 104-04-23-20-123-000.

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the request, subject to the conditions attached hereto as **Exhibit A,** and the Village Board considers the proposed use proper for the following reasons:

1. The proposed use is allowed through the conditional use review process.
2. The proposed use of the property is consistent with the existing governmental use of the property and governmental uses should be encouraged in this area.
3. The proposed public safety building will improve police and fire services by providing an upgraded facility in a location that best serves residents.

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

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs
Village President

Attest:_____
Joslyn Hoeffert
Village Clerk

Exhibit A:
Village of Caledonia Public Safety Building
Conditions and Restrictions

Applicant: Village of Caledonia
Property Address(es): 5043 Chester Lane
Parcel ID Nos.: 104-04-23-20-123-000

Approved by Plan Commission: _____
Approved by Village Board: _____

1. LEGAL DESCRIPTION

That part of the West 50 acres of the South 60 acres of the West 1/2 of the Southeast 1/4 of Section 20, Township 4 North, Range 23 East, bounded as follows: Begin on the South line of said Southeast 1/4 at a point located 401 feet East of the Southwest corner of said Southeast 1/4; run thence North parallel to the West line of said Southeast 1/4, 330 feet; thence West parallel to the South line of said Southeast 1/4,236 feet; thence North 330 feet; thence West parallel to the South line of said Southeast 1/4,165 feet to the North and South 1/4 line of said Section 20; thence North along the North and South 1/4 line to the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4; thence East along the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 to a point, 221 feet West of the East line of said West 1/2 of the Southeast 1/4; thence South to a point 220 feet West of the Southeast corner of the Northwest 1/4 of the Southeast 1/4; thence West 109.9 feet; thence South 996.8 feet to a point, 330 feet North of the South line of said Southeast 1/4; thence West 399.82 feet; thence South 330 feet to the South line of said Southeast 1/4; thence West along said South line, 224.5 feet to the place of beginning. ALSO that part of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 4 North, Range 23 East, bounded as follows: Begin at the Northeast corner of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section; run thence West 221 feet; thence South to a point 220 feet West of the Southeast corner of the Northwest 1/4 of the Southeast 1/4; thence East 220 feet to the Southeast corner of the Northwest 1/4 of the Southeast 1/4; thence North to the place of beginning.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the Village of Caledonia Municipal Code are in effect and apply to this conditional unless modified as set forth herein.

B. The conditional use as set forth in the application, narrative, and site plans received May 24, 2022, are incorporated hereby by reference, and shall be modified to comply with these conditions and restrictions. A precise detailed site plan for the area affected by the conditional use, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits.

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission and Village Board for their review and approval prior to the issuance of a building permit.

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the Caledonia Utility District Board approval. The Utility District Board approval must be received prior to the issuance of any building permits.

E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of these properties.

F. The applicant must record a lot line adjustment for 5043 Chester Lane with the Racine County Register of Deeds prior to building permits being submitted.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

A. Uses allowed on this property shall be limited to those allowed in the R-3, Suburban Residential Zoning District (Sewered), and all applicable sections of the Municipal Code.

B. Operation of a public safety building facility is permitted with conditions set forth.

C. Solid waste collection and recycling shall be the responsibility of the applicant.

D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads, and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way. All building mechanicals will be screened from the public right-of-way.

E. All building mechanicals will be screened from the public right-of-way.

4. PARKING AND ACCESS

A. A Traffic Impact Analysis (TIA) shall be performed and submitted to the Village Engineer for review and approval prior to submitting building permit application. Required roadway improvements and modifications identified in the TIA shall be the responsibility of the applicant and all such improvements shall be installed prior to issuance of any occupancy permits and in accordance with a schedule established by the Village Engineer.

B. The access drive on 4 Mile Road shall be a controlled intersection allowing safe egress for emergency vehicles entering onto 4 Mile Road.

C. The site plan shall include parking stalls with an average of no more than 3.5 parking stalls per 1,000 square feet of institutional building for this development. Parking stall dimensions shall be in accordance with Article VII, Division 5 of the Municipal Code.

5. LIGHTING

Plans for new outdoor lighting shall be submitted for review and approval by the Electrical Inspector and/or Development Director in accordance with Title 16, Chapter 3, Section 3 of the Municipal Code. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.

6. SETBACKS

The external setbacks for the conditional use shall be at least as follows:

	Street Setback	Rear Setback	Side Setback
Principal Structure	100 ft	100 ft	50 ft
Accessory Structure	100 ft	100 ft	100 ft
Parking	25 ft	10 ft	10 ft

7. TIME OF COMPLIANCE

The operator of the conditional use shall commence work in accordance with these Conditions and Restrictions within eighteen (18) months from the date of adoption of the resolution authorizing this Conditional Use. This Conditional Use approval shall expire within eighteen (18) months after the date of adoption of the resolution if a building permit has not been issued for this use and substantial work has not commenced. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

Compliance with all other applicable Village, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated, or referenced, is mandatory.

9. STORMWATER

The applicant 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 Director of Public Services before permits are issued.

10. FIRE DEPARTMENT APPROVAL

Applicant shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.

11. CALEDONIA SEWER AND WATER UTILITY DISTRICTS

Applicant must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required. All buildings shall connect to public sanitary sewer and water prior to occupancy.

12. SIGNAGE

The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Please contact Village Zoning staff for sign regulations and permit procedures. Banners, balloons, flashing, or animated signs are prohibited.

13. 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.

14. 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. All drives shall be paved with asphalt. Parking areas shall be paved. All drives and parking areas shall be maintained in a dust free condition.

15. 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 and any conditions established by subsequent Conditional Use Approvals.

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 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.

17. AMENDMENTS TO THE CONDITIONAL USE

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 Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.

18. BINDING EFFECT

These conditions bind and are applicable to the Applicant, property owner, successor and assigns, owner's association(s) and any other users of the Property with respect to the uses on the Property.

19. VIOLATIONS & PENALTIES

Any violations of the terms of these conditions and restrictions of this Conditional Use shall be subject to enforcement and the issuance of citations in accordance with Village Code of Ordinances. If the owner, applicant, or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the Village shall have the right to initiate revocation procedures for this Conditional Use, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the Village from commencing an action in Racine County Circuit Court to enforce the terms of this Conditional Use or to seek an injunction regarding any violation of this Conditional Use or any other Village ordinances.

20. REVOCATION

Should an applicant, its heirs, successors or assigns and any other users of the property fail to comply with the conditions and restrictions of the approval issued by the Village Board, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in the Municipal Code.

21. AGREEMENT

The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the Village or terminated by mutual agreement of the Village and the owner, and their subsidiaries, related entities, successors, and assigns. Therefore, the Village of Caledonia; its heirs, successors, and assigns, including all users, future owners, occupants, and owner's association(s), are responsible for full compliance with the above conditions.

22. SUBSEQUENT OWNERS

It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

ORDINANCE NO. 2022-10

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 ±92.3 ACRES FROM B-4, PLANNED BUSINESS DISTRICT AND A-2 GENERAL FARMING AND RESIDENTIAL DISTRICT II TO M-3, HEAVY INDUSTRIAL DISTRICT FOR THE PROPERTIES LOCATED DIRECTLY SOUTH OF 10501 NORTHWESTERN AVENUE, PARCEL NOS. 104-04-22-30-038-000 & 104-04-22-30-047-000, VILLAGE OF CALEDONIA, RACINE COUNTY, WI. TOWNE REALTY INC., APPLICANT, BADGER LAND COMPANY, OWNER.

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

A. Request to rezone the ±92.3 acres from B-4, Planned Business District and A-2, General Farming and Residential District II to M-3, Heavy Industrial District for the properties located on Northwestern Avenue directly south of 10501 Northwestern Avenue, Village of Caledonia, Racine County, WI. Towne Realty Inc., Applicant, Badger Land Company, Owner; Parcel Nos.: 104-04-22-30-038-000 & 104-04-22-30-047-000, which is described on the attached **Exhibit A** is approved for the following reasons:

1. Due to the subject property's proximity to the Interstate, industrial uses should be encouraged in this area.

2. The 2035 Land Use Plan designates this property as Industrial/Business Park. The proposed rezoning is in accord with the 2035 Land Use Plan designation for the subject property.

B. That in order to update the zoning map adopted under Section 20-212 of the Racine County Code of Ordinances adopted by the Village of Caledonia under Section 16-1-1(a) of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;

C. That the zoning map be, and hereby is, amended as follows:

The land comprising the rezone of ±92.3 acres located on the parcel located on Northwestern Avenue, directly south of 10501 Northwestern Avenue, Village of Caledonia, Racine County, WI with Parcel ID Nos.: 104-04-22-30-038-000 & 104-04-22-30-047-000 which is legally described on the attached **Exhibit A** shall be rezoned from: B-4, Planned Business District and A-2, General Farming and Residential District II to M-3, Heavy Industrial District.

D. That the Village Clerk shall cause the official Zoning Map of the Village of Caledonia to be amended to reflect the amendment to the zoning classification adopted herein.

E. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

Adopted by the Village Board of the Village of Caledonia this ___ day of June, 2022.

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs

Village President

Attest:

_____

Joslyn Hoeffert

Village Clerk

Exhibit A:
Plat of Survey with Legal Description
Parcel ID Nos. 104-04-22-30-038-000 & 104-04-22-30-047-000

LEGAL DESCRIPTION:

AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY - WISCONSIN TITLE SERVICE COMPANY COMMITMENT NUMBER 2008A0552 WITH AN EFFECTIVE DATE OF AUGUST 18, 2020.

PARCEL I:
That part of the North One-half (1/2) of the Southwest One-quarter (1/4) of Section Thirty (30), in Township Four (4) North, Range Twenty-two (22) East, in the Village of Caledonia, Racine County, Wisconsin, bounded as follows: Commence at a point on the North-South 1/4 line of said Section 30 located South 01°04'21" East 1324.11 feet from a cast iron monument with a brass cap marking the center of said Section 30; run thence South 89°26'42" West 33.00 feet on the South line of the North 1/2 of said Southwest ¼ Section to a 1" diameter iron pipe stake marking the point of beginning of this description; run thence South 89°26'42" West 1815.57 feet to a 1" diameter iron pipe stake; thence North 00°43'27" West 830.09 feet, parallel with the West line of said Southwest 1/4 Section to a 1" diameter iron pipe stake; thence North 89°16'42" East 273.99 feet to a 1" diameter iron pipe stake; thence South 77°16'48" East 225.33 feet to a diameter iron pipe stake; thence South 70°25'25" East 60.00 feet to a 1" diameter iron pipe stake; thence North 21°25'13" East 211.06 feet to a 1" diameter iron pipe stake on the South line of C.T.H. "K" at a point on a curve of Northeasterly convexity whose radius is 4227.18 feet and whose chord bears South 65°33'57" East 1308.25 feet; thence Southeasterly 1313.53 feet on the arc of said curve to a 1" diameter iron pipe stake; thence South 01°04'21" East 401.57 feet to the point of beginning.

PARCEL II:
The South One-half (1/2) of the Southwest Fractional One-quarter (1/4) of Section Thirty (30), in Township Four (4) North, Range Twenty-two (22) East, excepting therefrom that part thereof bounded and described as follows, to-wit: Commence at the Southwest corner of said Section 30, said point being place of beginning of excepted parcel; run thence North, along the West line of said Section 30, 889.67 feet; thence South 87°59' East 204.96 feet to an iron stake; thence South 01°23' East 884.35 feet; and thence North 89°38' West 227.61 feet to the place of beginning. Also excepting land contained in Award of Damages recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 11, 1958, Volume 627 of Deeds at Page 438, as Document No. 678112; and land contained in Warranty Deed recorded in said Register's Office of August 29, 1958, in Volume 628 of Deeds at Page 349, as Document No. 678935 and also excepting that part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, described as follows: Commence at a point on the West line of said Section that is located due North 889.67 feet from Southwest corner of said Section; thence run South 87°59' East 149.65 feet to East line of Interstate Highway No. 94 and point of beginning of this description; thence due North 435.39 feet parallel with the West line of said Section along the East line of said Interstate Highway No. 94; thence South 89°53' East 255.18 feet; thence due South parallel with the West line of said Section 30, 565.17 feet; thence North 89°53' West 196.62 feet; thence North 01°28' 30" West 128.00 feet; thence North 87°59' West 55.31 feet to point of beginning of this description. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

Ordinance No. 2022-11

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 12 OF TITLE 7 LICENSING AND REGULATION OF FESTIVALS, AMUSEMENT PARKS, AND CARNIVALS OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

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

1. That Chapter 12 of Title 7 of the Code of Ordinances for the Village of Caledonia be, and hereby is, repealed and recreated to read as follows:

"SEC. 7-12-1 DEFINITIONS.

(a) The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Festival — Includes any festival, exhibition, parade, museum, amusement park, carnival, circus, organized bike ride or walk in a public right-of-way, or any indoor or outdoor music concert which is:

(1) Open to the public.

(2) Temporary in nature (i.e., not lasting more than 15 days in one calendar year).

(3) Intended or is reasonably anticipated that750 or more people in total will attend.

(b) Events lasting more than 15 days shall be considered permanent in nature and, while not subject to licensing under this Chapter, shall be subject to all other applicable ordinances, laws and regulations.

SEC. 7-12-2 INTENT.

It is the intent of the Village Board to regulate Festivals to provide for the health, safety and welfare of all persons, residents and visitors alike, who attend Festivals in the Village.

SEC. 7-12-3 LICENSE REQUIRED; APPLICATION; FEES.

(a) **Required; Fee; Term**. No person or entity shall promote, operate, conduct or maintain a Festival in the Village without a license for such Festival or in a manner contrary to the terms of this Chapter or any other applicable ordinance, law or regulation. A minimum nonrefundable fee as provided in by Resolution of the Village Board from time-to-time shall be charged for the license and shall be submitted by the applicant to the Village Clerk with a written application. The Village Board may provide for a double permit fee for late applications or

applications made after the fact. The application shall be submitted not less than 45 days before the proposed Festival, except the Village Clerk may waive such required timeframes for applications made in year 2022. The Village Board may also reduce the required application timeframe at its discretion. The application shall be in a form prescribed by the Village Clerk. Any license issued shall be for the date of the Festival indicated in the License application and a separate license is needed for each Festival.

(b) **Reimbursement Agreement**. If it is determined the Village will incur administrative costs or costs associated with providing fire, police, utility and emergency services as a result of the Festival, which costs exceed the minimum license fee, the Village Board may require a reimbursement agreement and deposit in an amount sufficient to pay all of the expenses which will be incurred by the Village prior to the issuance of any license hereunder.

(c) **Review Process**. The Village Clerk shall complete a background check on the applicant and any agent thereof. Applications shall be referred to the Fire Chief for an investigation and report of ride safety, tents and other matters within its jurisdiction and to the Building Inspector for review of matters within its jurisdiction. Such reports and information may be considered by the Village Board in acting on the license, subject to Wis. Stats. Sec. 111.321 et Seq. Approval, conditional approval or denial of applications shall be made by the Village Board following review and recommendations by the Chief of Police, Fire Chief, Public Services Director, Building Inspector, Legislative and Licensing Committee of the Village, and the Racine County Health Department.

(d) **Application Requirements**. The applicant shall include the following information in the application:

(1) Name, address and date of birth of the applicant and, if such application is made in a representative capacity, the name, address and place of business of
the applicant, and references, if required by the Village. Applications for an entity shall designate an individual as agent who shall be responsible for compliance with the laws and ordinances related to the licensee's activities.

(2) Address, telephone number and description of the proposed Festival site.

(3) A description of the uses, activities, business or operations to occur on the Festival site as part of the Festival, the Festival events scheduled, the hours and dates of operation of the Festival, projected attendance in total and the projected largest attendance at any one time.

(4) Name, address and place of business of any vendor that will sell or distribute any food, drink or other product or who will operate any ride, carnival or other entertainment at the Festival.

(5) A description of any proposed construction plans for the site to

accommodate the Festival, including descriptions of temporary structures, such as tents and bleachers, if any.

(6) A description of the parking facilities and parking supervision, with access roads for vehicular traffic designated, and projected largest number of vehicles anticipated at any one time.

(7) A proposed security plan for maintaining order and preserving the safety of the persons attending the Festival, as well as for the security and safety of property and persons near the proposed Festival site, which shall include a description of any proposed private security guards, police and fire protection, rescue and emergency squad protection and the communication system to be utilized to ensure proper communication in the event of an emergency.

(8) A description of the utility and sanitary services necessary to operate the Festival, which shall include a description of the electrical and water services to be utilized, as well as toilet facilities.

(9) A description of proposed disabled facilities, which shall include a description of disabled parking and access.

(10) If alcohol beverages are to be sold or consumed, a description of the proposed vending site, the hours of operation for selling or serving of alcohol beverages and the proposed means of preventing minors from frequenting or loitering near the areas where alcohol beverages are served or consumed. Note: A separate alcohol beverage license or permit must be applied for an obtained from the Village.

(11) The applicant's agreement to indemnify and hold harmless the Village, its agents, officers and employees from any and all liability which may arise from occurrences at the Festival, including any claims or damages arising out of conduct or violation of law by vendors.

(12) A certificate of insurance including an endorsement or an insurance commitment naming the Village, its agents, officers and employees as named insureds on the applicant's policy of general liability insurance for the Festival, with limits of liability not less than $1,000,000 per occurrence and $1,000,000 in the aggregate as well at least $100,000 for property damage per occurrence. Insurance covering liquor liability shall be required if alcohol beverages are sold or consumed on the site.

(13) Proof of required state licenses and inspections, if amusement rides are on the site.

SEC. 7-12-4 ADDITIONAL INFORMATION.

The Police Chief, Fire Chief, Public Services Director, Legislative and Licensing Committee, and Village Board may require the applicant to supplement the application or

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provide additional information which is necessary to fulfill the intent of this Chapter.

SEC. 7-12-5 LICENSE TRANSFERABILITY AND LIMITATIONS.

Any license obtained by an applicant for a Festival is not transferable from one person or entity to another and is limited to events, days and hours specified by the Village Board.

SEC. 7-12-6 SEPARATE PERMITS; LIABILITY FOR VIOLATIONS; VENDOR CONTRACTS.

(a) No separate Village direct seller's permit or amusement license is required of any vendor named in the application and under contract with the Festival license holder, except permits and licenses necessary to sell and serve alcohol beverages. Note: Separate food sales and other health related permits may be required by the Racine County Health Department.

(b) The Festival license holder shall be directly liable to the Village for violation of any law or any damage arising out of any violation of any law by any vendor under contract with the license holder.

(c) All contracts pertaining to vendors at the Festival must be on file with the Clerk before the commencement of the Festival. No vendor shall be permitted to operate at the Festival who has not been named by the applicant and who does not have a written contract with the Festival license holder.

SEC 7-12-7 SECURITY BOND.

As a condition of the issuance of a license under this Chapter, the Village Board may require the applicant to deposit cash or a surety bond in an amount sufficient to secure the full and complete performance of all obligations of the applicant and all conditions upon which the license was issued.

SEC. 7-12-8 APPLICABILITY OF OTHER LAWS, REGULATIONS AND ORDINANCES.

Except as set forth in Sec. 7-12-6, the applicant and any vendor under contract with the applicant shall comply with all other applicable laws and regulations, including the building code and zoning code of the Village.

SEC. 7-12-9 APPROVAL, DISAPPROVAL, SUSPENSION AND REVOCATION OF LICENSE.

(a) The Village Board shall approve, conditionally approve or deny the license application. The Village Board shall have the right to deny any license application which does not comply with this Chapter or when the proposed Festival poses a threat to the health, safety or welfare of any person in the Village. The Village Board may approve the application and grant the license on such conditions it imposes for purposes of protecting the health,

safety and welfare of persons in the Village. Conditions may include, but are not limited to the following:

(1) Said premises shall be closed to and vacated by the public between the hours of 12:00 midnight and 9:00 a.m. of each day although the board may require the activities on site to cease earlier than 12:00 midnight and begin later than 9:00 a.m. depending on site and surrounding conditions.
(2) No disorderly conduct shall be allowed on said premises.
(3) No public address or loud speaker system shall be operated on said premises, nor shall any music be used in connection with the operation of said amusement park unless the license issued by the Village Board specifically allows the same.
(4) All vehicles leaving said premises shall be required to stop immediately before entering a public street or highway, and the licensee shall enforce such condition by signs at all exists from said premises and by such traffic regulations as may be necessary.

(b) A license may be suspended or revoked by the Village Board upon a determination that the applicant has failed to comply with this Chapter, any condition imposed under this Chapter or violation of any other applicable law or regulation. The Police Chief or Fire Chief may suspend the operation of any Festival, or any part thereof, upon a determination that it is operating in violation of this Chapter or any other law or regulation and such violation poses a threat to the health, safety or welfare of persons in the Village. Such suspension shall remain in effect until the Village Board can meet and consider the matter.

SEC. 7-12-10 INSPECTION PRIOR TO OPENING.

Before any Festival may be opened, inspections shall be conducted to assure the health, safety and welfare of all persons in the Village and adherence to the license issued under this Chapter. Such inspections shall be conducted by the Village Fire Chief, Police Chief, Building Inspector, and/or Public Services Director. Proof of required state inspections shall be required to be provided to the Village as a part of this inspection process.

SEC. 7-12-11 PENALTY; NUISANCE.

(a) Any person violating the provisions of this Chapter shall upon conviction pay a forfeiture of not less than Two Hundred Dollars ($200.00), but not to exceed Five Hundred Dollars ($500.00), and the cost of prosecution for each and every offense, and in default of payment thereof, shall be imprisoned in the county jail for a period not to exceed the number of days provided by Wisconsin Statute. Each and every day such violation exists shall be counted as a continuing daily violation.
(b) The use of any premises in violation of this ordinance is hereby declared a nuisance and the Village may proceed against such nuisance as allowed per ordinance or the

Wisconsin Statutes and the Village may institute an action to enjoin such violation or intended violation in the Racine County Circuit Court.

SEC. 7-12-12 TO 7-12-15. (Reserved).”

2. That this ordinance shall take effect upon adoption and the day after publication as required by law.

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs, President

Attest:_____
Joslyn Hoeffert, Clerk

770272.001((Title 7) 6-2-22

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Ordinance No. 2022-___

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 12 OF TITLE 7 LICENSING AND REGULATION OF FESTIVALS, AMUSEMENT PARKS, AND CARNIVALS OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

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

1. That Chapter 12 of Title 7 of the Code of Ordinances for the Village of Caledonia be, and hereby is, repealed and recreated to read as follows:

"SEC. 7-12-1 DEFINITIONS.

(a) The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Festival — Includes any festival, exhibition, parade, museum, amusement park, carnival, circus, organized bike ride or walk in a public right-of-way, or any indoor or outdoor music concert ~~or other entertainment, or any celebration or commemoration of any day or event~~ which is:

(1) Open to the public.

(2) Temporary in nature (i.e., not lasting more than 15 days in one calendar year).

(3) Intended or is reasonably anticipated that ~~1,000~~750 or more people in total will attend.

(b) Events lasting more than 15 days shall be considered permanent in nature and, while not subject to licensing under this Chapter, shall be subject to all other applicable ordinances, laws and regulations.

SEC. 7-12-2 INTENT.

It is the intent of the Village Board to regulate Festivals to provide for the health, safety and welfare of all persons, residents and visitors alike, who attend Festivals in the Village.

SEC. 7-12-3 LICENSE REQUIRED; APPLICATION; FEES.

(a) **Required; Fee; Term**. No person or entity shall promote, operate, conduct or maintain a Festival in the Village without a license for such Festival or in a manner contrary to the terms of this Chapter or any other applicable ordinance, law or regulation. A minimum nonrefundable fee as provided in by Resolution of the Village Board from time-to-time shall be charged for the license and shall be submitted by the applicant to the Village Clerk with a written application. The

Village Board may provide for a double permit fee for late applications or applications made after the fact. The application shall be submitted not less than ~~60~~ 45 days before the proposed Festival, except the Village Clerk may waive such required timeframes for applications made in year 2022. The Village Board may also reduce the required application timeframe at its discretion. The application shall be in a form prescribed by the Village Clerk. Any license issued shall be for the date of the Festival indicated in the License application and a separate license is needed for each Festival.

(b) **Reimbursement Agreement**. If it is determined the Village will incur administrative costs or costs associated with providing fire, police, utility and emergency services as a result of the Festival, which costs exceed the minimum license fee, the Village Board may require a reimbursement agreement and deposit in an amount sufficient to pay all of the expenses which will be incurred by the Village prior to the issuance of any license hereunder.

(c) **Review Process**. The Village Clerk shall complete a background check on the applicant and any agent thereof. Applications shall be referred to the Fire Chief for an investigation and report of ride safety, tents and other matters within its jurisdiction and to the Building Inspector for review of matters within its jurisdiction. Such reports and information may be considered by the Village Board in acting on the license, subject to Wis. Stats. Sec. 111.321 et Seq. Approval, conditional approval or denial of applications shall be made by the Village Board following review and recommendations by the Chief of Police, Fire Chief, Public Services Director, Building Inspector, Legislative and Licensing Committee of the Village, and the Racine County Health Department.

(d) **Application Requirements**. The applicant shall include the following information in the application:

(1) Name, address and date of birth of the applicant and, if such application is made in a representative capacity, the name, address and place of business of
the applicant, and references, if required by the Village. Applications for an entity shall designate an individual as agent who shall be responsible for compliance with the laws and ordinances related to the licensee's activities.

(2) Address, telephone number and description of the proposed Festival site.

(3) A description of the uses, activities, business or operations to occur on the Festival site as part of the Festival, the Festival events scheduled, the hours and dates of operation of the Festival, projected attendance in total and the projected largest attendance at any one time.

(4) Name, address and place of business of any vendor that will sell or distribute any food, drink or other product or who will operate any ride, carnival or other entertainment at the Festival.

(5) A description of any proposed construction plans for the site to accommodate the Festival, including descriptions of temporary structures, such as tents and bleachers, if any.

(6) A description of the parking facilities and parking supervision, with access roads for vehicular traffic designated, and projected largest number of vehicles anticipated at any one time.

(7) A proposed security plan for maintaining order and preserving the safety of the persons attending the Festival, as well as for the security and safety of property and persons near the proposed Festival site, which shall include a description of any proposed private security guards, police and fire protection, rescue and emergency squad protection and the communication system to be utilized to ensure proper communication in the event of an emergency.

(8) A description of the utility and sanitary services necessary to operate the Festival, which shall include a description of the electrical and water services to be utilized, as well as toilet facilities.

(9) A description of proposed disabled facilities, which shall include a description of disabled parking and access.

(10) If alcohol beverages are to be sold or consumed, a description of the proposed vending site, the hours of operation for selling or serving of alcohol beverages and the proposed means of preventing minors from frequenting or loitering near the areas where alcohol beverages are served or consumed. Note: A separate alcohol beverage license or permit must be applied for an obtained from the Village.

(11) The applicant's agreement to indemnify and hold harmless the Village, its agents, officers and employees from any and all liability which may arise from occurrences at the Festival, including any claims or damages arising out of conduct or violation of law by vendors.

(12) A certificate of insurance including an endorsement or an insurance commitment naming the Village, its agents, officers and employees as named insureds on the applicant's policy of general liability insurance for the Festival, with limits of liability not less than $1,000,000 per occurrence and $1,000,000 in the aggregate as well at least $100,000 for property damage per occurrence. Insurance covering liquor liability shall be required if alcohol beverages are sold or consumed on the site.

(13) Proof of required state licenses and inspections, if amusement rides are on the site.

SEC. 7-12-4 ADDITIONAL INFORMATION.

The Police Chief, Fire Chief, Public Services Director, Legislative and Licensing

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Committee, and Village Board may require the applicant to supplement the application or provide additional information which is necessary to fulfill the intent of this Chapter.

SEC. 7-12-5 LICENSE TRANSFERABILITY AND LIMITATIONS.

Any license obtained by an applicant for a Festival is not transferable from one person or entity to another and is limited to events, days and hours specified by the Village Board.

SEC. 7-12-6 SEPARATE PERMITS; LIABILITY FOR VIOLATIONS; VENDOR CONTRACTS.

(a) No separate Village direct seller's permit or amusement license is required of any vendor named in the application and under contract with the Festival license holder, except permits and licenses necessary to sell and serve alcohol beverages. Note: Separate food sales and other health related permits may be required by the Racine County Health Department.

(b) The Festival license holder shall be directly liable to the Village for violation of any law or any damage arising out of any violation of any law by any vendor under contract with the license holder.

(c) All contracts pertaining to vendors at the Festival must be on file with the Clerk before the commencement of the Festival. No vendor shall be permitted to operate at the Festival who has not been named by the applicant and who does not have a written contract with the Festival license holder.

SEC 7-12-7 SECURITY BOND.

As a condition of the issuance of a license under this Chapter, the Village Board may require the applicant to deposit cash or a surety bond in an amount sufficient to secure the full and complete performance of all obligations of the applicant and all conditions upon which the license was issued.

SEC. 7-12-8 APPLICABILITY OF OTHER LAWS, REGULATIONS AND ORDINANCES.

Except as set forth in Sec. 7-12-6, the applicant and any vendor under contract with the applicant shall comply with all other applicable laws and regulations, including the building code and zoning code of the Village.

SEC. 7-12-9 APPROVAL, DISAPPROVAL, SUSPENSION AND REVOCATION OF LICENSE.

(a) The Village Board shall approve, conditionally approve or deny the license application. The Village Board shall have the right to deny any license application which does not comply with this Chapter or when the proposed Festival poses a threat to the health, safety or welfare of any person in the Village. The Village Board may approve the application and grant the

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license on such conditions it imposes for purposes of protecting the health, safety and welfare of persons in the Village. Conditions may include, but are not limited to the following:

(1) Said premises shall be closed to and vacated by the public between the hours of 12:00 midnight and 9:00 a.m. of each day although the board may require the activities on site to cease earlier than 12:00 midnight and begin later than 9:00 a.m. depending on site and surrounding conditions.

(2) No disorderly conduct shall be allowed on said premises.

(3) No public address or loud speaker system shall be operated on said premises, nor shall any music be used in connection with the operation of said amusement park unless the license issued by the Village Board specifically allows the same.

(4) All vehicles leaving said premises shall be required to stop immediately before entering a public street or highway, and the licensee shall enforce such condition by signs at all exists from said premises and by such traffic regulations as may be necessary.

(b) A license may be suspended or revoked by the Village Board upon a determination that the applicant has failed to comply with this Chapter, any condition imposed under this Chapter or violation of any other applicable law or regulation. The Police Chief or Fire Chief may suspend the operation of any Festival, or any part thereof, upon a determination that it is operating in violation of this Chapter or any other law or regulation and such violation poses a threat to the health, safety or welfare of persons in the Village. Such suspension shall remain in effect until the Village Board can meet and consider the matter.

SEC. 7-12-10 INSPECTION PRIOR TO OPENING.

Before any Festival may be opened, inspections shall be conducted to assure the health, safety and welfare of all persons in the Village and adherence to the license issued under this Chapter. Such inspections shall be conducted by the Village Fire Chief, Police Chief, Building Inspector, and/or Public Services Director. Proof of required state inspections shall be required to be provided to the Village as a part of this inspection process.

SEC. 7-12-11 PENALTY; NUISANCE.

(a) Any person violating the provisions of this Chapter shall upon conviction pay a forfeiture of not less than Two Hundred Dollars ($200.00), but not to exceed Five Hundred Dollars ($500.00), and the cost of prosecution for each and every offense, and in default of payment thereof, shall be imprisoned in the county jail for a period not to exceed the number of days provided by Wisconsin Statute. Each and every day such violation exists shall be counted as a continuing daily violation.

(b) The use of any premises in violation of this ordinance is hereby declared a nuisance

and the Village may proceed against such nuisance as allowed per ordinance or the Wisconsin Statutes and the Village may institute an action to enjoin such violation or intended violation in the Racine County Circuit Court.

SEC. 7-12-12 TO 7-12-15. (Reserved)."

2. That this ordinance shall take effect upon adoption and the day after publication as required by law.

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs, President

Attest:_____
Joslyn Hoeffert, Clerk

770272.001((Title 7) ~~5-20-22~~
6-2-22

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SPECIAL EVENT APPLICATION

Village of Caledonia - Clerk's Office
5043 Chester Lane, Racine, WI 53402
Email: jhoeffert@caledonia-wi.gov
Phone: (262) 835-6414
FAX: (262) 835-2388

EVENT ORGANIZER INFORMATION

Organization/Group Name: _____

Address: _____ City: _____ Zip: _____

Applicant's Name: _____ Phone #: _____ D.O.B: _____

Applicant's Address: _____ City: _____ Zip: _____

Email Address: _____

Vendor Name(s):_____City:_____Zip_____

Vendor Address/Place of Business:_____ Phone #.:_____

Email Address:_____ *Submit a List for Multiple Vendors*

EVENT INFORMATION:

☐ New Special Event ☐ Recurring Special Event

Event Type: *(Check all that apply)* ☐ Festival/Carnival/Amusement ☐ Parade/Run/Walk/Bike Ride

☐ Concert/March/Public Assembly Other_____

Event/Activity Name: _____

Purpose: _____

_____

Location of Event and Attach Site Map: _____

Event Date(s): _____ Start/End time:_____

Set-up Date/Time: _____ Clean-up Time: _____

Assembly Area: _____

Proposed Parking and Access including disabled facilities (Attach Plan): _____

Proposed Security (Attach Plan): _____

Proposed Temporary Construction *if necessary* (Attach Plan):_____

Proposed Utility and Sanitary Uses *if necessary* (Attach Plan): _____

Proposed Vending Sites for Alcohol Consumption *if necessary* (Attach Plan):_____

Estimated Attendance:_____or Number of Parade Units: _____

Check Yes or No for each item:

Yes	No		Yes	No	
☐	☐	Certificate of Insurance	☐	☐	Medical/Evacuation Plan ***(requires Fire/Police approval)***
☐	☐	Hold Harmless Agreement	☐	☐	Fireworks ***(requires special permit)***
☐	☐	Beer/Wine Sales ***(requires special permit and license)***	☐	☐	Bon Fire ***(requires Fire approval and protection)***
☐	☐	Portable Toilets (not provided by Village)	☐	☐	Carnival/Amusement Rides ***(requires state license)***
☐	☐	Tents ***(requires special permit)***	☐	☐	Amplification Equipment/Musical Bands ***(requires special permit)***
☐	☐	Street Closure (Requires permit; Quantity of barricades:_____)	☐	☐	Animals (Description_____ Quantity____
☐	☐	Electricity Needed	☐	☐	Surety Bond
☐	☐	Security/Police Escort/Add'l Police Svcs ***(requires Police approval***			
☐	☐	Concessions/Mobile/Food Prepared or Served ***(please see Racine County Health for the proper permits)***			

~Please See Reverse Side~

The person/group named on this application will be responsible for the conduct of the special event and for facility condition. We will not deny anyone the benefits of, or otherwise subject anyone to discrimination because of race, color, creed, national origin, handicap or religion.

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless the VILLAGE OF CALEDONIA, a Wisconsin Municipal corporation located in Racine County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel and attorney fees, which I have or may, at any time incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incidents, activities and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the VILLAGE OF CALEDONIA, and each and every of its elected and appointed officials, employees, and agents, regardless of when or where, occurring or arising from this event.

The undersigned acknowledges receipt of the Special Events Guidelines. It is the applicant's responsibility to read and determine the sections that apply to their event and comply with Chapter 12 Of Title 7 Licensing And Regulation Of Festivals, Amusement Parks, And Carnivals Of The Code Of Ordinances Of The Village Of Caledonia,
Racine County, Wisconsin

Date _____ Applicant's signature _____

SPECIAL EVENT FEES

SPECIAL EVENT APPLICATION FEES:

☐ Larger Event (over 750 in attendance) **$100* (non-refundable application fee)**

**Application fee will double if applications are not submitted within the required review time established in the Special Event Application. The Village reserves the right to deny a Special Event application if the application is submitted too close to the event.*

ADDITIONAL FEES/COSTS:

Events requiring police services exceeding the availability of on-duty personnel may be billed the actual costs incurred.

Events requiring fire services exceeding the availability of on-duty personnel may be billed the actual costs incurred.

FOR OFFICE USE ONLY:

Date Received:_____ Recommended Department Due Date:_____

Application Fee:_____ Total amount paid:_____

Date Inspected By Police Department_____ Pass/Fail

Date Inspected By Fire Department_____ Pass/Fail

Date Inspected By Building Inspector and/or Public Services Director _____ Pass/Fail

Proof of Required State Inspections? Yes/No

RESOLUTION NO. 2022-55

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO MODIFY THE BUDGET FOR THE PURCHASE OF AN UTILITY TERRAIN VEHICLE

WHEREAS, A portion of the Fire Department's Capital Improvement Plan, the Village Board approved a $16,000 expenditure to purchase and install Emergency Vehicle Pre-emption Devices (EVPs) at the intersection of State Hwy 31 and 4 Mile Road as a part of the 2022 budget process.

WHEREAS, During the State of Wisconsin approval process to install the EVPs, it was determined that the Wisconsin Department of Transportation would fully fund the purchase and installation of the EVPs within the next year.

WHEREAS, The Police and Fire departments have determined that a shared Utility Terrain Vehicle (UTV) would be a valuable asset to the Village.

WHEREAS, Through extensive fundraising efforts and grants, the Fire Department has accepted multiple donations totaling $28,118.04 of the $34,028.79 total cost to procure the UTV; a shortfall of $5,910.75.

WHEREAS, to facilitate this purchase, the Village will reallocate a portion of funds in the 2022 budget previously approved for the purchase and installation of the EVPs which is available in the capital account 400-35-65030.

WHEREAS, the Village Finance Committee has reviewed this request and recommends that the Village Board authorize the use of said funds as described above.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the reallocation of $5,910.75 towards purchasing a UTV is authorized and approved the required funds shall be taken from the 2022 Capital Project Fund.

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs, Village President

Attest:_____
Joslyn Hoeffert, Village Clerk

VILLAGE OF CALEDONIA

FISCAL NOTE: MODIFY CAPITAL ASSET FUNDING TO ALLOW THE PURCHASE OF THE UTILITY TERRAIN VEHICLE THROUGH A COMBINATION OF THE CAPITAL ASSET FUNDING TRANSFER AND DONATIONS RECEIVED BY THE FIRE DEPARTMENT IN 2021 AND 2022.

FISCAL YEAR: **2022**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	YEAR TO DATE EXPENDITURES	CURRENT BALANCE	BUDGET MODIFICATION	BUDGET AFTER MODIFICATION	REMAINING BUDGET BALANCE
DEPARTMENT: CAPITAL OUTLAY; FIRE DEPARTMENT							
Ambulance/Power Load System	400-00-65030	$ 150,000	$ -	$ 150,000	$ -	$ 150,000	$ 150,000
Emergency Vehicle Traffic Signal Preemption	400-00-65030	$ 16,000	$ -	$ 16,000	$ (5,911)	$ 10,089	$ 10,089
Utility Terrain Vehicle (UTV)	400-00-65030	$ -	$ -	$ -	$ 5,911	$ 5,911	$ 5,911
DEPARTMENT: DONATION FUND; FIRE DEPARTMENT							
Utility Terrain Vehicle (UTV) Donations	250-35-48907	$ -	$ -	$ -	$ (28,118)	$ (28,118)	$ (28,118)
Utility Terrain Vehicle (UTV) Expenses	250-35-64196	$ -	$ -	$ -	$ 28,118	$ 28,118	$ 28,118
		$ 166,000	$ -	$ 166,000	$ 0	$ 166,000	$ 166,000

Note: The Village Board authorized the Fire Department to acquire the Polaris UTV via a sole source procurement method and to accept donations toward the purchase of the vehicle on Resolution 2022-27, 3/21/2022.

RESOLUTION NO. 2022-56

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A BUILDING, SITE, AND OPERATIONS PLAN TO CONSTRUCT AND UTILIZE A ±30,000 SQUARE-FOOT WAREHOUSE BUILDING, LOCATED ON A PARCEL DIRECTLY SOUTH OF 4221 COURTNEY ROAD IN THE VILLAGE OF RAYMOND UNDER THE COOPERATIVE PLAN DATED NOVEMBER 12, 2009 BETWEEN THE VILLAGE OF CALEDONIA AND THE VILLAGE OF RAYMOND UNDER SEC. 66.0307, WIS. STATS.

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

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

WHEREAS, Robb Sterr, Agent, requested approval of a building, site, and operation plan to construct and utilize a ±30,000 square-foot warehouse building. The applicant has indicated that the proposed building will be used for a supply warehouse for the power coat industry. The subject site is zoned M-2, General Industrial District, on Parcel ID No. 168-04-21-36-001-240 in the Village of Raymond and this tract of land is within the jurisdictional area of the Cooperative Plan giving the Village of Caledonia approving authority; and

WHEREAS, the Village of Raymond has approved the building, site, and operation plan and the Village of Caledonia Plan Commission has recommended approval of the request for the following reasons:

1. The proposed use meets the intent of the Village of Caledonia development standards and find that the proposed use is a spectacular use for this parcel without connecting to sewer and water in accordance with the Cooperative Boundary Agreement between the Villages of Caledonia and Raymond.
2. Any change of use will require review by the Village of Raymond and the Village of Caledonia.
3. The applicant agrees to screen all building mechanicals from the public right-of-way.

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

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs
Village President

Attest:_____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2022-57

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A CONDITIONAL USE TO OPERATE A CHILD DAYCARE BUSINESS AT 10502 NORTHWESTERN AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; JERMESHA MCHENRY, APPLICANT, 10502 NORTHWESTERN AVENUE LLC, OWNER

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

WHEREAS, Jermesha McHenry**,** Applicant, has requested a conditional use to operate a child daycare business at 10502 Northwestern Avenue, Parcel ID No. 104-04-22-33-208-000, Village of Caledonia, Racine County, WI; and,

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the conditional use for the following reasons:

1. The proposed use is allowed by underlying zoning through the conditional use review process.
2. This 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 conditional use set forth above, is hereby approved for the same reasons set forth above by the Village Plan Commission.

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs
Village President

Attest:_____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2022-58

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST TO AMEND THE CONDITIONAL USE PERMIT EXTENDING THE USE UNTIL JUNE 27, 2025 TO OCCUPY THE EASTERNMOST PORTION OF THE SITE AT 7213 HWY 41 BY AN ONLINE VEHICLE AUCTION PLATFORM FOR DAMAGED AND UNDAMAGED USED VEHICLES / HRIBAR HOLDINGS LLC, OWNER / IAA INC., APPLICANT

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

WHEREAS, IAA Inc. requested an amendment to the conditional use permit extending the use until June 27, 2025 to occupy the easternmost portion of the existing site for an online vehicle auction platform with outdoor storage of used, undamaged and damaged vehicles located at 7213 Hwy 41, Hribar Holdings LLC, Owner / IAA Inc., Applicant; Parcel ID No.: 104-04-22-07-100-000.

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the request, subject to the conditions attached hereto as **Exhibit A,** and the Village Board considers the proposed use proper for the following reasons and conditions:

1. The proposed use is allowed by underlying zoning through the conditional use process.

2. The proposed use is being incorporated into an existing sales, service and rental of semi-tractors and trailers business and the proposed use is of a similar nature.
3. The owner will repair the existing fencing surrounding the proposed use by June 27, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested conditional use amendment set forth above, is hereby approved for the same reasons set forth above and subject to the conditions recommended by the Plan Commission and set forth herein.

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs
Village President

Attest:_____
Joslyn Hoeffert
Village Clerk

EXHIBIT A: IAA Inc. Conditions of Approval

1. **Occupancy Permit.** The applicant must obtain an occupancy permit card from the Village Building Inspection Department and associated fees to occupy the far eastern portion of the existing site with an online vehicle auction platform for used undamaged and damaged vehicles. The occupancy permit must be displayed in a prominent location at the project site, and a copy of these conditions must be kept at the project site at all times until the project has been completed.

2. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.

3. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Applicant, and any other users of the Property Owner with respect to the uses on the Property.

4. **Plans.** The proposed operation shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning & Zoning Department on November 2, 2020.

5. **Hours of Operation.** The hours of operation of the proposed Copart operation must be from 7:30 a.m. – 6:00 p.m. Monday through Friday only.

6. **Annual Well Report.** Applicant must conduct groundwater testing at the property by September 1, 2021, and at least annually thereafter, and must submit the findings of each such test to the Village. If any well test indicates that there are any sources of contamination attributable to the operation of the applicant, action must be taken by the property owner and/or Applicant to remedy this contamination. In addition, the Village may impose such additional conditions on the operation as are warranted to address the contamination or may terminate the use if no such conditions can adequately address the contamination. If the owner or operator fails to provide the Village with an annual groundwater testing report, the Village may undertake such testing and charge back the cost of such testing as a special charge against the property.

7. **Slatting in the Fencing.** Eight-foot green slats must be installed and maintained for the full length of the existing north cyclone fence.

8. **Annual Environmental Testing and Report.** The property owner and/or the Applicant must have an annual environmental site assessment (Phase 1) conducted for the land utilized by the Applicant and associated report prepared. A copy of this report must be submitted to the Village on an annual basis. If the annual environmental site assessment (Phase 1) indicates that there are any sources of contamination attributable to the operation of the applicant, action must be taken by the property owner and/or the Applicant to remedy this contamination. In addition, the Village may impose such additional conditions on the operation as

are warranted to address the contamination or may terminate the use if no such conditions can adequately address the contamination. If the owner or operator fails to provide the Village with an annual environmental site assessment (Phase 1) report, the Village may commission the assessment and charge back the cost of such testing as a special charge against the property.

9. **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 Utility Engineer before permits are issued.

10. **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.

11. **Hazardous Materials and Environmental Protection.** All aspects of the submitted Environmental Safety Plans must be followed relative to Process and Requirements, Ground and Stormwater Protection and Prohibited Activities.

12. **Parking.** Parking at the site must be in compliance with the submitted plans. All parking of undamaged and damaged vehicles associated with IAA Inc. must be conducted in the proposed parking lot as outlined on the submitted site plan. Each conventional vehicle parking space shall be a minimum of nine feet wide and 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. All parking spaces shall be clearly marked. The driveway and all parking areas must be maintained in an all-weather, dust-controlled condition. The property owner or operator must by January 3, 2021 and at least annually thereafter, arrange with the Village Fire Department for an inspection of the property and must immediately implement any changes the Fire Department deems appropriate to protect against any threat of fire or other hazard.

13. **Landscaping.** Landscaping at the site must be in compliance with the previously approved Landscaping Plan received by the Racine County Development Services Office on September 17, 2015.

14. **Lighting.** To the extent of any outside lighting is installed, all lighting at the site must be installed and maintained in compliance with the previously approved Lighting Plan. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway. In addition, the property owner or operator must, within 30 days of the date of this approval, provide the Village with documentation from a qualified lighting expert or contractor certifying that all current lighting complies with the previously approved Lighting Plan.

15. **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.

16. **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 (a copy is attached), as adopted by the Village of Caledonia.

17. **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. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.

18. **Expiration.** This approval will expire six (6) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur unless the Village of Caledonia Plan Commission and the Village Board grants a written extension. Written extension requests must be submitted to the Village Planning & Zoning Department thirty (30) days before permit/approval expiration.

19. **Access.** The applicant must allow any Village or Racine County employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.

20. **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.

21. **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.

22. **Amendments to Conditional Use Approval.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions

of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.

23. **Previous Conditional Use Requirements.** All applicable conditions from the previous conditional use approvals for Hribar Holdings LLC and subsequent amendments outlined in Resolutions Nos. 2014-29, 2015-82, 2017-20 and 2017-80 shall remain in effect, unless otherwise amended herein.

24. **Duration of Conditional Use.** This conditional use approval is intended to be temporary and will expire **June 27, 2025.** No sooner than 6 months before this expiration, the applicant must appear before the Plan Commission and Village Board to request additional time to extend the conditional use approval, if this is their desire, or this activity must cease and the conditional use approval is no longer valid unless additional time is granted by the Village of Caledonia Plan Commission and the Village Board. Nothing herein prevents the Village Board from denying an extension of the temporary use beyond the term of eighteen months based on changes in on-site or off-site conditions, including changes in use on-site and changes in the development of the surrounding parcels that would make a continuation of this temporary conditional use incompatible with the new development surrounding it.

25. **Agreement.** Your accepting the conditional use approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Hribar Holdings LLC, IAA Inc. and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.

26. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

27. **Road Reservation Areas.** Nothing herein shall prohibit the Village from exercising its rights under the Road Reservation and Easement Agreement, recorded as Document No. 2431997, at the Racine County Register of Deeds (the "Road Reservation"). The Village may exercise its rights under the Road Reservation during the term of this temporary conditional use permit and the property owner and permit owner shall remove any uses under this conditional use permit from the Road Reservation area immediately to allow the dedication of the Road Reservation area. In addition, if the property owner or permit holder seeks to extend this temporary conditional use beyond the term set forth under Condition No. 24, the Village, in its sole discretion, may determine this extension to be land development and require that one and/or both of the areas reserved under the Road Reservation permit should be dedicated for public right-of-way and constructed to Village standards based on site conditions on or off this property, impacts from this conditional use, and/or vehicular traffic caused by this conditional use.

28. **No Vehicle Parts Allowed to Be Sold.** No salvage yard activity such as selling parts of vehicles, associated with the Copart operation, from the site is allowed. All vehicles that are stored at the site must be sold in their entirety as a whole unit not sold in portions or parts.

EXHIBIT B

Kimley»Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600, WARRENVILLE, IL 60555
PHONE: 630-487-6550 WWW.KIMLEY-HORN.COM

DATE 10/13/2020
DESIGNED BY MDH
CHECKED BY JJK

IAAI CALEDONIA, WI
PARKING LAYOUT EXHIBIT

EAST FRONTAGE ROAD, CALEDONIA, WI, USA

SHEET NUMBER
OV. 1

RESOLUTION NO. 2022-59
(6/6/2022)

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE CERTIFIED SURVEY MAP # _____; PARCEL ID 104-04-22-20-049-000 – LOCATED IN THE SE 1/4 OF SECTION 20, T4N, R22E, FOUR MILE ROAD, VILLAGE OF CALEDONIA, RACINE COUNTY, WI – OWNER ZIMMERMAN ETAL – APPLICANT PETER ZIMMERMAN

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

WHEREAS, the applicant has submitted a Certified Survey Map (CSM) to the Village for consideration. The proposed CSM would create 4 lots from existing parcel 104-04-22-20-049-000.

WHEREAS, the Public Services Director's Memo dated May 16, 2022, attached hereto as **Exhibit A,** recommended conditional approval subject to 2 conditions.

WHEREAS, the Village Plan Commission on May 23, 2022, recommended conditional approval of the CSM in accordance with the Public Services Director memo **(Exhibit A)** subject to the conditions outlined therein.

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

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs
Village President

Attest:_____
Joslyn Hoeffert
Village Clerk

MEMORANDUM

Date: **Monday, May 16, 2022**

To: **Plan Commission**

From: **Anthony A. Bunkelman P.E.**
Public Services Director

Re: **Zimmerman CSM – Parcel ID 51-104-04-22-20-049-000 – SE ¼ of Section 20, T4N, R22E, Four Mile Road Village of Caledonia, Racine County, WI – Owner Zimmerman -etal, Applicant Peter Zimmerman**

The Engineering Department has received a Final Certified Survey Map (CSM) from Peter Zimmerman, on behalf of Zimmerman etal. The Zimmerman property is located at the Northwest corner of Four Mile Road and County Trunk Highway H. The existing property is approximately 32 acres in size. This property has approximately 681 feet of frontage along Four Mile Road and approximately 1,100 feet of frontage along County Trunk Highway H.

The existing parcel currently vacant and is farmed.

The CSM proposes to create 4 lots. All of the lots would potentially be sold for single family residences. The lots are proposed to be 11.95 acres, 6.17 acres, 7.15 acres, and 5.77 acres in size.

The Zoning of the existing parcel is A-2. A-2 zoning requires 150' of frontage and a minimum of 40,000 square feet of area. The proposed lots exceed the minimum zoning requirements.

The Village's Comprehensive Land Use Plan calls for Agricultural, Rural Residential, and Open Land for this property. The land use plan also shows an area of Secondary Environmental Corridor. The CSM is consistent with the Village's Comprehensive Land Use Plan.

The CSM is located outside of the Sanitary Sewer & Water Service Areas. Since the CSM is located outside of the Sanitary Sewer & Water Service Area, each lot within the CSM must provide and show a suitable area for a private onsite sewerage treatment system (POWTS). Soil (Perc) tests have been performed on each of the lots to ensure that each lot is buildable. Wells will need to be placed on the sites when the single-family homes are proposed.

Access for the 3 proposed lots that have frontage along Country Trunk Highway H will need to be obtained from Racine County. The number of access points will be limited. The owner/applicant has contacted Racine County to ensure that Right of Way access will be granted for the proposed lots along County Trunk Highway H. Access notes have been placed on the CSM that were provided by Racine County. The 5.77-acre lot along 4 Mile Road will also have limited access. Four Mile Road is considered a principal thoroughfare. Lots along a principal thoroughfare are allowed 1 access. There is an existing farm access toward the West end of the lot. This farm access can either be utilized as the access for this lot or it can be relocated to a new location on the lot that is suitable for the proposed single-family home. Ultimately there shall only be one access for the lot. If the access is relocated, depending on the proposed location, a sight distance survey may be required at the time of Building Permit due to the

elevation change of the road. Any access used for this lot will need to meet all acceptable sight distance requirements.

Since Four Mile Road is a principal thoroughfare, a minimum of 45' of Right of Way will need to be dedicated to the Village. The proposed CSM includes the necessary dedication for the minimum Right of Way.

The drainage of the CSM according to the Master Drainage Plan shows 4 separate watersheds (H-41-3 & H-40-1, H-39-5, & H-39-4) for the approximately 32 acres. The lots will predominantly drain West to East to County Trunk Highway H, then East through 2 road culverts. There are 2 drainage ways depicted on the Master Drainage Plan in basins H-40-1 & H-39-5. The drainage ways will require drainage easements granted over them. The CSM has Drainage Easements granted for the drainage ways.

Due to the size and shape of the lots, individual storm water management plans and site grading plans will be required at the time of the Building Permits to install storm water management facilities and to ensure maximum flexibility in the development of the lots. A Note has been placed on the CSM to indicate this requirement.

The Wisconsin DNR Surface Water Data Viewer shows mapped wetlands on the site. The Surface Water Data Viewer also indicates that there are hydric soils that may be conducive to wetlands on the site. A Wetland Delineation was performed and submitted by the Owner to meet this requirement.

Move to recommend approval of the Zimmerman CSM on parcel 51-104-04-22-20-049-000 subject to the following:

1. **The CSM is subject to the Land Division per Lot fee.**
2. **The Final CSM is recorded within 1 year of approval by the Village Board.**

RACINE COUNTY CERTIFIED SURVEY MAP # _____

OF

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWN 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

OWNERS:

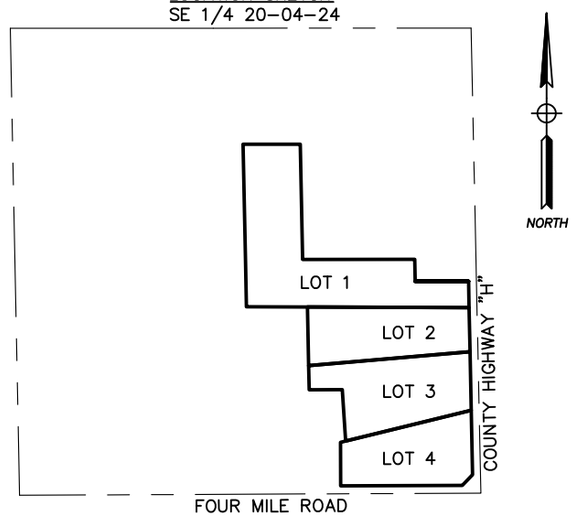
PETER P. ZIMMERMAN
3850 COLORADO COURT
RACINE, WI 53404

MARLENE M. LAMBERTON
5020 MARY DREW DRIVE
RACINE, WI 53402

DANIEL D. ZIMMERMAN
5200 ERIE STREET
RACINE, WI 53402

BRIAN A. SELIN
JEFFREY M. SELIN
5863 S. MADELINE AVE.
MILWAUKEE, WI 53221

LOCATION SKETCH
SE 1/4 20-04-24



I, KEVIN C. LEWIS, WISCONSIN REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THIS CERTIFIED SURVEY MAP; AS DIRECTED TO MAKE SAID SURVEY, DIVISION AND MAP BY THE OWNERS PETER P. ZIMMERMAN, DANIEL D. ZIMMERMAN, MARLENE M. LAMBERTON, BRIAN A. SELIN AND JEFFREY M. SELIN; THE BOUNDARIES OF WHICH ARE DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE TOWN OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN. COMMENCING AT THE SOUTHEAST QUARTER CORNER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 44 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 798.10 FEET. THENCE NORTH 00 DEGREES 15 MINUTES 34 SECONDS WEST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 34 SECONDS WEST, 260.11 FEET; THENCE NORTH 76 DEGREES 19 MINUTES 56 SECONDS EAST, 30.32 FEET; THENCE NORTH 03 DEGREES 47 MINUTES 27 SECONDS WEST, 292.84 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 26 SECONDS WEST, 188.50 FEET; THENCE 01 DEGREES 10 MINUTES 04 SECONDS WEST, 471.72 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 59 SECONDS WEST, 347.75 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 04 SECONDS WEST, 925.11 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 325.50 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 17 SECONDS EAST, 656.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 638.25 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 17 SECONDS EAST, 125.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST, 303.49 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY "H"; THENCE SOUTH 01 DEGREES 12 MINUTES 17 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 'H", 1100.71 FEET; THENCE SOUTH 43 DEGREES 48 MINUTES 34 SECOND WEST, TO THE SOUTH RIGHT OF WAY LINE OF SAID FOUR MILE ROAD, 101.01 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 26 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE OF FOUR MILE ROAD, 681.10 FEET TO THE POINT OF BEGINNING.

DEDICATING THE SOUTHERLY 12.00 FEET FOR PUBLIC ROAD PURPOSES.

THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF S. 236.34 OF THE WISCONSIN STATE STATUTES AND THE VILLAGE OF CALEDONIA LAND DIVISION ORDINANCE IN SURVEYING, MAPPING AND DIVIDING THE SAME.

SURVEYOR
DATED THIS _____ DAY OF _____, A.D. 2022.

_____
KEVIN C. LEWIS
WISCONSIN REGISTERED LAND SURVEYOR S-2775

REVISED: 05/09/2022
PREPARED: 04/28/2022

PROJECT NUMBER 21341

CERTIFIED SURVEY MAP
ZIMMERMAN FARM
4 MILE ROAD
CALEDONIA, WISCONSIN

IG CONSULTING, INC.
CONSULTING CIVIL ENGINEERS & LAND SURVEYORS
300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 | FAX (847) 215-1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878-6200 | ig@igconsulting.net

PREPARED FOR: PETER ZIMMERMAN			SCALE: N/A
FIELD CREW: D.J.	FIELD WORK: 04/20/2021	DRAFTED BY: S.R.M.	CHECKED BY:

FIRM NO. 184-001330

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RACINE COUNTY CERTIFIED SURVEY MAP # _____

OF

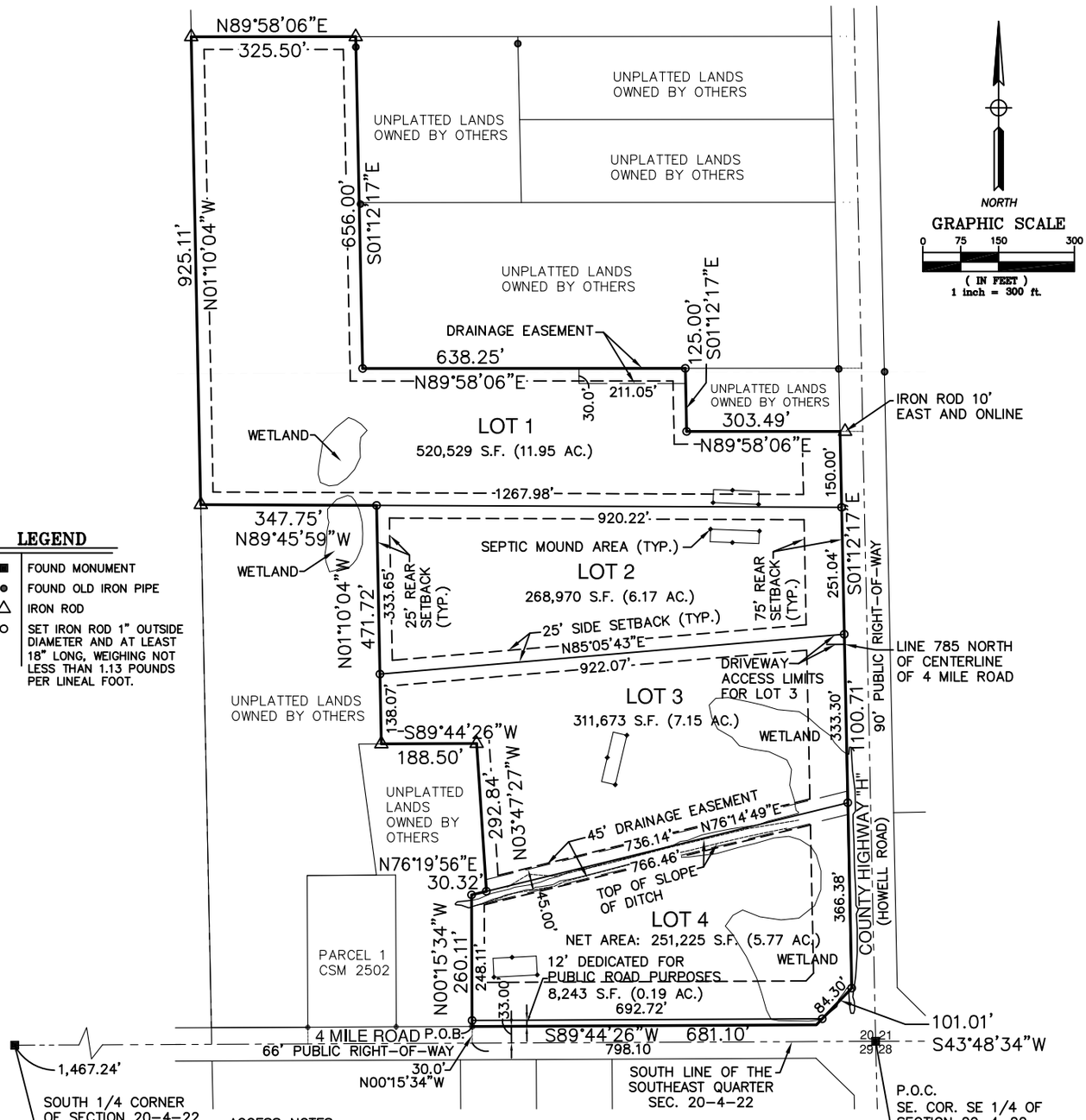
BEING PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWN 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

BEARINGS HEREON REFER TO GRID NORTH, STATE PLANE COORDINATE SYSTEM SOUTH ZONE. SOUTH LINE PUBLISHED AS N89°44'26"E.

NOTE:
–WETLANDS DELINEATED BY HEARTLAND ECOLOGICAL GROUP INC. PER REPORT DATED APRIL 28, 2022
–INDIVIDUAL STORM WATER MANAGEMENT AND SITE GRADING PLANS ARE TO BE DONE AT TIME OF BUILDING PERMITS FOR THESE LOTS.

SUBJECT PROPERTY ZONING:
A–2: GENERAL FARMING DISTRICT II
TAX KEY NUMBER:
104–04–22–20–049–000

SETBACKS:
STREET = 75'
SIDE = 25'
REAR = 25'



LEGEND

- ■ FOUND MONUMENT
- ● FOUND OLD IRON PIPE
- △ IRON ROD
- ○ SET IRON ROD 1" OUTSIDE DIAMETER AND AT LEAST 18" LONG, WEIGHING NOT LESS THAN 1.13 POUNDS PER LINEAL FOOT.

SOUTH 1/4 CORNER OF SECTION 20–4–22
N.: 293,263.05
E.: 2,525,580.82
(CAST IRON MONUMENT W/BRASS CAP)

P.O.C.
SE. COR. SE 1/4 OF SECTION 20–4–22
N.: 293,274.93
E.: 2,528,207.75
(CONCRETE MONUMENT W/BRASS CAP)

ACCESS NOTES:
1. ACCESS TO CTH–H MUST CONFORM WITH POLICY OF RACINE COUNTY PUBLIC WORKS AND DEVELOPMENT SERVICES
2. NO ACCESS ACROSS WATERWAYS OR WETLANDS.
3. NO DIRECT ACCESS TO CTH–H FROM LOT 4.
4. NO DIRECT ACCESS TO CTH–H WITHIN THE MINIMUM FUNCTIONAL AREA OF THE 4–MILE ROAD INTERSECTION, 785 FEET NORTHWARD FROM THE CENTERLINE OF 4–MILE ROAD.
5. ACCESS TO LOTS 1, 2 & 3 FROM COUNTY HWY. H IS GRANTED.
6. LOT 4 WILL ONLY BE ALLOWED 1 ACCESS TO 4 MILE ROAD.

REVISED: 05/09/2022
PREPARED: 04/28/2022
ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF.
NO DIMENSIONS TO BE ASSUMED FROM SCALING.
COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.
REFER TO TITLE REPORT FOR ANY EASEMENTS, COVENANTS, OR RESTRICTIONS THAT MAY EXIST BUT ARE NOT SHOWN HEREON.

PROJECT NUMBER 21341

CERTIFIED SURVEY MAP
ZIMMERMAN FARM
4 MILE ROAD
CALEDONIA, WISCONSIN

IG CONSULTING, INC.
CONSULTING CIVIL ENGINEERS & LAND SURVEYORS
300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215–1133 | FAX (847) 215–1177
1129 MAIN STREET UNION GROVE, WISCONSIN 53182 PH. (262) 878–6200 | ig@igconsulting.net

PREPARED FOR: PETER ZIMMERMAN | SCALE: N/A
FIELD CREW: D.J. | FIELD WORK: 04/20/2021 | DRAFTED BY: S.R.M. | CHECKED BY:

FIRM NO. 184–001330

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G:\IG\21\21341\Survey\21341704.dwg

RACINE COUNTY CERTIFIED SURVEY MAP # _____

OF

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWN 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO THIS PLAT TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED ON THIS PLAT. WE ALSO CERTIFY THAT THIS CERTIFY SURVEY MAP IS REQUIRED BY S.236.34 TO BE SUBMITTED TO THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN FOR APPROVAL.

OWNER _____
DANIEL D. ZIMMERMAN

OWNER _____
MARLENE M. LAMBERTON

OWNER _____
BRIAN A. SELIN

OWNER _____
JEFFREY M. SELIN

OWNER _____
PETER ZIMMERMAN

STATE WISCONSIN}
SS
RACINE COUNTY }

THE ABOVE NAMED DANIEL D. ZIMMERMAN, MARLENE M. LAMBERTON, BRIAN A. SELIN, JEFFREY M. SELIN AND PETER ZIMMERMAN, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME,

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20_____

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC
PRINT NAME HERE _____

VILLAGE OF CALEDONIA VILLAGE BOARD APPROVAL:
APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA ON THIS _____ DAY OF _____, 20_____.

DATE _____

_____
VILLAGE CLERK

REVISED: 05/09/2022
PREPARED: 04/28/2022

PROJECT NUMBER 21341

CERTIFIED SURVEY MAP
ZIMMERMAN FARM
4 MILE ROAD
CALEDONIA, WISCONSIN

IG CONSULTING, INC.
CONSULTING CIVIL ENGINEERS & LAND SURVEYORS
300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133 | FAX (847) 215-1177
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PREPARED FOR: PETER ZIMMERMAN			SCALE: N/A
FIELD CREW: D.J.	FIELD WORK: 04/20/2021	DRAFTED BY: S.R.M.	CHECKED BY:

FIRM NO. 184-001330

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RESOLUTION NO. 2022-60

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD A CONTRACT FOR THE WASHINGTON MEADOWS WATER MAIN IMPROVEMENTS PROJECT

WHEREAS, the Caledonia Utility District has designed the Washington Meadows Water Main Improvements Project to replace and improve the watermain system in the Village of Caledonia.

WHEREAS, The Project was specifically designed to replace the existing watermain on Coachlight Drive, Valley Forge Street, Lexington Avenue, Brandy Wine Avenue, Yorktown Street, Woodview Lane, Bruce Drive and Cindy Drive. This is due to the watermain on these streets having multiple breaks every winter for the past few years.

WHEREAS, the Caledonia Utility District has directed that Plans & Specifications be prepared for the Washington Meadows Water Main Improvements Project.

WHEREAS, the Caledonia Utility District has advertised to receive sealed bids for the Washington Meadows Water Main Improvements Project and 5 sealed bids were received on May 25, 2022.

WHEREAS, the Caledonia Utility District, held a Public/Electronic Bid Opening at the Utility District Office and read the 5 sealed bids.

WHEREAS, the lowest responsible bidder for the project with the alternate bid was Reesman's Excavating & Grading Inc. 28815 Bushnell Road Burlington, WI 53105, in the amount of $1,681,981.35.

WHEREAS, The Public Services Director and the Caledonia Utility District's consulting engineer, Foth Infrastructure & Environment LLC., recommended awarding of the contract with the alternate for the Washington Meadows Water Main Improvements Project to the lowest responsible bidder Reesman's Excavating & Grading Inc. in the amount of $1,681,981.35.

NOW, THEREFORE, BE IT RESOLVED that the contract for the Project with the alternate be, and hereby is, awarded to the lowest responsible bidder, Reesman's Excavating & Grading Inc. in the amount of $1,681,981.35 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 6th day of June 2022.

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs, Village President

Attest:_____
Joslyn M. Hoeffert, Village Clerk

MEMORANDUM

DATE: **Wednesday, May 25, 2022**

TO: **Caledonia Utility District**

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

RE: **Contract Award – Washington Meadows Watermain**

BACKGROUND INFORMATION

The Washington Meadows Watermain Project has been designed, reviewed, and publicly advertised as required. The bid opening for the project was held on May 25. The Caledonia Utility District has received prequalification statements from 6 contractors and received 5 bids on the project. The low bid was from Reesman's Excavating & Grading Inc. in the amount of $1,743,223.35. This bid is approximately $358,775 or 17.1% below the engineers estimate of $2,102,000.00.

As an Alternative for the project, prices were also obtained for 6" watermain. The area is currently served by 6" watermain and there are multiple points of connectivity for redundancy.

The Reesman's bid for the alternative would reduce the cost by an additional $61,242.00.

Foth Infrastructure & Environment LLC and Caledonia Utility District staff have reviewed the bids and have provided a recommendation for award to Reesman's Excavating & Grading Inc with the 6" watermain Alternative.

RECOMMENDATION

Move to authorize the Caledonia Utility District to issue the Notice of Award to Reesman's Excavating & Grading Inc for the Washington Meadows Watermain Project with Alternate in the amount of $1,681,981.35.

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

May 25, 2022

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

RE: Washington Meadows Water Main Improvements

Dear Tony: We have reviewed the bids received on May 25, 2022, for the above referenced project. A summary of the bid is as follows:

Bidder	Total Base Bid Amount	Total Alternate Bid Amount
Reesmans Excavating & Grading, Inc.	$ 1,743,223.35	$ 1,681,981.35
A.W. Oakes & Son, Inc.	$ 1,951,999.00	$ 1,871,779.00
PTS Contractors, Inc	$ 2,008,000.00	$ 1,910,094.00**
Globe Contractor, Inc.	$ 2,029,413.00	$ 1,964,857.00
The Wanasek Corp	$ 2,173,773.00	$ 2,071,387.00

**Denotes corrected bid

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

The alternate bid was requested to explore the costs of installing 6-inch water main. The existing mains in the subdivision are 6" and Utility staff noted no issues with water quantity or quality. The subdivision has very good redundancy with four connections to mains on Green Bay Road and 3 Mile Road. Fire flow capacity of the potential change was reviewed and revealed a residual system pressure drop from 34.5 psi with 8-inch mains to 28.3 psi with 6-inch mains at 500 GPM; both above the DNR code requirement of 20 psi residual at that flowrate.

We recommend awarding the project to Reesmans Excavating & Grading, Inc. for the total alternate bid amount of $ 1,681,981.35. Their bid is complete and contains all required documentation. The engineer's estimate for the project was $2,102,000 for the 8-inch main base bid.

Please contact me if you have any questions.

Sincerely,

Andrew Schultz, PE

Project Manager

cc: Bob Lui – Caledonia Utility District

Enclosure: Bid Results Worksheet

Washington Meadows Water Main Improvements (#8201249)
Owner: Caledonia Utility District
Solicitor: Foth - Milwaukee
05/25/2022 10:00 AM CDT

						Reesmans Excavating & Grading, Inc.		A.W. Oakes & Son, Inc.	
Section Title	Line Item	Item Code	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension
Base Bid	1	1	Mobilization/Demobilization	LS	1	$90,000.00	$90,000.00	$11,000.00	$11,000.00
	2	2	Traffic Control	LS	1	$7,015.00	$7,015.00	$7,185.00	$7,185.00
	3	3	Clearing and Grubbing	LS	1	$8,700.00	$8,700.00	$4,560.00	$4,560.00
	4	4	Sawcut Pavement, Full Depth	LF	6900	$2.35	$16,215.00	$1.50	$10,350.00
	5	5	Remove and Replace Signing	LS	1	$1,390.00	$1,390.00	$915.00	$915.00
	6	6	Remove and Replace Postal Boxes	LS	1	$5,350.00	$5,350.00	$9,125.00	$9,125.00
	7	7	Silt Fence	LF	365	$2.85	$1,040.25	$2.60	$949.00
	8	8	Rock Filled Filter Bags	EA	870	$12.10	$10,527.00	$16.00	$13,920.00
	9	9	Inlet Protection	EA	34	$167.00	$5,678.00	$78.00	$2,652.00
	10	10	8-inch PVC Water Main, Spoil Backfill	LF	2163	$72.00	$155,736.00	$97.00	$209,811.00
	11	11	8-inch PVC Water Main, Granular Backfill	LF	4517	$106.50	$481,060.50	$135.00	$609,795.00
	12	12	8-inch PVC Water Main, Slurry Backfill	LF	202	$184.00	$37,168.00	$171.00	$34,542.00
	13	13	Hydrant Assembly	EA	15	$7,350.00	$110,250.00	$7,300.00	$109,500.00
	14	14	6-inch Hydrant Lead	LF	179	$50.50	$9,039.50	$143.00	$25,597.00
	15	15	8-inch Gate Valve	EA	19	$2,350.00	$44,650.00	$2,418.00	$45,942.00
	16	16	HDPE Water Service (1") - Open Cut	LF	1132	$60.50	$68,486.00	$106.00	$119,992.00
	17	17	HDPE Water Service (1") - Trenchless Pit Launch Installation	LF	1828	$45.10	$82,442.80	$59.00	$107,852.00
	18	18	1" Water Service Fittings	EA	93	$581.00	$54,033.00	$570.00	$53,010.00
	19	19	Connection to Existing Water Main	EA	4	$3,500.00	$14,000.00	$5,730.00	$22,920.00
	20	20	Polystyrene Insulation 4'W X 4"T	LF	80	$12.50	$1,000.00	$20.00	$1,600.00
	21	21	1 1/4" Dense Graded Base (HMA Base)	TON	2550	$19.15	$48,832.50	$16.00	$40,800.00
	22	22	3/4" Dense Graded Base (Driveway & Shoulder Restoration)	TON	400	$33.25	$13,300.00	$29.00	$11,600.00
	23	23	HMA Binder Course	TON	960	$182.00	$174,720.00	$200.00	$192,000.00
	24	24	HMA Surface Course (Includes Driveways)	TON	650	$133.50	$86,775.00	$140.00	$91,000.00
	25	25	Bituminous Tack Coat	GAL	2020	$6.40	$12,928.00	$4.00	$8,080.00
	26	26	12" CMP Culverts w/ FES	LF	308	$86.50	$26,642.00	$72.00	$22,176.00
	27	27	9" x 14" CMPA Culverts w/ FES	LF	108	$87.70	$9,471.60	$69.00	$7,452.00
	28	28	13"x17" CMPA Culverts w/ FES	LF	72	$97.60	$7,027.20	$72.00	$5,184.00
	29	29	Ditching	LF	2670	$11.30	$30,171.00	$12.00	$32,040.00
	30	30	Topsoil, Seed, Fertilizer, and Erosion Mat	SY	10500	$6.75	$70,875.00	$8.50	$89,250.00
	31	31	Sanitary Sewer Lateral Relay	LF	200	$193.50	$38,700.00	$156.00	$31,200.00
						Base Bid Subtotal=	$1,723,223.35		$1,931,999.00
Allowances	A1	A1	Allowance - Utility Pole Holding	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00
Alternate Bid - 6 Inch Water Main	10A	10A	Unit Price Adjustment from 8-Inch to 6-inch PVC Water Main, Spoil Backfill	LF	2163	($8.00)	($17,304.00)	($10.00)	($21,630.00)
	11A	11A	Unit Price Adjustment from 8-Inch to 6-inch PVC Water Main, Granular Backfill	LF	4517	($8.00)	($36,136.00)	($10.00)	($45,170.00)
	12A	12A	Unit Price Adjustment from 8-Inch to 6-inch PVC Water Main, Slurry Backfill	LF	202	($1.00)	($202.00)	($10.00)	($2,020.00)
	15A	15A	Unit Price Adjustment from 8-Inch to 6-inch Gate Valve	EA	19	($400.00)	($7,600.00)	($600.00)	($11,400.00)
						Alternate Bid Subtotal=	($61,242.00)		($80,220.00)
						Savings per LF of Pipe=	($8.90)		($11.66)
						Total Base Bid + Allowance=	$1,743,223.35		$1,951,999.00
						Total Alternate Bid + Allowance=	$1,681,981.35		$1,871,779.00

PTS Contractors, Inc		PTS Contractors, Inc		Globe Contractors, Inc.		The Wanasek Corp	
Unit Price	Extension	Corrected Alternate		Unit Price	Extension	Unit Price	Extension
$38,425.00	$38,425.00			$4,500.00	$4,500.00	$62,000.00	$62,000.00
$9,000.00	$9,000.00			$8,000.00	$8,000.00	$14,200.00	$14,200.00
$6,000.00	$6,000.00			$2,000.00	$2,000.00	$4,300.00	$4,300.00
$1.85	$12,765.00			$2.00	$13,800.00	$2.00	$13,800.00
$5,230.00	$5,230.00			$5,000.00	$5,000.00	$2,225.00	$2,225.00
$4,760.00	$4,760.00			$12,000.00	$12,000.00	$12,305.00	$12,305.00
$3.20	$1,168.00			$3.00	$1,095.00	$3.00	$1,095.00
$12.20	$10,614.00			$11.00	$9,570.00	$16.00	$13,920.00
$106.00	$3,604.00			$90.00	$3,060.00	$69.00	$2,346.00
$94.00	$203,322.00			$100.00	$216,300.00	$83.00	$179,529.00
$148.00	$668,516.00			$150.00	$677,550.00	$144.00	$650,448.00
$198.00	$39,996.00			$245.00	$49,490.00	$242.00	$48,884.00
$6,700.00	$100,500.00			$8,000.00	$120,000.00	$7,520.00	$112,800.00
$110.00	$19,690.00			$115.00	$20,585.00	$105.00	$18,795.00
$2,300.00	$43,700.00			$2,800.00	$53,200.00	$2,585.00	$49,115.00
$62.00	$70,184.00			$69.00	$78,108.00	$96.00	$108,672.00
$62.00	$113,336.00			$69.00	$126,132.00	$54.00	$98,712.00
$1,165.00	$108,345.00			$675.00	$62,775.00	$1,515.00	$140,895.00
$3,620.00	$14,480.00			$4,050.00	$16,200.00	$12,300.00	$49,200.00
$12.50	$1,000.00			$20.00	$1,600.00	$20.00	$1,600.00
$16.60	$42,330.00			$20.00	$51,000.00	$25.00	$63,750.00
$21.00	$8,400.00			$20.00	$8,000.00	$50.00	$20,000.00
$185.00	$177,600.00			$175.00	$168,000.00	$185.00	$177,600.00
$130.00	$84,500.00			$123.00	$79,950.00	$130.00	$84,500.00
$4.00	$8,080.00			$3.70	$7,474.00	$4.00	$8,080.00
$90.00	$27,720.00			$68.00	$20,944.00	$85.00	$26,180.00
$90.00	$9,720.00			$70.00	$7,560.00	$89.00	$9,612.00
$95.00	$6,840.00			$120.00	$8,640.00	$90.00	$6,480.00
$15.00	$40,050.00			$19.00	$50,730.00	$19.00	$50,730.00
$7.25	$76,125.00			$7.50	$78,750.00	$8.00	$84,000.00
$160.00	$32,000.00			$237.00	$47,400.00	$190.00	$38,000.00
	$1,988,000.00				$2,009,413.00		$2,153,773.00
$20,000.00	$20,000.00			$20,000.00	$20,000.00	$20,000.00	$20,000.00
$80.00	$173,040.00	($14.00)	($30,282.00)	($8.00)	($17,304.00)	($13.00)	($28,119.00)
$136.00	$614,312.00	($12.00)	($54,204.00)	($8.00)	($36,136.00)	($13.00)	($58,721.00)
$188.00	$37,976.00	($10.00)	($2,020.00)	($8.00)	($1,616.00)	($13.00)	($2,626.00)
$1,700.00	$32,300.00	($600.00)	($11,400.00)	($500.00)	($9,500.00)	($680.00)	($12,920.00)
			($97,906.00)		($64,556.00)		($102,386.00)
			($14.23)		($9.38)		($14.88)
	$2,008,000.00				$2,029,413.00		$2,173,773.00
			$1,910,094.00		$1,964,857.00		$2,071,387.00

Caledonia Utility District
Washington Meadows Water Main Improvements
Bid Summary
May 25, 2022
10:00 AM

Company Name	Bid Bond	Subcontractor Listing	Substitutes and Or Equal	Bid Total	Apparent Low Bidder
PTS Contractors	✓	✓	✓	$ 1,988,000.00	
AW Oakes	✓	✓	✓	$ 1,931,999.00	
The Wanasek Corp	✓	✓	✓	$ 2,153,773.00	
Reesmans Excavating & Grading	✓	✓	✓	$ 1,743,223.35	✓
Globe Contractors	✓	✓	✓	$ 2,009,413.00	
Engineers Estimate				$ 2,102,000.00	

CALEDONIA UTILITY DISTRICT
WASHINGTON MEADOWS WATER MAIN IMPROVEMENTS
ENGINEERS ESTIMATE
MAY 24, 2022

WASHINGTON MEADOWS WATER MAIN IMPROVEMENTS - BASE BID					
No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	$ 60,000.00	$ 60,000.00
2	Traffic Control	1	LS	$ 20,000.00	$ 20,000.00
3	Clearing and Grubbing	1	LS	$ 6,000.00	$ 6,000.00
4	Sawcut Pavement, Full Depth	6900	LF	$ 1.50	$ 10,350.00
5	Remove and Replace Signing	1	LS	$ 5,000.00	$ 5,000.00
6	Remove and Replace Postal Boxes	1	LS	$ 10,000.00	$ 10,000.00
7	Silt Fence	365	LF	$ 3.50	$ 1,277.50
8	Rock Filled Filter Bags	870	EA	$ 13.00	$ 11,310.00
9	Inlet Protection	34	EA	$ 120.00	$ 4,080.00
10	8-inch PVC Water Main, Spoil Backfill	2163	LF	$ 84.00	$ 181,692.00
11	8-inch PVC Water Main, Granular Backfill	4517	LF	$ 143.00	$ 645,931.00
12	8-inch PVC Water Main, Slurry Backfill	202	LF	$ 200.00	$ 40,400.00
13	Hydrant Assembly	15	EA	$ 7,200.00	$ 108,000.00
14	6-inch Hydrant Lead	179	LF	$ 125.00	$ 22,375.00
15	8-inch Gate Valve	19	EA	$ 2,000.00	$ 38,000.00
16	HDPE Water Service (1") - Open Cut	1132	LF	$ 100.00	$ 113,200.00
17	HDPE Water Service (1") - Trenchless Pit Launch Installation	1828	LF	$ 45.00	$ 82,260.00
18	1" Water Service Fittings	93	EA	$ 600.00	$ 55,800.00
19	Connection to Existing Water Main	4	EA	$ 4,250.00	$ 17,000.00
20	Polystyrene Insulation 4'W x 4"T	80	LF	$ 25.00	$ 2,000.00
21	1 1/4" Dense Graded Base (HMA Base)	2550	TON	$ 20.00	$ 51,000.00
22	3/4" Dense Graded Base (Shoulder Restoration)	400	TON	$ 25.00	$ 10,000.00
23	HMA Binder Course	960	TON	$ 165.00	$ 158,400.00
24	HMA Surface Course (Includes Driveways)	650	TON	$ 148.00	$ 96,200.00
25	Bituminous Tack Coat	2020	GAL	$ 3.00	$ 6,060.00
26	12" CMP Culverts w/ FES	308	LF	$ 80.00	$ 24,640.00
27	9" x 14" CMPA Culverts w/ FES	108	LF	$ 80.00	$ 8,640.00
28	13" x 17" CMPA Culverts w/ FES	72	LF	$ 96.00	$ 6,912.00
29	Ditching	2670	LF	$ 16.00	$ 42,720.00
30	Topsoil, Seed, Fertilizer, and Erosion Matting	10500	SY	$ 8.00	$ 84,000.00

SUBTOTAL OF BASE BID	$	1,923,247.50
ALLOWANCES - Utility Pole Holding	$	20,000
TOTAL OF BASE BID	$	2,102,000.00

Foth

RESOLUTION NO. 2022-61

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD A CONTRACT FOR THE WESTVIEW VILLAGE STORM WATER IMPROVEMENTS PROJECT

WHEREAS, the Caledonia Utility District has designed the Westview Village Storm Water Improvements Project to appropriately size a storm sewer and regrade the drainage channel in the Westview Village Subdivision in the Village of Caledonia.

WHEREAS, The Project was specifically designed to upsize the storm sewer between 5323 Clover Lane & 5329 Clover Lane and regrade the drainage channel between 5329 Clover Lane & 3104 Rudolph Drive. This work is being done after a Hydrologic Study was performed on the Storm Sewer in relation to the August 2020 rain event.

WHEREAS, the Caledonia Utility District has directed that Plans & Specifications be prepared for the Westview Village Storm Water Improvements Project.

WHEREAS, the Caledonia Utility District has advertised to receive sealed bids for the Westview Village Storm Water Improvements Project and 4 sealed bids were received on May 25, 2022.

WHEREAS, the Caledonia Utility District, held a Public/Electronic Bid Opening at the Utility District Office and read the 4 sealed bids.

WHEREAS, the lowest responsible bidder for the project bid was The Wanasek Corp. 29606 Durand Avenue Burlington, WI 53105, in the amount of $154,465.00.

WHEREAS, The Public Services Director and the Caledonia Utility District's consulting engineer, Foth Infrastructure & Environment LLC., recommended awarding of the contract for the Westview Village Storm Water Improvements Project to the lowest responsible bidder The Wanasek Corp. in the amount of $154,465.00.

NOW, THEREFORE, BE IT RESOLVED that the contract for the Project be, and hereby is, awarded to the lowest responsible bidder, The Wanasek Corp. in the amount of $154,465.00 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 6th day of June 2022.

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs, Village President

Attest:_____
Joslyn M. Hoeffert, Village Clerk

MEMORANDUM

DATE: **Wednesday, May 25, 2022**

TO: **Caledonia Utility District**

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

RE: **Contract Award – Westview Village Stormwater Improvements Project**

BACKGROUND INFORMATION

The Westview Village Stormwater Improvements Project has been designed, reviewed, and publicly advertised as required. The bid opening for the project was held on May 25. The Caledonia Utility District has received prequalification statements from 4 contractors and received 4 bids on the project. The low bid was from The Wanasek Corp in the amount of $154,465.00. This bid is $30,465 or 24.6% above the Engineers Estimate of $124,000.00.

With 3 of the 4 bids within $12,400 and 2 bids within $22, the bids received are competitive for the work. In reviewing the bid tabulation, it did not appear to have any 1 specific item but more of several items being low on the Engineers Estimate.

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

RECOMMENDATION

Move to authorize the Caledonia Utility District to issue the Notice of Award to The Wanasek Corp for the Westview Village Stormwater Improvements Project in the amount of $154,465.00.

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

May 25, 2022

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

RE: Westview Village Stormwater Improvements

Dear Tony: We have reviewed the bids received on May 25, 2022, for the above referenced project. A summary of the bid is as follows:

Bidder	Total Base Bid Amount
The Wanasek Corp	$ 154,465.00
A.W. Oakes & Son, Inc.	$ 154,487.00
Musson Bros, Inc.	$ 166,842.74
Globe Contractor, Inc.	$ 203,033.00

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 The Wanasek Corporation for the total bid amount of $154,465.00. Their bid is complete and contains all required documentation. The engineer's estimate for the project was $124,000.00.

Please contact me if you have any questions.

Sincerely,

Andrew Schultz, PE

Project Manager

cc: Bob Lui – Caledonia Utility District

Enclosure: Bid Results Worksheet

pw:\\foth-pw.bentley.com:foth-pw-01\Documents\Clients\Caledonia Utility District\Washington Meadows Water Main Improvements\Bidding\LTR-2022-0525-CUD-WashMead Award Rec

Westview Village Stormwater Improvements (#8201251)
Owner: Caledonia Utility District
Solicitor: Foth - Milwaukee
05/25/2022 10:30 AM CDT

						The Wanasek Corp		A.W. Oakes & Son, Inc.		Musson Bros. Inc.		Globe Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	Units	Quantit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid	1	1	Mobilization/Demobilization	LS	1	$8,250.00	$8,250.00	$5,000.00	$5,000.00	$6,951.84	$6,951.84	$2,000.00	$2,000.00
	2	2	Clearing and Grubbing	LS	1	$2,310.00	$2,310.00	$4,700.00	$4,700.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00
	3	3	Traffic Control	LS	1	$1,080.00	$1,080.00	$2,600.00	$2,600.00	$2,250.00	$2,250.00	$2,000.00	$2,000.00
	4	4	Silt Fence	LF	1340	$2.00	$2,680.00	$3.00	$4,020.00	$3.00	$4,020.00	$3.00	$4,020.00
	5	5	Rock Filled Filter Bag	EA	80	$16.00	$1,280.00	$23.00	$1,840.00	$11.50	$920.00	$12.00	$960.00
	6	6	Stripping and Stockpiling Topsoil	SY	2225	$4.00	$8,900.00	$3.00	$6,675.00	$6.40	$14,240.00	$5.00	$11,125.00
	7	7	Inlet Protection	EA	4	$70.00	$280.00	$116.00	$464.00	$100.00	$400.00	$100.00	$400.00
	8	8	Sawcut Pavement, Full Depth	LF	45	$5.00	$225.00	$10.00	$450.00	$16.00	$720.00	$10.00	$450.00
	9	9	Pavement Removal	SY	210	$4.00	$840.00	$10.00	$2,100.00	$5.18	$1,087.80	$5.00	$1,050.00
	10	10	Regrading Drainage Swale	CY	42	$65.00	$2,730.00	$65.00	$2,730.00	$122.27	$5,135.34	$100.00	$4,200.00
	11	11	Connect to Existing Storm Sewer	EA	2	$2,600.00	$5,200.00	$1,050.00	$2,100.00	$490.36	$980.72	$1,000.00	$2,000.00
	12	12	36-inch RCP Storm Sewer (Granular Backfill)	LF	101	$235.00	$23,735.00	$212.00	$21,412.00	$232.85	$23,517.85	$360.00	$36,360.00
	13	13	36-inch RCP Storm Sewer (Spoil Backfill)	LF	228	$175.00	$39,900.00	$158.00	$36,024.00	$201.96	$46,046.88	$320.00	$72,960.00
	14	14	18-inch RCP Storm Sewer (Spoil Backfill)	LF	16	$125.00	$2,000.00	$82.00	$1,312.00	$168.81	$2,700.96	$230.00	$3,680.00
	15	15	36-inch End Section	EA	1	$1,975.00	$1,975.00	$3,425.00	$3,425.00	$4,420.32	$4,420.32	$2,400.00	$2,400.00
	16	16	60-inch Diameter Manhole	VF	6	$880.00	$5,280.00	$640.00	$3,840.00	$1,035.27	$6,211.62	$903.00	$5,418.00
	17	17	84-inch Diameter Manhole	VF	6	$1,970.00	$11,820.00	$1,410.00	$8,460.00	$1,637.97	$9,827.82	$1,500.00	$9,000.00
	18	18	3/4" Crushed Limestone (Shoulder Restoration)	TON	8	$30.00	$240.00	$50.00	$400.00	$112.43	$899.44	$50.00	$400.00
	19	19	1 1/4" Crushed Limestone (HMA Base)	TON	35	$30.00	$1,050.00	$25.00	$875.00	$55.94	$1,957.90	$50.00	$1,750.00
	20	20	HMA Binder Course	TON	55	$145.00	$7,975.00	$367.00	$20,185.00	$213.00	$11,715.00	$315.00	$17,325.00
	21	21	HMA Surface Course	TON	20	$280.00	$5,600.00	$320.00	$6,400.00	$213.00	$4,260.00	$275.00	$5,500.00
	22	22	Bituminous Tack Coat	GAL	15	$6.00	$90.00	$5.00	$75.00	$20.00	$300.00	$4.00	$60.00
	23	23	Medium Riprap	CY	8	$125.00	$1,000.00	$200.00	$1,600.00	$192.25	$1,538.00	$300.00	$2,400.00
	24	24	Topsoil, Seed, Fertilizer, and Erosion Mat	SY	2225	$9.00	$20,025.00	$8.00	$17,800.00	$6.85	$15,241.25	$7.00	$15,575.00
					Total=	$154,465.00		$154,487.00		$166,842.74		$203,033.00	

Caledonia Utility District
Westview Village Stormwater Improvements
Bid Summary
May 25, 2022
10:30 AM

Company Name	Bid Bond	Subcontractor Listing	Substitutes and Or Equal	Bid Total	Apparent Low Bidder
Musson Brothers	✓	✓		$166,842.74	
AW Oakes	✓	✓		$154 487.00	
Globe Contractors	✓	✓		$203,033.00	
The Wanasek Corp	✓	✓		$154,465.00	✓
Engineers Estimate				$124,000.00	

Caledonia Utility District
Westview Village Stormwater Improvements
Engineers Estimate
May 24, 2022

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization/Demobilization	LS	1	$ 10,000.00	$ 10,000.00
2	Clearing and Grubbing	LS	1	$ 2,000.00	$ 2,000.00
3	Traffic Control	LS	1	$ 2,000.00	$ 2,000.00
4	Silt Fence	LF	1,340	$ 3.00	$ 4,020.00
5	Rock Filled Filter Bag	EA	80	$ 15.00	$ 1,200.00
6	Stripping and Stockpiling Topsoil	SY	2,225	$ 4.50	$ 10,012.50
7	Inlet Protection	EA	4	$ 100.00	$ 400.00
8	Sawcut Pavement, Full Depth	LF	45	$ 1.50	$ 67.50
9	Pavement Removal	SY	210	$ 5.00	$ 1,050.00
10	Regrading Drainage Swale	CY	42	$ 100.00	$ 4,200.00
11	Connect to Existing Storm Sewer	EA	2	$ 600.00	$ 1,200.00
12	36-inch RCP Storm Sewer (Granular Backfill)	LF	101	$ 185.00	$ 18,685.00
13	36-inch RCP Storm Sewer (Spoil Backfill)	LF	228	$ 120.00	$ 27,360.00
14	18-inch RCP Storm Sewer (Spoil Backfill)	LF	16	$ 80.00	$ 1,280.00
15	36-inch End Section	EA	1	$ 600.00	$ 600.00
16	60-inch Diameter Manhole	VF	6	$ 700.00	$ 4,200.00
17	84-inch Diameter Manhole	VF	6	$ 900.00	$ 5,400.00
18	3/4" Crushed Limestone (Shoulder Restoratic	TON	8	$ 60.00	$ 480.00
19	1 1/4" Crushed Limestone (HMA Base)	TON	35	$ 40.00	$ 1,400.00
20	HMA Binder Course	TON	55	$ 120.00	$ 6,600.00
21	HMA Surface Course	TON	20	$ 140.00	$ 2,800.00
22	Bituminous Tack Coat	GAL	15	$ 10.00	$ 150.00
23	Medium Riprap	CY	8	$ 30.00	$ 240.00
24	Topsoil, Seed, Fertilizer, and Erosion Mat	SY	2,225	$ 8.00	$ 17,800.00
				TOTAL=	$ 124,000.00

Foth

RESOLUTION NO. 2022-62

RESOLUTION AUTHORIZING THE PARTIAL RELEASE FROM UTILITY AGREEMENTS AND PRIOR DEVELOPMENT AGREEMENTS BETWEEN THE VILLAGE OF CALEDONIA, VILLAGE OF CALEDONIA UTILITY DISTRICT AND WISPARK LLC FOR LOT 4 AND A PORTION OF OUTLOT 3 OF CERTIFIED SURVEY MAP 3437 IN DEBACK FARMS BUSINESS PARK

WHEREAS, the Village of Caledonia, the Village of Caledonia Utility District, and WisPark LLC entered into a Development Agreement with 3 Amendments and 2 Utility Agreements for WisPark LLC to construct DeBack Farms Business Park Phases I, II and III on a parcel of land in Tax Incremental District No. 4 in the Village;

WHEREAS, WisPark LLC is selling Pad C in DeBack Farms Business Park, more specifically Lot 4 and a portion of Outlot 3 of Certified Survey Map 3437 to Likewise DeBack Development LLC;

WHEREAS, WisPark LLC is requesting that the property to be sold is released from the various agreements to allow Likewise DeBack Development LLC to develop of the property with a 188,000 square foot industrial facility involving a $12.2 Million capital investment for the primary building;

WHEREAS, the Village has entered into a Development Agreement with Likewise DeBack Development LLC to develop and locate its new facility on the property;

WHEREAS, WisPark LLC has met its developer's obligations for the property;

WHEREAS, the Village of Caledonia Utility District has authorized it's President and Secretary to execute the Partial Release from Utility Agreements and Prior Development Agreement at the June 1, 2022 meeting of the Village of Caledonia Utility District;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the Partial Release from Utility Agreements and Prior Development Agreement between the Village of Caledonia, the Village of Caledonia Utility District, and Wispark LLC attached as Exhibit A is hereby approved, and the Village President and Village Clerk are authorized to execute said partial release and the Village Administrator and the Public Services Director are authorized to take such actions as deemed necessary in furtherance thereof;

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs, President

Attest:_____
Joslyn Hoeffert, Clerk

Document Number	Document Title
	PARTIAL RELEASE from UTILITY AGREEMENTS AND PRIOR DEVELOPMENT AGREEMENT

Recording Area

Drafted by, Name and Return Address

Joseph E. Puchner
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

104-04-22-30-015-240
Part of 104-04-22-30-015-270

Parcel Identification Number (PIN)

PARTIAL RELEASE

THIS PARTIAL RELEASE ("Partial Release") is made as of _____, 2022, by and among the **VILLAGE OF CALEDONIA**, Wisconsin, a Wisconsin municipal corporation (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 (hereinafter jointly and severally referred to as the "District"), and **WISPARK LLC**, a Wisconsin limited liability company ("Wispark").

RECITALS:

WHEREAS, the Village and Wispark entered into that certain DeBack Farms Business Park Development Agreement pertaining to the Village of Caledonia Tax incremental District No. 4 dated as of July 27, 2016, as amended by that certain First Amendment to Development Agreement dated as of September 29, 2016, that certain Second Amendment to Development Agreement dated as of July 16, 2018, and that certain Third Amendment to Development Agreement dated as of May 3, 2021 with respect to the land described on Exhibit A attached hereto and all improvements located and to be located thereon (collectively, the "Property"). A Memorandum of Development Agreement was recorded with the Register of Deeds for Racine County ("Register of Deeds") on August 1, 2016, as Document No. 2441100, which document encumbers land which includes the Property, a Memorandum of Second Amendment to Development Agreement was recorded with the Register of Deeds on July 18, 2018, as Document No. 2498871, which document encumbers the Property, and a Memorandum of Third Amendment to Development Agreement was recorded with the Register of Deeds on May 12, 2021, as Document No. 2591521, which document encumbers a portion of the Property. A Partial Release of Development Agreement and Utility Agreement was recorded with the Register of Deeds on October 7, 2016 as Document No. 2447306, releasing a portion of the Property, as set forth therein. A further Partial Release was recorded with the Register of Deeds on July 19, 2018, as Document No. 2498916, releasing Lot 1 of Certified Survey Map No. 3302, as more fully described therein. A further Partial Release was recorded with the Register of Deeds on April 6, 2021, as Document No. 2587359, releasing Lots 1, 2 and 3 and Outlot 4 of Certified Survey Map No. 3438, as more fully described therein. All of the documents in this Whereas clause are entitled the "Development Agreement."

WHEREAS, the Village, the District (or its predecessors) and Wispark entered into an agreement addressing the construction of sanitary sewer and water mains, entitled Agreement to Allow Private Construction of Sanitary Sewers and/or Watermains by Wispark, LLC, dated September 29, 2016 (the "Original Utility Agreement") which was recorded with the Register of Deeds on September 29, 2016, as Document No. 2446496, which document encumbers land that includes the Property.

WHEREAS, the Village, the District (or its predecessors) and Wispark entered into a separate agreement addressing the construction of sanitary sewer and water mains, entitled Agreement to Allow Private Construction of Utility Infrastructure by Wispark LLC, dated July 16, 2018 (the "New Utility Agreement") which was recorded with the Register of Deeds on July 18, 2018, as Document No. 2498872, which document encumbers the Property.

WHEREAS, a Partial Release from Utility Agreements and Prior Development Agreement, dated as of April 5, 2021, was recorded with the Register of Deeds on April 6, 2021 as Document No. 2587359, releasing a portion of the land that includes the Property from the Original Utility Agreement and New Utility Agreement, as set forth therein.

WHEREAS, Wispark legally divided a portion of the Property by recording Certified Survey Map No. 3437 with the Register of Deeds on March 26, 2021 as Document No. 2586090, which created, among other things, Lot 4 and Outlot 3 of Certified Survey Map No. 3437;

WHEREAS, Wispark now desires to sell Lot 4 and a portion of Outlot 3 of Certified Survey May No. 3437 (the "Excluded Parcel", as further described on Exhibit B attached hereto) for individual site development for a Project; and

WHEREAS, Village, District and Wispark desire to release the Excluded Parcel from the Development Agreement, the Original Utility Agreement and the New Utility Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Partial Release shall have the meaning given to such terms in the Development Agreement.

2. Partial Release. The Excluded Parcel is hereby released from the Development Agreement (including, without limitation, all amendments thereto and memoranda for recording thereof), the Original Utility Agreement and the New Utility Agreement, and the partial release provided in this Section 2 shall apply to events occurring after the date of this Partial Release except that:

a. The Excluded Parcel shall remain subject to the Declaration of Development Standards and Protective Covenants recorded with the Racine County Register of Deeds as Document No. 2446964 and the Restrictive Covenant recorded with the Racine County Register of Deeds as Document No. 2441101.

b. Notwithstanding this partial release of the Excluded Parcel, Wispark shall remain bound by all of the terms, covenants, and conditions of the Development Agreement, as amended, the Original Utility Agreement and the New Utility Agreement.

3. Effect of Partial Release. Except as expressly modified herein, the Development Agreement, as amended, the Original Utility Agreement and the New Utility Agreement shall remain as executed in full force and effect.

4. Counterparts. This Partial Release may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

5. Successors and Assigns. This Partial Release shall be binding upon and shall inure to the benefit of the undersigned and their respective successors and assigns as to the Excluded Parcel.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Partial Release as of the day, month and year first written above.

WISPARK LLC

By:_____
Erica-Nicole Harris, Vice President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me on June ____, 2022, the above-named Erica-Nicole Harris, as Vice President of Wispark LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Wispark LLC.

By:_____
Name Printed: _____

Notary Public, State of Wisconsin
My Commission Expires: _____

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs, Village President

Attest:_____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)
) SS
RACINE COUNTY)

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

By:_____
Name Printed: _____

Notary Public, State of Wisconsin
My Commission Expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT COMMISSION ON BEHALF OF THE VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT AND THE VILLAGE OF CALEDONIA WATER UTILITY DISTRICT

By: Howard Stacey
Howard Stacey, President

Attest: Michael Pirk
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
RACINE COUNTY)

Personally came before me on June 1st, 2022, the above-named Howard Stacey, President and Michael Pirk, Secretary, on behalf of the Village of Caledonia Utility District Commission, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District Commission.

By: Anthony A. Bunkelman
Name Printed: Anthony A. Bunkelman

Notary Public, State of Wisconsin
My Commission Expires: July 26, 2023

EXHIBIT A

THE PROPERTY

Lot 1 and Lot 2, Certified Survey Map No. 3302, recorded on July 13, 2018, in Volume 10 of Certified Survey Maps, pages 918-929, as Document No. 2498467, being a redivision of all of Lot 2 of 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.

Part of Tax Key: 104-04-22-30-015-200

Address: Adams Road

EXHIBIT B

EXCLUDED PARCEL

Lot 4, Certified Survey Map No. 3437, recorded on March 26, 2021, as Document No. 2586090, being a redivision of all of Lot 2 of Certified Survey Map No. 3302, 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.

Also:

That part of Outlot 3 of Certified Survey Map No. 3437, in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence North 89°23'57" East along the north line of said Northeast 1/4, 136.85 feet; thence South 00°36'03" East and then along the east line of Lot 4 of Certified Survey Map No. 3437, 532.00 feet to the south line of said Lot 4; thence South 89°16'18" West along the south line of said Lot 4, 81.33 feet to the Point of Beginning; Thence South 44°16'19" West, 7.07 feet; thence South 00°43'42" East, 50.00 feet; thence South 89°16'18" West, 311.00 feet; thence North 00°43'42" West, 48.50 feet; thence North 45°43'42" West, 9.19 feet to the aforesaid south line of Lot 4; North 89°16'18" East along said south line, 322.50 feet to the Point of Beginning.

Tax Key: 104-04-22-30-015-240 (Lot 4)
Part of Tax Key: 104-04-22-30-015-270 (Part of Outlot 3)

Address: Four Mile Road

RESOLUTION NO. 2022-64

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA AUTHORIZING THE VILLAGE TO ENTER INTO A SPECIAL COUNSEL ENGAGEMENT AGREEMENT WITH THE LAW FIRM OF TERRY & NUDO, LLC

WHEREAS, Marc Silverman has filed a petition for a writ of certiorari in Racine County Circuit Court naming the Village of Caledonia, in Case No. 2022-CV-0598.

WHEREAS, it has been recommended that the Village retain special litigation counsel to represent the Village in defense of this lawsuit;

NOW THEREFORE BE IT RESOLVED, that the law firm of Terry & Nudo, LLC is confirmed as Special Counsel to represent the Village of Caledonia in this matter and that the engagement agreement attached hereto as **Exhibit A** (the "Engagement Agreement") is hereby approved;

BE IT FURTHER RESOLVED THAT the Village President and Village Clerk are authorized to execute the Engagement Agreement and that the Village Administrator and Village Attorney are authorized to assist in the matter as necessary in furtherance of the Board's directives.

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

VILLAGE OF CALEDONIA

By:_____
James R. Dobbs,
Village President

Attest:_____
Joslyn Hoeffert,
Village Clerk

TERRY & NUDO, LLC
600 52nd Street, Suite 320, Kenosha, WI 53140
Kenosha (262) 842-2338 ■ Burlington (262) 757-7707 ■ Fax (262) 584-9949

Todd A. Terry
Todd@LawMidwest.com

www.LawMidwest.com

June 2, 2022

VIA E-MAIL ONLY (esekes@peglawfirm.com**)**

Village of Caledonia
c/o Village Board
5043 Chester Lane
Racine, WI 53402

Re: Litigation Defense - Silverman

Dear Village Board:

I write in regard to the above matter. Thank you for selecting Terry & Nudo, LLC to represent you as we are humbled to be allowed to serve you. Our office strives to deliver high quality, cost effective legal services and will always work in your best interest, subject to our duties of professional responsibilities. Please do not hesitate to contact us if you have any questions or concerns.

1. Identification of Clients. Our clients will be identified as the Village of Caledonia, Village Board (hereinafter the "Clients"). Any reference in this correspondence to you or the clients will refer to the Village of Caledonia, Village Board.

2. Scope of Engagement. This engagement letter (the "Agreement") confirms the terms of our representation. As we discussed, the scope of our engagement on behalf of you as our clients, will, in general, be to represent you (collectively) in Racine County Circuit Court Case 22-CV-598*, Marc A. Silverman v. Village of Caledonia*. This representation, unless agreed to via additional engagement, shall be limited to the trial court level. The engagement does not include any services in any appellate court.

3. Staffing. I will be the responsible attorney for this file. I will keep you informed of my offices progress and we will utilize our best efforts to respond to you as promptly as possible. In return, we request that you keep us informed of any developments that may affect our work as soon as you become aware of them and to be available when we need to consult with you or any other professionals or employees whom you designate to us as individuals who are providing you with additional assistance or advice on this matter.

4. Conflicts of Interest. We have checked our records and confirm that there is not a conflict of interest that prevents us from working on these matters based upon the information you have provided to us at this time.

5. Fees and Billing. The fees and costs for our engagement are not predictable at this point. Therefore, we cannot promise what fees or expenses will be necessary to resolve or complete our work. The payment of our firm's fees and costs are not contingent upon any specific outcome. The payment terms of our representation are as follows:

A. It has been agreed that you will compensate us for services, subject to the professional responsibility rules governing our practice, based upon the time devoted to your matter at the hourly rates charged by members of our firm. The agreed upon hourly rate is $175.00 per hour.

B. We will bill you for support services, such as photocopy, long distance telephone and facsimile calls, messenger and delivery service, recording and filing fees.

C. We may ask you to pay directly invoices which we receive from third parties (such as filing fees with the Department of Financial Institutions or fees for corporate record books or a corporate seal) that bill us during our representation.

D. Statements are normally sent each month and reflect the services and expenses incurred to date. Payment shall be due promptly upon receipt. In addition, subject to our rules of professional responsibility, you agree that we may also cease performing services until satisfactory arrangements have been made for payments of amounts outstanding in excess of 45 days and the payment of future amounts.

6. Costs and Out of Pocket Expenses. The Client agrees to advance and pay to the Attorneys sufficient sums to pay all filing fees, court costs and all other necessary expenses in order to properly investigate, prepare and prosecute the claims, whether damages are recovered or not. No settlement shall be binding without the Client's consent. The Attorneys shall have a lien for their services and for their expenses incurred on behalf of the Client upon the proceeds paid in the Client's claims.

7. Termination of Representation.

A. Either of us may terminate this agreement at any time for any reason by written notice. Our firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, our firm will take all reasonable and practical steps to protect your interests. We will provide new counsel with any papers you have given us.

B. Unless previously terminated, our representation will end when we send our final statement of account. After the representation ends, there may be changes in laws or regulations that might affect your future rights and responsibilities. However, our firm does not have an obligation to continue to advise you about future legal developments, unless you engage us to do so.

8. Disposition of Files and Records. Following termination of our representation, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. This storage will be in a confidential and secured electronic format. At your request, electronically saved or produced documents will be returned to you promptly upon receipt of payment for outstanding fees and costs, unless applicable rules of professional responsibility require an earlier return. Our own files, including lawyer work product, pertaining to the representation will be retained by our firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit card accounting records and internal lawyer's work product such as drafts, notes, internal memoranda and legal and factual research prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us any time after seven (7) years after termination of the engagement unless you request otherwise.

9. Opinions; Results. Either at the beginning or during representation, we might express opinions or beliefs concerning our representation and the results that might be anticipated. Any such statement made by us is an expression of opinion only and is not a promise or guaranty of results. At this early stage, it is difficult to say, with any precision, how 'strong' your case may be. Our position will become more defined once we have the appraisal conducted.

Please confirm your approval of this engagement agreement by signing and returning the enclosed duplicate copy in the envelope provided. If you have any questions or if this agreement does not accurately set forth our arrangement, please call me.

Sincerely,

TERRY & NUDO, LLC

Todd A. Terry

TAT/psw

Agreed and accepted this _____ day of June, 2022.

VILLAGE OF CALEDONIA

By:_____