
VILLAGE BOARD MEETING AGENDA
Monday, July 11, 2022 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
5. **Approval of Minutes**
 - Special Board – June 20, 2022
 - Village Board – June 20, 2022
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
8. **Ordinances and Resolutions**
 - A. **Resolution 2022-73** – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Village Of Caledonia To Enter Into A Development Agreement With Cornerstone Development Of S.E. Wisconsin, LLC For Parcels Located In TID #5, West Of Waters Edge Rd
 - B. **Resolution 2022-70** – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Village Of Caledonia To Approve A Revised Development Agreement With CCM-Caledonia, LLC And Cardinal Capital Management, Inc. For Lands Within Tax Incremental District No. 5 For A Residential Condominium Development
 - C. **Ordinance 2022-12** – An Ordinance To Amend Sections 7-3-1 And 7-3-2 Of The Code Of Ordinances For The Village Of Caledonia Relating To The Licensing Of Tobacco Products And The Licensing Sale Of Nonintoxicating Beverages And To Repeal Section 7-3-3 Of The Code Of Ordinances For The Village Of Caledonia Relating To Licensing Sale Of Soda Water Beverages
 - D. **Ordinance 2022-13** – An Ordinance To Create Title 5 Chapter 11 Containing Sections 5-11-1 Through 5-11-4 Entitled Disposal Of Abandoned And Seized Property, To Renumber And Amend Title 5 Chapter 7 Sections 5-7-1 To 5-7-6 To Be Title 3 Chapter 6 Sections 3-6-1 To 3-7-6 Entitled Disposal Of Surplus Property Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin, Relating To The Disposal Of Abandoned And Seized Property
 - E. **Ordinance 2022-14** – An Ordinance To Amend Section 9-1-1(E), Section 9-2-1(A)(4), And Section 9-4-1(E) Of Title 9 For Public Utilities To Change References From The Village Utility Director To The Village Public Services Director And To Change Reference To District Manager To Utility Supervisor In Section 9-4-4 In The Code Of Ordinances For The Village Of Caledonia
 - F. **Ordinance 2022-15** – An Ordinance To Amend Section 15-1-24 (A) Relating To Minimum Fees To Include A Dishwasher Fee; And To Create Section 15-1-24(L) Relating To Plumbing Permit And Inspection Fee Schedule And Entitled Commercial Plumbing; And To Amend Section 15-1-25 (C) To Adjust The Fees For Electrical Work For Commercial, Industrial And Agricultural Structures Or Properties, And To Amend Section 15-1-25 (D) To Adjust The Minimum Fees For Residential And Commercial Electrical Work, All Of Which Sections Are Of The Village Of Caledonia Code Of Ordinances

- G. **Charter Ordinance 2022-001** – A Charter Ordinance To Repeal And Recreate Sec. 2-4-8 Of The Village Of Caledonia Municipal Code Of Ordinances Related To The Office Of Village Clerk
 - H. **Resolution 2022-66** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Conditional Use Permit Extension And A Nonmetallic Mining Permit Renewal To Allow For The Further Development Of An Existing Limestone Quarry Located On Properties North And East Of The Existing Quarry At 1501 3 Mile Road, Village Of Caledonia, Racine County, WI; Payne & Dolan, Inc. Owner/Applicant
 - I. **Resolution 2022-67** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Conditional Use And Building, Site, And Operations Plan To Allow The Outdoor Parking And Storage Of Semi-Tractors And Trailers, Located On A Parcel Directly South Of 215 S. 27th Street 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.
 - J. **Resolution 2022-68** - Resolution Authorizing The Village Of Caledonia To Modify The Budget For Additional Costs Associated With The Refurbishment Of The Pierce 2007 Dash Aerial Fire Truck
 - K. **Resolution 2022-69** – Resolution Of The Village Board Of The Village Of Caledonia Creating A Schedule Of Costs For Culvert Driveway Replacement And Installation
 - L. **Resolution 2022-71** – Resolution Of The Village Board Of The Village Of Caledonia To Approve Certified Survey Map # _____; Parcel ID 104-04-23-30-022-001 – Located In The NE 1/4 Of Section 30, T4N, R23E, West Johnson Avenue, Village Of Caledonia, Racine County, WI – Owner/Applicant Tracie Brisko-Newell
 - M. **Resolution 2022-72** – Resolution Of The Village Board Of The Village Of Caledonia To Approve Certified Survey Map # _____; Parcel ID 104-04-23-28-093-000 – Located In The SE 1/4 Of Section 28, T4N, R23E, Ruby Avenue, Village Of Caledonia, Racine County, WI – Owner/Applicant Mark Decheck
- 9. **New Business**
 - A. Appointment to the Plan Commission
 - B. Committee and Commission Appointments
 - 10. **Report from Village Administrator**
 - 11. **Adjournment**

**Special Village Board Meeting
June 20, 2022**

Board Present: Trustee Wishau, Trustee Weatherston, Trustee Martin and Trustee McManus.

Absent President Dobbs, Trustee Folk, and Trustee Stillman were excused.

Staff/Others: Administrator Kathy Kasper, HR Manager Michelle Tucker, Development Director Peter Wagner, Engineer Ryan Schmidt, Police Chief Christopher Botsch, and Fire Chief Jeff Henningfeld. Attorney Alan Marcuvitz and Attorney Elaine Ekes were also present.

1. Call the meeting to order

Trustee Wishau called the meeting to order at 5:30 p.m., at the Caledonia Village Hall.

2. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically to discuss the Western portion of TID 5.

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

Trustee Weatherston – aye Trustee Wishau – aye
Trustee McManus – aye Trustee Martin – aye
Motion carried unanimously.

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

Motion by Trustee Weatherston to go into open session. Seconded by Trustee McManus. Motion carried unanimously.

Motion by Trustee Martin to place on the July 11th Board agenda the proposed development agreement for TID 5. Seconded by Trustee Weatherston. Motion carried unanimously.

4. Adjournment

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

Meeting adjourned at 5:55 p.m.

Respectfully submitted,
Joslyn Hoeffert, Village Clerk

**Village Board Meeting
June 20, 2022**

1 - Order

Trustee Wishau 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 Wishau, Trustee Weatherston, Trustee Martin and Trustee McManus.

Absent: President Dobbs, Trustee Folk, and Trustee Stillman were excused.

Staff: Also present were Administrator Kathy Kasper, HR Manager Michelle Tucker, Development Director Peter Wagner, Engineer Ryan Schmidt, Police Chief Christopher Botsch, and Fire Chief Jeff Henningfeld. Attorney Ekes was also present.

4 – Communications and Announcements

A. Real Racine/RCEDC Update

Real Racine and RCEDC have come to an agreement.

5 – Approval of Minutes

Special Village Board – June 13, 2022

Village Board – June 6, 2022

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

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

6 – Citizens Reports

7 – Committee Report

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

Village – \$ 179,497.08

Motion by Trustee Weatherston to approve the A/P checks as presented for \$ 179,497.08
Seconded by Trustee McManus. Motion carried unanimously.

The Police Chief explained the purchase of two bicycles that were procured through a grant. There are currently four bicycles that are currently in use for patrolling.

7B - Legislative & Licensing

1. Grant 2022-2023 Class A and Class B Beer & Liquor Licenses

Motion by Trustee Martin to Grant 2022-2023 Class A and Class B Beer & Liquor Licenses as attached. Seconded by Trustee McManus. Motion carried unanimously.

8 – Ordinances and Resolutions

8A – Resolution 2022-65 – Resolution Approving An Updated Bond Schedule For The Village Of Caledonia Municipal Court

Attorney Ekes explained the purpose of the bond schedule.

Motion by Trustee Weatherston to approve Resolution 2022-65 – Resolution Approving An Updated Bond Schedule For The Village Of Caledonia Municipal Court. Seconded by Trustee McManus. Motion carried unanimously.

9 – Report from Village Administrator

The Administrator updated the Village Board.

10. Adjournment

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

Meeting adjourned at 6:13 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	567031	6/1/2022 BILLING PERIOD 6/1/20	06/01/2022	7,844.44	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	567031	6/1/2022 BILLING PERIOD 6/1/20	06/01/2022	441.20	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	567031	6/1/2022 BILLING PERIOD 6/1/20	06/01/2022	57.60	100-21536-000 Vision Deductions
498	ACH - DELTA DENTAL	567031	6/1/2022 BILLING PERIOD 6/1/20	06/01/2022	878.16	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:					9,221.40	
ACH - JAMES IMAGING						
897	ACH - JAMES IMAGING	31887848	TOSHIBA COPIERS - VILLAGE H	06/22/2022	1,380.73	100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					1,380.73	
ACH - SUPERFLEET						
1730	ACH - SUPERFLEET	EJ994 061820	MAY-JUN 2022; FUEL FOR FD V	06/27/2022	1,405.91	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					1,405.91	
ACH - TIAA COMMERCIAL FINANCE, INC.						
1851	ACH - TIAA COMMERCIAL FINA	8983723	MAY 2022 PRINTER LEASE	06/15/2022	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	31887847	COPIER FOR COURT SYSTEM	06/21/2022	228.75	100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					228.75	
ACH - WE ENERGIES						
380	ACH - WE ENERGIES	4173672756	BILLING PERIOD 05/04/22-05/31/	06/09/2022	547.59	221-00-64140 Utilities
380	ACH - WE ENERGIES	4173672756	BILLING PERIOD 05/04/22-05/31/	06/09/2022	2,948.54	100-43-64140 Utilities
380	ACH - WE ENERGIES	4173672756	BILLING PERIOD 05/04/22-05/31/	06/09/2022	1,065.63	100-90-64290 Street Lighting
380	ACH - WE ENERGIES	4173672756	BILLING PERIOD 05/04/22-05/31/	06/09/2022	280.23	100-41-64140 Utilities
380	ACH - WE ENERGIES	4173672756	BILLING PERIOD 05/04/22-05/31/	06/09/2022	1,185.03	100-30-64140 Utilities
380	ACH - WE ENERGIES	4173672756	BILLING PERIOD 05/04/22-05/31/	06/09/2022	2,106.32	100-35-64140 Utilities
380	ACH - WE ENERGIES	4176819264	BILLING PERIOD 5/11/22 - 6/13/2	06/13/2022	11,165.40	100-90-64290 Street Lighting
Total ACH - WE ENERGIES:					19,298.74	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
AERO COMPRESSED GASES						
29	AERO COMPRESSED GASES	455330	MEDICAL OXYGEN	07/06/2022	47.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:					47.50	
ALCIVIA						
680	ALCIVIA	000967	6/11/22; DIESEL FUEL M-20	06/29/2022	77.19	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	001090	6/19/22; DIESEL FUEL	06/29/2022	99.50	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	1236	DIESEL FUEL FOR CFD VEHICL	07/06/2022	100.52	100-35-63200 Fuel, Oil, Fluids
Total ALCIVIA:					277.21	
ARAMARK						
128	ARAMARK	6240030879	RUG DELIVERY - VILLAGE HALL	06/15/2022	287.74	100-43-62100 Contracted Services
Total ARAMARK:					287.74	
ASCENSION WI EMP SOLUTIONS						
9226	ASCENSION WI EMP SOLUTION	173356	EMPLOYEE SCREENING	06/30/2022	178.00	100-35-51100 Testing/Physicals
Total ASCENSION WI EMP SOLUTIONS:					178.00	
ATIS ELEVATOR INSPECTIONS, LLC						
149	ATIS ELEVATOR INSPECTIONS,	IN237803	ELEVATOR INSPECTION	06/20/2022	59.50	100-30-64240 Building Repairs & Maintenance
Total ATIS ELEVATOR INSPECTIONS, LLC:					59.50	
BELLE CITY FIRE & SAFETY						
196	BELLE CITY FIRE & SAFETY	124596999	6 FIRE EXT. INSPECTIONS	05/11/2022	91.50	100-43-64240 Building Repairs & Maintenance
196	BELLE CITY FIRE & SAFETY	12459818	1 - 2.5 LB ABC EXTINGUISHER, I	05/23/2022	358.60	100-43-64070 Work Supplies
Total BELLE CITY FIRE & SAFETY:					450.10	
BUY RIGHT, INC.						
273	BUY RIGHT, INC.	14873-359148	PAINT FOR A PLASTIC PARK TO	04/12/2022	195.57	221-00-64070 Work Supplies
273	BUY RIGHT, INC.	367268	Q-12; MISC PARTS	06/29/2022	26.78	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	367484	MISC MECHANIC SUPPLIES	06/29/2022	149.84	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	367986	M-11; OIL FILTER	07/06/2022	14.34	100-35-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total BUY RIGHT, INC.:					386.53	
CIVIC SYSTEMS, LLC						
375	CIVIC SYSTEMS, LLC	CVC22020	SEMI-ANNUAL SOFTWARE FEE	06/27/2022	7,563.00	100-90-64300 IT Maintenance & Subscriptions
Total CIVIC SYSTEMS, LLC:					7,563.00	
CLEANCO RACINE, INC						
9021	CLEANCO RACINE, INC	5807	MAY 22 CLEANING SERVICES P	06/15/2022	869.00	100-43-62100 Contracted Services
Total CLEANCO RACINE, INC:					869.00	
CLIFTON LARSON ALLEN LLP						
378	CLIFTON LARSON ALLEN LLP	3325392	AUDIT SERVICES - PROGRESS	06/27/2022	17,010.00	100-90-61300 Audit Services
Total CLIFTON LARSON ALLEN LLP:					17,010.00	
CLL SERVICES INC						
9085	CLL SERVICES INC	636	WEED MOWING - 104-04-22-04-	01/28/1900	320.00	100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	636	WEED MOWING - 104-04-22-33-	01/28/1900	80.00	100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	636	WEED MOWING - 104-04-23-29-	01/28/1900	240.00	100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	636	WEED MOWING -104-04-23-29-3	01/28/1900	160.00	100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	636	WEED MOWING -104-04-23-29-5	01/28/1900	480.00	100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	639	6/24/22 RECEIPTS FOR MAILIN	06/24/2022	316.88	100-12-64040 Postage & Shipping
Total CLL SERVICES INC:					1,596.88	
COMPLETE OFFICE OF WISCONSIN						
392	COMPLETE OFFICE OF WISCO	383934	PAPER TOWEL FOR BREAK RO	06/21/2022	29.29	100-43-64240 Building Repairs & Maintenance
392	COMPLETE OFFICE OF WISCO	413468	DISH SOAP	07/06/2022	87.82	100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	413468	COPY PAPER	07/06/2022	150.81	100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	415195	TISSUES	07/06/2022	28.54	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:					296.46	
CONSERV FS INC.						
3962	CONSERV FS INC.	777003580	4,000 GAL NL GAS	06/24/2022	14,720.00	100-41-63200 Fuel, Oil, Fluids
3962	CONSERV FS INC.	777003591	4,000 GAL DIESEL FUEL	07/06/2022	15,360.00	100-41-63200 Fuel, Oil, Fluids

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total CONSERV FS INC.:					30,080.00	
CUMMINS SALES AND SERVICES						
429	CUMMINS SALES AND SERVICE	F6-33684	STATION 12 GENERATOR MAIN	06/29/2022	145.79	100-35-64240 Building Repairs & Maintenance
Total CUMMINS SALES AND SERVICES:					145.79	
D & S TECHNOLOGIES LLC						
436	D & S TECHNOLOGIES LLC	27363	JUN 22-23; ANNUAL IP OFFICE	05/14/2022	4,000.00	100-90-64300 IT Maintenance & Subscriptions
Total D & S TECHNOLOGIES LLC:					4,000.00	
DIVERSIFIED BENEFIT SERVICES						
525	DIVERSIFIED BENEFIT SERVIC	356414	06/15/2022 JUNE FSA FLEXIBLE	06/15/2022	182.00	100-90-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					182.00	
DON'S ELECTRIC						
549	DON'S ELECTRIC	8922	REPLACE BREAKER PANEL & B	06/17/2022	604.46	220-00-61000 Professional Services
549	DON'S ELECTRIC	9022	REPLACE GFCI OUTLET LOWE	06/17/2022	350.00	221-00-64240 Building Repairs & Maintenance
Total DON'S ELECTRIC:					954.46	
EHLERS INVESTMENT PARTNERS						
584	EHLERS INVESTMENT PARTNE	90756	SOUTH HILLS DEVELOPMENT	06/09/2022	5,200.00	414-00-61000 Professional Services
Total EHLERS INVESTMENT PARTNERS:					5,200.00	
EMERGENCY LIGHTING AND ELECTRONICS						
9179	EMERGENCY LIGHTING AND EL	210677	#210 NEW ETHERNET INSTALL	06/22/2022	135.00	100-30-63300 Vehicle Repairs & Maintenance
Total EMERGENCY LIGHTING AND ELECTRONICS:					135.00	
EWALDS HARTFORD FORD LLC						
630	EWALDS HARTFORD FORD LLC	41102	FORD EXPLORER 2022 #B3033	06/30/2022	33,717.50	400-30-65040 Equipment-Vehicles
Total EWALDS HARTFORD FORD LLC:					33,717.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
FGM ARCHITECTS						
652	FGM ARCHITECTS	21-3278.01-8	PROJECT 21-3278.01, CALEDO	06/08/2022	275,190.38	400-75-65020 FGM Building Improvements
Total FGM ARCHITECTS:					275,190.38	
FOTH INFRASTRUCTURE & ENVIRO, LLC						
666	FOTH INFRASTRUCTURE & EN	78412	TID #4 PROJECT 0021C031.01 P	06/23/2022	4,248.30	414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	78414	TID #5 DOMINICAN LIFT STATIO	06/23/2022	8,309.18	415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	78415	TID #5 CENTRAL LIFT STATION	06/23/2022	1,655.50	415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	78416	BRIARWOOD PROJ 0019C030.0	06/23/2022	345.00	100-23163-001 Briarwood
666	FOTH INFRASTRUCTURE & EN	78420	TID #4; I94 WATER DEMAND ST	06/23/2022	14,505.62	414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	78422	PRAIRIE PATHWAYS-BUTTON B	06/23/2022	19,970.13	100-23163-014 Prairie Pathways Deposit
666	FOTH INFRASTRUCTURE & EN	78426	HOLLANDER DRIVE SANITARY	06/23/2022	1,554.20	413-00-61002 Prof Serv - Sanitary
666	FOTH INFRASTRUCTURE & EN	78427	ADAMS RD WATER MAIN EXTE	06/23/2022	2,356.60	414-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					52,944.53	
FRANKSVILLE AUTOMOTIVE LLC						
679	FRANKSVILLE AUTOMOTIVE LL	13131	#202; OIL CHANGE	06/16/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13179	#209; OIL CHANGE	06/23/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13198	#205; OIL CHANGE	06/28/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					166.86	
GATEWAY TECHNICAL COLLEGE						
703	GATEWAY TECHNICAL COLLEG	26851	ACCIDENT INVESTIGATION CO	01/14/2022	310.00	100-30-51300 Education/Training/Conferences
Total GATEWAY TECHNICAL COLLEGE:					310.00	
GENERAL FIRE EQUIPMENT						
3832	GENERAL FIRE EQUIPMENT	147574	COLLAR BRASS & BADGE; MT.	06/29/2022	212.20	100-35-64070 Work Supplies
Total GENERAL FIRE EQUIPMENT:					212.20	
GUETZKE & ASSOCIATES, INC.						
767	GUETZKE & ASSOCIATES, INC.	2497955-IN	VILLAGE HALL - SEMI-ANNUAL I	05/28/2022	199.95	100-43-64240 Building Repairs & Maintenance
767	GUETZKE & ASSOCIATES, INC.	2316022-IN	VILLAGE HALL FIRE ALARM JU	06/07/2022	350.00	100-43-64240 Building Repairs & Maintenance
Total GUETZKE & ASSOCIATES, INC.:					549.95	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
HILLER FORD						
9211	HILLER FORD	485778	#209; FRONT BRAKES AND ROT	06/17/2022	624.58	100-30-63300 Vehicle Repairs & Maintenance
9211	HILLER FORD	486401	#205; BRAKE INSPECTION	06/16/2022	42.86	100-30-63300 Vehicle Repairs & Maintenance
9211	HILLER FORD	486557	#210; GASKET, COIL, SPARK PL	06/21/2022	1,328.70	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:					1,996.14	
IMPERIAL BAG & PAPER CO, LLC DBA KRANZ						
1097	IMPERIAL BAG & PAPER CO, LL	1769449-00	RESTROOM CLEANING SUPPLI	07/06/2022	43.42	100-35-64100 Janitorial Supplies
Total IMPERIAL BAG & PAPER CO, LLC DBA KRANZ:					43.42	
INDUSTRIAL NETWORKING SOLUTIONS						
9206	INDUSTRIAL NETWORKING SO	SO-201136	Q-12; PEPLINK	06/29/2022	49.00	100-35-64110 Small Equipment
Total INDUSTRIAL NETWORKING SOLUTIONS:					49.00	
JAMES IMAGING SYSTEMS INC.						
874	JAMES IMAGING SYSTEMS INC	31775146	SEMI ANNUAL COPY SERVICE I	06/06/2022	1,593.56	100-30-62100 Contracted Services
Total JAMES IMAGING SYSTEMS INC.:					1,593.56	
JIMS GARAGE DOOR SERVICE, INC.						
943	JIMS GARAGE DOOR SERVICE,	212181	REPAIR GARAGE DOOR	06/17/2022	238.00	100-30-64240 Building Repairs & Maintenance
Total JIMS GARAGE DOOR SERVICE, INC.:					238.00	
JOHNS DISPOSAL SERVICE, INC.						
967	JOHNS DISPOSAL SERVICE, IN	886918	JUN-22; CONTRACTED BILLING	06/24/2022	88,049.80	240-00-62100 Contracted Services
967	JOHNS DISPOSAL SERVICE, IN	886918	JUN-22; CONTRACTED BILLING	06/24/2022	43,321.74	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:					131,371.54	
JOHNSON CONTROLS SECURITY SOLUTIONS						
969	JOHNSON CONTROLS SECURI	37494428	SEMI ANNUAL ALARM BILLING	06/11/2022	1,504.04	100-30-62100 Contracted Services
Total JOHNSON CONTROLS SECURITY SOLUTIONS:					1,504.04	
KORTENDICK HARDWARE						
1096	KORTENDICK HARDWARE	150671	MINERAL SPIRITS	06/08/2022	8.99	221-00-64070 Work Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
1096	KORTENDICK HARDWARE	150671	RSTP I/E OB 5 YEL 1GAL	06/08/2022	35.99	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150671	ROUNDUP PUMP & GO REFILL	06/08/2022	17.09	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150671	BATTERY ALK D - 8PK WIDE	06/08/2022	16.19	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150671	CREDIT RETURN IS323843	06/08/2022	2.00	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150697	CRAWFORD PARK EXTERIOR P	06/09/2022	39.59	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150697	CRAWFORD PARK EXTERIOR P	06/09/2022	44.09	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150819	RANGE SUPPLIES; STAPLES	06/17/2022	14.36	100-30-64070 Work Supplies
1096	KORTENDICK HARDWARE	150844	TRASH BAGS	06/16/2022	61.16	221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	150844	GORILLA TAPE	06/16/2022	7.19	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	150900	STIHL MOTOMIX - FUEL MIX 1/4	06/19/2022	34.99	221-00-63200 Fuel, Oil, Fluids
1096	KORTENDICK HARDWARE	151027	HOSE HANGER - METAL 150'	06/24/2022	7.19	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	151027	DUCT TAPE 25YD BRTFRCE	06/24/2022	12.59	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	151027	RELAXGRIP NOZZLE 8 PATTEN	06/24/2022	17.98	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	151086	CABINET PADLOCK	06/28/2022	14.39	100-30-64030 Office Supplies
Total KORTENDICK HARDWARE:					329.79	
MARTIN FORD, INC.						
1234	MARTIN FORD, INC.	310811	MED-20; PARTS	06/29/2022	110.38	100-35-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					110.38	
MAYER REPAIR						
1260	MAYER REPAIR	18129s	M-32; REPAIRS	06/29/2022	989.63	100-35-63300 Vehicle Repairs & Maintenance
1260	MAYER REPAIR	18152s	REBUILD KIT FOR AKRON NOZ	06/29/2022	216.46	100-35-64250 Equipment Repairs & Maintenance
1260	MAYER REPAIR	18155m	E-32; ON-SITE DIAGNOSTICS	06/29/2022	220.00	100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:					1,426.09	
MEDPRO MIDWEST GROUP						
1268	MEDPRO MIDWEST GROUP	00020532	Q3-22; QUARTERLY COT MAINT	07/06/2022	656.50	100-35-62100 Contracted Services
Total MEDPRO MIDWEST GROUP:					656.50	
MENARDS RACINE						
1281	MENARDS RACINE	45022	SHOVELS/RAKES	07/06/2022	129.92	100-41-64070 Work Supplies
1281	MENARDS RACINE	45159	10' STYLE D ROOF EDGE AND 3	06/23/2022	33.93	221-00-64240 Building Repairs & Maintenance
Total MENARDS RACINE:					163.85	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Mid-States Organized Crime Information						
9229	Mid-States Organized Crime Infor	93165-8129	2022 MOCIC MEMBERSHIP (30-	06/13/2022	100.00	100-30-51320 Memberships/Dues
Total Mid-States Organized Crime Information:					100.00	
NATURE SCAPE LAWN AND LANDSCAPE						
9124	NATURE SCAPE LAWN AND LA	310161 05192	WEED CONTROL AT CRAWFOR	05/19/2022	368.00	221-00-62700 Grounds Services
Total NATURE SCAPE LAWN AND LANDSCAPE:					368.00	
ONTECH SYSTEMS, INC						
1071	ONTECH SYSTEMS, INC	68534	JUN-22; IT SERVICES	06/29/2022	3,795.63	100-90-64310 IT Contracted Services
Total ONTECH SYSTEMS, INC:					3,795.63	
OSHKOSH FIRE & POLICE EQUIPMENT						
1433	OSHKOSH FIRE & POLICE EQUI	187649	ANNUAL AIR TEST	06/29/2022	492.32	100-35-64250 Equipment Repairs & Maintenanc
Total OSHKOSH FIRE & POLICE EQUIPMENT:					492.32	
PATS SERVICES INC.						
1462	PATS SERVICES INC.	A-232713	PORTABLE TOILET - HANDICAP	06/22/2022	140.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-232713	PORTABLE TOILET -- GORNEY (06/22/2022	120.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-232714	PORTABLE TOILET - HANDICAP	06/22/2022	140.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-232908	MAY 2022-JUNE 2022 PORTABL	06/22/2022	120.00	100-41-62100 Contracted Services
1462	PATS SERVICES INC.	A-232988	PORTABLE TOILET - HANDICAP	06/22/2022	140.00	221-00-62100 Contracted Services
Total PATS SERVICES INC.:					660.00	
PAYNE & DOLAN, INC.						
1474	PAYNE & DOLAN, INC.	1806833	54.17 TON TB	06/24/2022	690.68	100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1807682	15.89 TON HOT-MIX	06/24/2022	1,067.80	100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1807683	10.07 TON HOT-MIX	06/24/2022	671.67	100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1809065	6.83 TON HOT-MIX	06/30/2022	468.66	100-41-64090 Road Maintenance Materials
Total PAYNE & DOLAN, INC.:					2,898.81	
POLOS PAINTING						
9228	POLOS PAINTING	062422-PARTI	HIGHWAY GARAGE PAINTING-1	06/24/2022	22,750.00	400-41-65020 Building Improvements

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total POLOS PAINTING:					22,750.00	
PRIME MEDIA						
9191	PRIME MEDIA	0236513-IN	SQUAD PAPER	06/23/2022	169.12	100-30-64070 Work Supplies
Total PRIME MEDIA:					169.12	
RDS TRUCK SERVICE INC.						
1603	RDS TRUCK SERVICE INC.	00052327	#22; COLLANT LINE REPLACEM	06/30/2022	473.52	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:					473.52	
REESMANS EXCAVATING & GRADING						
1610	REESMANS EXCAVATING & GR	PAY REQUEST	ERIE STREET SANITARY SEWE	05/31/2022	342,607.86	415-00-65010 Land Improvements
Total REESMANS EXCAVATING & GRADING:					342,607.86	
RENNERTS FIRE EQUIPMENT						
1624	RENNERTS FIRE EQUIPMENT	45240	E-32; BRASS SWIVEL	06/29/2022	175.30	100-35-63300 Vehicle Repairs & Maintenance
1624	RENNERTS FIRE EQUIPMENT	45258	SUPPLIES FOR MAINTENANCE	06/29/2022	194.48	100-35-63300 Vehicle Repairs & Maintenance
1624	RENNERTS FIRE EQUIPMENT	45271	CREDIT; RETURNED BRASS S	06/29/2022	111.56-	100-35-63300 Vehicle Repairs & Maintenance
Total RENNERTS FIRE EQUIPMENT:					258.22	
ROSE PEST SOLUTIONS						
1701	ROSE PEST SOLUTIONS	3073554	PEST CONTROL FIRE STATION	06/14/2022	78.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	3073555	PEST CONTROL - FIRE STATIO	06/14/2022	78.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	3073556	PEST CONTROL VILLAGE HALL	06/14/2022	78.00	100-43-62100 Contracted Services
Total ROSE PEST SOLUTIONS:					234.00	
ROSS LANDCARE						
1945	ROSS LANDCARE	3306	20 YARDS TOP SOIL	07/05/2022	460.00	100-41-64090 Road Maintenance Materials
Total ROSS LANDCARE:					460.00	
ROYAL CAR CARE INC.						
1708	ROYAL CAR CARE INC.	24005312022	MAY-22; CAR WASHES	05/31/2022	102.00	100-30-62100 Contracted Services
1708	ROYAL CAR CARE INC.	300 053122	MAY-22; CAR WASHES	06/29/2022	15.99	100-30-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total ROYAL CAR CARE INC.:					117.99	
RUMA SPORTS						
1714	RUMA SPORTS	20959	AWARD PLAQUES	07/06/2022	321.00	100-35-64070 Work Supplies
Total RUMA SPORTS:					321.00	
SHRED-IT USA						
1800	SHRED-IT USA	8001630701	1 -- ON SITE SHRED CONTAINERS	05/25/2022	95.37	100-43-62100 Contracted Services
1800	SHRED-IT USA	8001826894	JUN-22; SHREDDING SERVICE	06/27/2022	21.69	100-30-62100 Contracted Services
Total SHRED-IT USA:					117.06	
SIGN SHOP OF RACINE, INC.						
1805	SIGN SHOP OF RACINE, INC.	9276	KICKBALL/SOFTBALL T-SHIRTS	06/29/2022	336.00	221-00-64030 Office Supplies
Total SIGN SHOP OF RACINE, INC.:					336.00	
TAX REFUND VENDOR						
8997	TAX REFUND VENDOR	000019010090	REFUND OF OVERPAYMENT OF	07/06/2022	56.36	100-12101-000 Taxes Receivable-Personal Prop
8997	TAX REFUND VENDOR	CK # 2845	INCORRECTLY CHARGED DELINQUENT	07/06/2022	1,420.00	100-12101-000 Taxes Receivable-Personal Prop
Total TAX REFUND VENDOR:					1,476.36	
TELEFLEX						
9037	TELEFLEX	9505672762	MEDICAL SUPPLIES	07/06/2022	662.50	100-35-64280 Medical Supplies
Total TELEFLEX:					662.50	
TYLER TECHNOLOGIES, INC.						
2024	TYLER TECHNOLOGIES, INC.	060-113521	MAY-22; BILLING - 13689 (YEAR)	06/09/2022	4,069.25	100-90-62150 Assessment Services
Total TYLER TECHNOLOGIES, INC.:					4,069.25	
VON BRIESEN & ROPER SC						
2091	VON BRIESEN & ROPER SC	394415	ERIE STREET PROFESSIONAL SERVICES	06/14/2022	5,027.50	415-00-61000 Professional Services
2091	VON BRIESEN & ROPER SC	394416	SOUTH HILLS PROJECT / TID 4	06/14/2022	6,175.00	414-00-61000 Professional Services
2091	VON BRIESEN & ROPER SC	395173	MAY 31, 2022 ; LABOR AND PERMITS	06/21/2022	2,614.50	100-90-61100 Legal Fees

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total VON BRIESEN & ROPER SC:					13,817.00	
WEST ALLIS BLUEPRINT						
2127	WEST ALLIS BLUEPRINT	162638	CANON CONTRACT AND INK	06/13/2022	94.45	100-43-62100 Contracted Services
Total WEST ALLIS BLUEPRINT:					94.45	
WIS DEPT OF JUSTICE - CIB						
2162	WIS DEPT OF JUSTICE - CIB	L5203T 062022	TIME CHARGES	06/30/2022	91.00	100-30-62100 Contracted Services
Total WIS DEPT OF JUSTICE - CIB:					91.00	
WISC. DEPT. OF AGRICULTURE						
2172	WISC. DEPT. OF AGRICULTURE	115-000002600	JUL-22 TO JUN-23; WEIGHTS &	05/31/2022	2,400.00	100-43-62100 Contracted Services
Total WISC. DEPT. OF AGRICULTURE:					2,400.00	
Grand Totals:					1,007,068.89	

RESOLUTION NO. 2022-73

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH CORNERSTONE DEVELOPMENT OF S.E.
WISCONSIN, LLC FOR PARCELS LOCATED IN TID #5, WEST OF WATERS EDGE RD.**

WHEREAS, the Village of Caledonia created Tax Incremental District No. 5 ("TID 5") as a "rehabilitation – conservation" district; and

WHEREAS, Cornerstone Development of S.E. Wisconsin, LLC ("Cornerstone") has proposed to construct 30 single-family homes on parcels of land in TID 5, west of Water's Edge Dr. in the Village with an estimated completion value of \$15 Million;

WHEREAS, this project adheres to the project plan as stated in the adopted TID 5 plan by providing a five-acre park in the TID 5 boundary and provides for 5 Mile Road to extend from Water's Edge Drive to the current endpoint of 5 Mile near N. Pointe Drive providing improved vehicular circulation and access;

WHEREAS, in order to induce Cornerstone to develop these parcels, which Cornerstone would not do but for an incentive, and in order to render the project financially viable for Cornerstone, the Village is willing to extend to Cornerstone certain development incentives in exchange for Cornerstone's commitment to developing the Property, all according to the terms and conditions set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Development Agreement between the Village of Caledonia and Cornerstone as set forth in **Exhibit A**, attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and approved subject to any changes deemed necessary and appropriate by the Village Administrator and Village Attorney; and the Village President and Village Clerk are authorized to execute said agreement, and the Village Administrator and Development Director are authorized to take such actions necessary in furtherance thereof; and

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

**TAX INCREMENTAL DISTRICT NO. 5
DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF CALEDONIA AND
CORNERSTONE DEVELOPMENT OF S.E. WISCONSIN, LLC
FOR THE GLEN AT WATERS EDGE**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____ by and between **CORNERSTONE DEVELOPMENT OF S.E. WISCONSIN, LLC**, a Wisconsin limited liability company, its successors and/or assigns ("Developer"), and the **VILLAGE OF CALEDONIA, WISCONSIN**, a Wisconsin municipal corporation ("Village"), collectively the "Parties".

RECITALS

Village and Developer acknowledge the following:

A. Village is the Owner of that certain real property legally described in Exhibit A, attached hereto (the "Property").

B. The Property is located within the boundaries of Tax Incremental District No. 5, Village of Caledonia, Wisconsin (the "District"). Pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the Village adopted a project plan for redevelopment within the District on June 17, 2019, (the "Project Plan").

C. Developer plans to construct 30 single family homes on the Property, with an estimated completion value of not less than \$15,000,000 (the "Project"). It is acknowledged that development of the Project as described in this recital is consistent with the Project Plan. Developer has provided to the Village various plans for styles of homes and has demonstrated to the satisfaction of the Village that Developer will produce a quality project compatible with area neighborhoods.

D. The development of the Project would not occur without the financial participation of the Village as set forth in this Agreement. The Village has performed a sensitivity analysis with respect to Developer's financial pro forma for the Project (the "Pro-Forma"), and has confirmed that Developer's assumptions are reasonable and that the Village's financial participation is necessary to provide a market-rate return and to attract private investment consistent with the Project Plan.

E. The Village, pursuant to Village Board action dated _____, has approved this Agreement and authorized its execution by the proper Village officials on the Village's behalf.

F. Developer has approved this Agreement and authorized its execution by an appropriate representative on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the Parties agree and covenant as follows:

ARTICLE I DEFINITIONS

All capitalized terms used, and not otherwise defined herein, shall have the following meanings unless a different meaning clearly appears from the context:

1. "Adjoining Village Property" means the approximate 3 acre park section within the Property, to be included within the Plat and conveyed to the Village for dedication as a public park;
2. "Agreement" means this Development Agreement, as the same may hereinafter be from time to time modified, amended or supplemented in accordance with its terms;
3. "Commencement Date" means July 1, 2023;
4. "Completion Date" means January 1, 2028;
5. "Developer" means Cornerstone Development of S.E. Wisconsin, LLC, a Wisconsin limited liability company, or a controlled affiliated entity;
6. "District" means Tax Incremental District No. 5, Village of Caledonia, Wisconsin;
7. "Fees" means all fees due to the Village for the Project under applicable Village ordinances (other than fees described under Section IV(F) below) which Fees shall be determined consistent with the Village's published schedule of fees;
8. "Make Up Payment" shall have the meaning under Article IV below;
9. "Minimum Guaranteed Assessed Value" shall have the meaning under Article IV below;
10. "Pro-Forma" means Developer's financial pro-forma for the Project provided by Developer dated _____, 2022, which is submitted subject to its treatment as a trade secret exempt from public records requirements;
11. "Project" means construction of 30 single family homes on the Property, pursuant to the plans to be approved by Village, a preliminary depiction of which is attached hereto as Exhibit B (the "Plans") with a value creation, upon completion, of at least \$15 million;
12. "Project Base Value" means the equalized value of the Property on the date on which the District was created, which is \$368,800. The Project Base Value shall be included within the Minimum Guaranteed Value (and shall not be deducted therefrom);
13. "Project Plan" means the project plan adopted by the Village on June 17, 2019;

14. "Property" means that certain real property to be described in a Plat, and which is currently described in Exhibit A, attached hereto, containing approximately 18.54 acres. When the Plat is recorded, Exhibit A will be substituted with the Plat description. The Plat will contain the 30 single family lots and the Adjoining Village Property;

15. "Tax Increment" means tax increments (as defined by the Tax Increment Law) collected from the Property and paid to the Village;

16. "Tax Increment Law" means Wis. Stats. sec. 66.1105;

17. "Term" means the term of this Agreement, which shall continue from the date of full execution of this Agreement until the date when the District is terminated; and

18. "Village" means the Village of Caledonia, Wisconsin.

ARTICLE II REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of Village. The Village makes the following representations and warranties:

1. The Village is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

2. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Village is now a party or by which it is bound, or constitutes a default under any of the foregoing.

3. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Village and no other or further acts or proceedings of the Village are required for its enforcement. This Agreement constitutes the legal, valid and binding agreement and obligations of the Village, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

B. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

1. Developer is a Wisconsin limited liability company and has the power to enter into this Agreement and carry out its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

2. The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance to Developer provided for in this Agreement.

3. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

4. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer and no other or further acts or proceedings of the Developer are required with respect thereto. This Agreement constitutes the legal, valid and binding agreement and obligations of the Developer, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

ARTICLE III CLOSING

The Parties agree that the closing of the sale (the "Closing") of the Property to Developer by Village shall take place within 30 days of the last to occur of the following:

1. Amendment of the Village comprehensive plan, approval of the Plat of the Property and plan approval by the Village, so as to allow construction of the Project.

2. Amendment of the Village zoning, so as to allow construction of the Project under the zoning category of R-4.

3. Confirmation of Village approved plans and specifications to construct sanitary sewer facilities, water facilities and public road access to enable and serve the Project, so as to allow construction of the Project.

4. Issuance of any permits or approvals by any other relevant authority to allow construction of the Project.

Should the Closing not occur by the intended Closing date of December 31, 2022, the Parties acknowledge that all of the dates specified in Article IV below shall each be advanced by one year.

ARTICLE IV DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall purchase the Property at Closing, as provided herein, for \$1,000,000.

B. Following the Closing, Developer shall construct the Project in accordance with all applicable Village zoning and building codes, ordinances and regulations, including any contained in additional agreements by the Parties. Developer warrants and represents to the Village that the Project will contain 30 single family homes, full development value creation on the Project shall be not less than \$15,000,000 and that the development will generate a full fair market value of the Project in the following amounts:

1. not less than \$1,000,000 by January 1, 2023;
2. not less than \$1,500,000 by January 1, 2024;
3. not less than \$5,500,000 by January 1, 2025;
4. not less than \$11,500,000 by January 1, 2026;
5. not less than \$ 14,500,000 by January 1, 2027;
6. not less than \$15,000,000 by January 1, 2028 (the "Completion Date") and thereafter during the Term of this Agreement.

The amounts set forth above are defined as "Minimum Guaranteed Values" as of the dates set forth above, unless deferred pursuant to Article III, above.

C. For the year 2025 and thereafter ending at the end of the year in which the full fair market value reaches \$15,000,000, Developer guarantees that the ad valorem property taxes assessed against the Property shall be based on not less than the Minimum Guaranteed Value as set forth in Article IV(B) above, multiplied by the relevant assessment ratio. Developer agrees that, in the event that the property taxes to be paid with respect to the Property for any year covered by this Agreement are based on a value less than the amount of the relevant Guaranteed Minimum Value, the Village may submit a bill to Developer for the difference (a "Make Up Payment"). Such billing shall be submitted to Developer by the Village Treasurer by March 1 of the relevant year and, shall be paid in full by Developer, without interest thereon, by March 31 of that year. By way of example, should the assessment ratio be 98% and the mill rate be \$19.22 per \$1,000 of assessed value for tax year 2025, the amount of ad valorem property taxes required under this Agreement for tax year 2025 would be \$103,596. If the value for tax year 2025 instead be \$5,000,000, the assessment ratio be 98%, and the mill rate be \$19.22 per \$1,000 of assessed value, the amount of ad valorem real estate taxes for tax year 2025 would be \$94,178 and the Make Up Payment would be \$9,418, billable by March 1, 2026 and fully payable by March 31, 2026.

The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property, provided that the assessed value of the Property exceeds the amount specified in Article IV(B) above, as determined as required in Article IV(C), above.

D. In the event Developer has made any Make Up Payments during the period in which annual Minimum Guaranteed Values are required and, in the further event Village subsequently receives one or more annual tax collections based on Project values in excess of \$15,000,000, such additional tax collection shall be paid to Developer, without interest, annually, until Developer's Make Up Payments have been reimbursed. Village shall not terminate the District on a date earlier than required by law, if Developer has previously made any Make Up Payment that has not been fully reimbursed.

E. Developer shall obtain a building permit and commence construction of at least 2 buildings in the Project by not later than July 1, 2023 and substantially complete construction of the Project in accordance with all zoning approvals and the Plans, on or before the Completion Date. Copies of the Village-approved Plans will be retained at the offices of the Village. If landscaping cannot be completed due to seasonality, certificates of occupancy shall be issued, with landscaping to be finished during the following growing season. The Village Building Inspector shall not issue a certificate of occupancy for a building if the building does not conform to the Plans, subject to any changes to the Plans that may have been approved by the Village. Representative architecture for buildings in the Project is included in Exhibit C, attached hereto.

F. For improvements that will be dedicated to the public as provided below (the "Public Improvements"), Developer will complete the installation of the Public Improvements in accordance with approved Village Plans and Specifications, and will dedicate same to the Village in accordance with Village inspection and acceptance procedures. The Public Improvements shall at all times be subject to Village inspection and approval and the Village or other relevant public entity shall not be required to accept conveyance of any Public Improvements unless the Public Improvements have been constructed in a good and workmanlike manner and in accordance with the Village-approved plans and specifications for the Public Improvements. Following approval by the Village, or other relevant public entity, of the completed Public Improvements, the Public Improvements shall be conveyed to the Village or other relevant public entity, to the extent appropriate. The Developer shall provide to the Village, or other relevant public entity, from the Developer and all contractors and consultants involved in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the Village or other relevant public entity.

1. Village shall promptly prepare and provide to Developer all requirements for the Plans and Specifications for the following, to be owned and maintained by Village following installation by Developer and dedication by Developer to the Village. The final version of the Plans and Specifications shall be prepared by Developer and submitted to Village for approval.

- a) Extension of 5 Mile Road and construction of all other public roadways within the Property.
- b) Providing public water service to the Project perimeter.
- c) Providing public sanitary sewer service to the Project perimeter.
- d) Providing public park on Adjoining Village property.

Following obtaining all required approvals and Closing, the Developer will obtain bids for the cost to install the foregoing improvements and submit them to Village for approval. Following approval, Developer will install the improvements described above, and shall be reimbursed by Village as work progresses. Any costs incurred by Developer under this subparagraph IV(F) 1 in excess of \$2,700,000 shall be reimbursed to Developer as provided in Article V. Reimbursable expenses shall consist of all hard and soft costs (engineering, inspection, fees or other customary municipal charges). Developer reimbursement shall be not more frequent than monthly and any request shall be accompanied by evidence of paid invoices and lien waivers from contractors performing such work. Payment to Contractors and reimbursement from Village will be subject to a five percent (5%) retainage until fully completed and accepted for dedication to the Village or other relevant authority, as applicable.

2. Developer may also prepare plans and specifications for enhancement of the Adjoining Village Property and may submit same to Village for approvals. If approved by Village, Developer may install such enhancements at Developer's expense. This provision is not a component of any reimbursement obligation. Any such enhancements shall be owned by Village upon installation.

3. Developer may also prepare a contract for maintenance by Developer of the Adjoining Village Property and may submit same to Village for approval. If approved by Village, Developer shall maintain the Adjoining Village Property, which shall be funded annually by Village.

G. The Developer shall arrange for funding for all non-reimbursable costs of the Project. Developer will provide evidence to the reasonable satisfaction of the Village that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed to completion.

H. The Developer shall pay the Village a per unit fee consistent with the Village's currently published schedule of fees as a condition to the Village's issuance of each building permit and to provide for inspections for each building in the Project. Upon reasonable notice to Developer, such fee may be reasonably and uniformly adjusted, from time to time, to account for the Village's actual anticipated costs to process the building permit and provide inspections.

I. The Developer shall pay, at the time of conveyance of the Property to Developer by Village, all reasonable and actual third-party fees incurred by the Village to review and approve infrastructure for the Project, including professional fees.

J. Developer shall not transfer ownership or use of any portion of the Property to any entity which would render that portion of the Property exempt from ad valorem taxes, without the prior written consent of the Village. The provision in the previous sentence shall run with the Property in perpetuity.

ARTICLE V VILLAGE ACTIVITIES AND OBLIGATIONS

A. The Village shall, within 30 days of execution of this Agreement, provide to Developer a standard title commitment for the Property, in the amount of \$1,000,000. Said

commitment shall be brought up to the date of Closing, by Village. Within 20 days of receipt of any title commitment from Village, Developer shall notify Village of any objection it has to the status of title and Village shall have 90 days thereafter to cure any objection.

B. The Village shall convey the Property to Developer, at Closing, for \$1,000,000, and in consideration of the Agreement, to facilitate the Project. Prior to conveyance, Developer shall prepare a Plat placing the Property into individual parcels and placing the Adjoining Village Property into a separate single parcel. Village shall permanently dedicate the Adjoining Village Property for passive park use, upon conveyance by Developer.

C. The Village shall cooperate with Developer throughout the development and construction of the Project and the Term of this Agreement and shall reasonably and promptly review and/or process all submissions, applications and inspections in accordance with applicable Village ordinances.

D. The Parties have agreed that all fees for the Project (collectively, the "Fees") due to the Village under applicable Village ordinances (other than the fees described in Subsection IV(E) above) shall be determined consistent with the Village's published schedule of fees.

E. In the event Developer's reimbursement expenses, as provided in Article IV (F) 1 exceed \$2,700,000, Village shall reimburse such excess, without interest, from Tax Increments received, commencing with Tax Increments generated in 2025, at the rate of 30% of Tax Increments, per year, until paid in full. Exhibits D-1 and D-2, attached hereto, contain fiscal projections, with D-1 assuming that the cost improvements under Article IV (F) 1 are \$2,700,000 and D-2 assuming a cost of \$3,200,000.

ARTICLE VI NO PARTNERSHIP OR VENTURE

Developer, and its successors and/or assigns and/or owners of the Property and their contractors or subcontractors shall be solely responsible for the completion of the Project by Developer. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the Village and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

ARTICLE VII CONFLICT OF INTEREST

No member, officer or employee of the Village, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the Village review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

ARTICLE VIII WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, or (iii) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such Parties notifies the other in accordance with this Article of a change of address:

If to the Village: Village of Caledonia
 5043 Chester Lane
 Racine, WI 53402
 Attention: Village Administrator and Village Clerk
 And e-mail: as noted on Village's website

If to the Developer: Cornerstone Development of S.E. Wisconsin, LLC,
 or its permitted assignee
 N63 W23849 Main Street
 Sussex, WI 53089
 And e-mail: jw@cornerstonedevelopment.com

Any email notice will be effective only when a hard copy of the notice is sent by mail, e-mail, messenger or personal delivery, as noted above.

ARTICLE IX DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder ("Default"):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amount on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Following closing, if Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice therefrom the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the

default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

4. Developer:

a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

e) adopts a plan of complete liquidation of its/his assets; or

f) shall cease to exist.

B. The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice therefrom from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days' notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The Village's rights shall include, but not be limited to temporary suspension of any payment of any Village payments under this Agreement during the continuance of any Default by Developer, or Village performance of any Developer obligation under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the Village suspended any payments, the Village shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due under this Agreement and continue such payments as provided in this Agreement.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the Village shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of Village payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the Village to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the Village intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred in furtherance of this Project by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

E. Prior to litigation or termination of this Agreement for reasons other than enumerated under Article IX.A4., as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and, if they fail to do so within 30 days, either party may apply to Circuit Court for Racine County for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved party may then commence an action. However, the Parties shall agree to alternative dispute resolution if ordered by the County.

ARTICLE X MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the Village:

1. Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and

other real and personal property owned by Developer and constituting the Project with an extended replacement cost endorsement; and

2. During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the Village; and

3. During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

4. Such other insurance as may be reasonably requested by the Village.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the Village of any material change or cancellation of such policy. The Village shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

D. Developer hereby indemnifies, defends, covenants not to sue and holds the Village harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Village in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the Village or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the Village, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the Village harmless from any and all claims and judgments for damages, and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reason thereof, provided; however, that the Village shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, shall indemnify and save harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(i) The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(ii) The negligent or willfully wrongful construction of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(iii) The negligent or willfully wrongful operation of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, during construction of the Project;

(iv) The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

(v) The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

E. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, pandemic, act of terror, act of God or the elements, governmental action (except for governmental action by the Village with respect to obligations of the Village under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable. No party to this Agreement shall be in Default hereunder for so long as such party or its agents or contractors, if applicable, are prevented from performing any of its obligations hereunder due to a "Force Majeure" occurrence.

F. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

G. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the Village's consent, which may be granted or withheld in the Village's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the Village, in which event Developer will continue to be bound by this Agreement. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender for the Project without the consent of the Village. In the event that any such lender forecloses on its collateral and proceeds to develop the Property, the Village shall fulfill its obligations hereunder, provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

H. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the date of the expiration and closure of the District.

I. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the Parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the Parties generally equivalent to the positions set forth herein.

J. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

K. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Racine County, Wisconsin, prior to the recording of any mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the Parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit E.

L. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

M. The Term of this Agreement shall continue from the date of full execution of this Agreement until the earlier to occur of (a) the date when all required payments to Developer have been paid by the Village in full, or (b) the date when the District, as it may be extended, is terminated.

N. This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the Property and shall be binding upon successors and assigns for the Term of this Agreement.

O. The Project will require additional submittals by Developer and consideration and approval by the Village Board, upon recommendation of the Plan Commission, of the Project plans and specifications, including comprehensive plan amendment and rezoning to a planned unit development, and Developer agrees to promptly make all submittals necessary in accordance with the Village's Code of Ordinances.

[Signature pages to follow]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

**DEVELOPER:
CORNERSTONE DEVELOPMENT OF S.E.
WISCONSIN, LLC**

By: _____

Name: _____

Its: _____

Dated: _____

STATE OF WISCONSIN }
 } ss.
MILWAUKEE COUNTY }

Personally appeared before me this ____ day of _____, 2022, the above-named John Wahlen, the member of Cornerstone Development of S.E. Wisconsin, LLC, to me known to be the person who executed the foregoing agreement on behalf of Cornerstone Development of S.E. Wisconsin, LLC and by its authority.

Notary Public, State of Wisconsin
My Commission _____.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

By: _____
Joslyn M. Hoeffert, Village Clerk

STATE OF WISCONSIN }
 }ss.
RACINE COUNTY }

Personally appeared before me this _____ day of _____, 2022, the above-named James R. Dobbs and Joslyn M. Hoeffert, the Village President and Village Clerk, respectively, of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public, State of Wisconsin
My Commission is permanent.

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

By: _____
Joslyn M. Hoeffert, Village Clerk

STATE OF WISCONSIN }
 }ss.
RACINE COUNTY }

Personally appeared before me this _____ day of _____, 2022, the above-named James R. Dobbs and Joslyn M. Hoeffert, the Village President and Village Clerk, respectively, of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public, State of Wisconsin
My Commission is permanent.

EXHIBIT A

EXHIBIT B



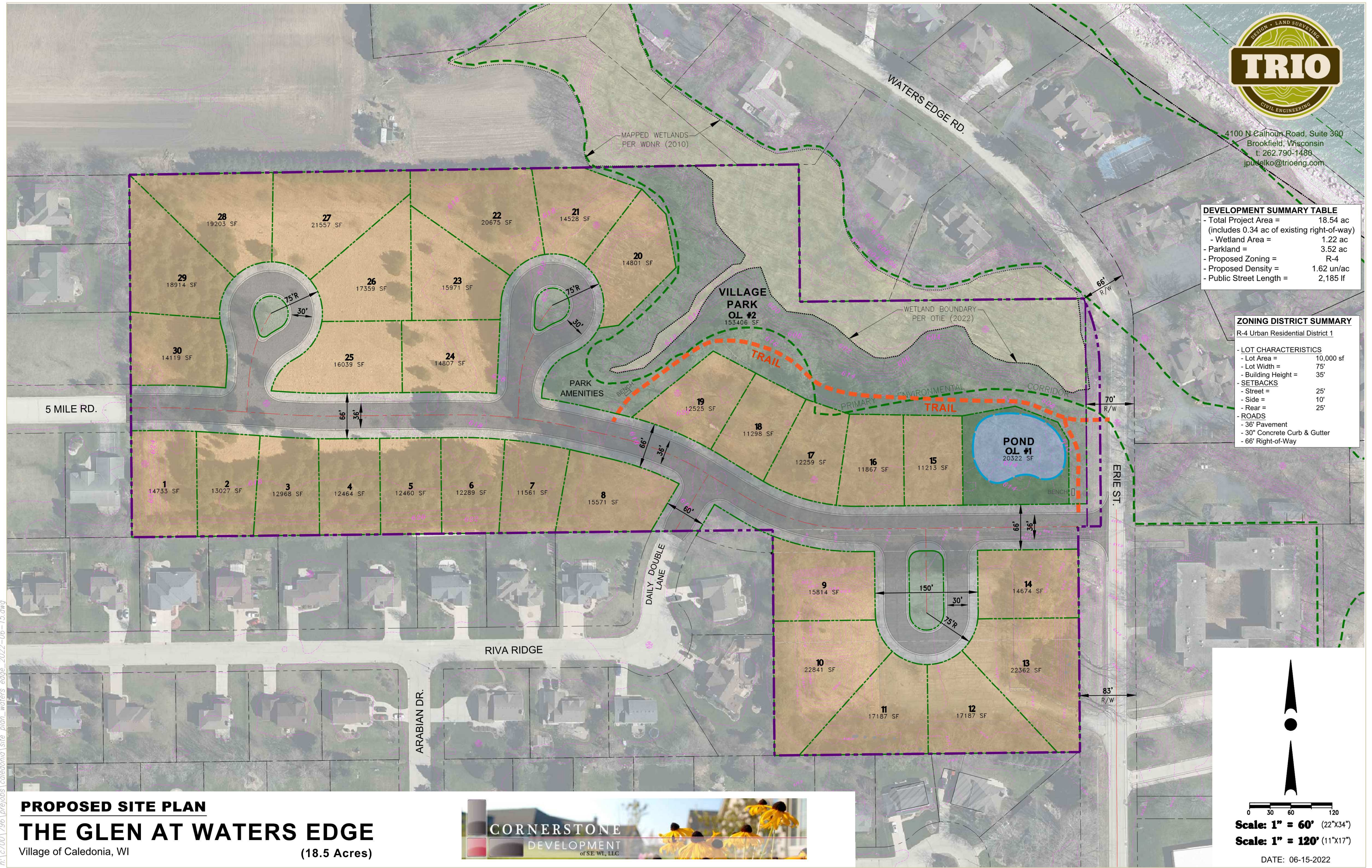
4100 N Calhoun Road, Suite 300
Brookfield, Wisconsin
t: 262.790-1488
jpudelko@trioeng.com

DEVELOPMENT SUMMARY TABLE	
- Total Project Area =	18.54 ac
(includes 0.34 ac of existing right-of-way)	
- Wetland Area =	1.22 ac
- Parkland =	3.52 ac
- Proposed Zoning =	R-4
- Proposed Density =	1.62 un/ac
- Public Street Length =	2,185 lf

ZONING DISTRICT SUMMARY

R-4 Urban Residential District 1

- LOT CHARACTERISTICS
 - Lot Area = 10,000 sf
 - Lot Width = 75'
 - Building Height = 35'
- SETBACKS
 - Street = 25'
 - Side = 10'
 - Rear = 25'
- ROADS
 - 36" Pavement
 - 30" Concrete Curb & Gutter
 - 66' Right-of-Way

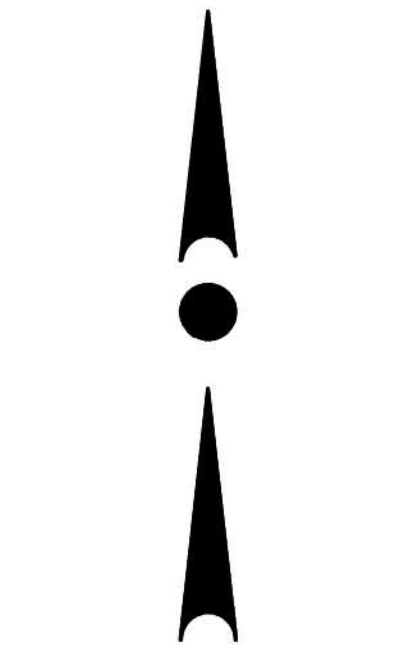


PROPOSED SITE PLAN

THE GLEN AT WATERS EDGE

Village of Caledonia, WI

(18.5 Acres)



Scale: 1" = 60" (22"x34")
Scale: 1" = 120" (11"x17")

DATE: 06-15-2022

EXHIBIT C













© Donald A. Gardner, Inc.

EXHIBIT D



Village of Caledonia, WI
TID No. 5 - Cornerstone Development
Example TID Revenues and Expenses

EXHIBIT D-1

Rev. Year		Increment Revenue			Expenses								Revenues Less Expenditures	Fund Balance	
		TID E.V. Mill Rate Increment Revenue			Share of Admin. Expenses	W.P. Parking Lots		Ryder Property		Infrastructure		Total Expenses		Project Fund Balance	Principal Remaining
						144,000	Amount	535,000	Amount	1,700,000	NET Amount				
						2.00% 2019 Principal	Rate Year Interest	2.00%* 2021 Principal	Rate Year Interest	4.00% 2023 Principal	Rate Year Interest				
1	2021	--	20.00	--	4,000	--	2,880	--	--	--	--	6,880	(6,880)	(86,880)	679,000
2	2022	--	19.22	--	4,000	--	2,880	--	11,955	--	--	18,835	(18,835)	(105,715)	679,000
3	2023	--	19.22	--	4,000	--	2,880	--	7,970	--	34,000	48,850	(48,850)	(154,565)	2,379,000
4	2024	631,200	19.22	12,129	4,000	--	2,880	60,000	7,370	--	68,000	142,250	(130,121)	(284,686)	2,319,000
5	2025	1,131,200	19.22	21,737	4,000	--	2,880	100,000	5,770	--	68,000	180,650	(158,913)	(443,599)	2,219,000
6	2026	5,131,200	19.22	98,600	4,000	--	2,880	130,000	4,120	--	68,000	209,000	(110,400)	(553,999)	2,089,000
7	2027	11,131,200	19.22	213,895	4,000	--	2,880	95,000	2,900	--	68,000	172,780	41,115	(512,885)	1,994,000
8	2028	14,131,200	19.22	271,542	4,000	72,000	2,880	25,000	2,155	--	68,000	174,035	97,507	(415,378)	1,897,000
9	2029	14,631,200	19.22	281,150	4,000	72,000	1,440	20,000	1,830	--	68,000	167,270	113,880	(301,498)	1,805,000
10	2030	14,631,200	19.22	281,150	4,000	--	--	105,000	840	--	68,000	177,840	103,310	(198,188)	1,700,000
11	2031	14,631,200	19.22	281,150	4,000	--	--	--	--	115,000	68,000	187,000	94,150	(104,039)	1,585,000
12	2032	14,631,200	19.22	281,150	4,000	--	--	--	--	120,000	63,400	187,400	93,750	(10,289)	1,465,000
13	2033	14,631,200	19.22	281,150	4,000	--	--	--	--	125,000	58,600	187,600	93,550	83,261	1,340,000
14	2034	14,631,200	19.22	281,150	4,000	--	--	--	--	130,000	53,600	187,600	93,550	176,811	1,210,000
15	2035	14,631,200	19.22	281,150	4,000	--	--	--	--	135,000	48,400	187,400	93,750	270,560	1,075,000
16	2036	14,631,200	19.22	281,150	4,000	--	--	--	--	140,000	43,000	187,000	94,150	364,710	935,000
17	2037	14,631,200	19.22	281,150	4,000	--	--	--	--	145,000	37,400	186,400	94,750	459,460	790,000
18	2038	14,631,200	19.22	281,150	4,000	--	--	--	--	150,000	31,600	185,600	95,550	555,010	640,000
19	2039	14,631,200	19.22	281,150	4,000	--	--	--	--	155,000	25,600	184,600	96,550	651,559	485,000
20	2040	14,631,200	19.22	281,150	4,000	--	--	--	--	160,000	19,400	183,400	97,750	749,309	325,000
21	2041	14,631,200	19.22	281,150	4,000	--	--	--	--	170,000	13,000	187,000	94,150	843,459	155,000
22	2042	14,631,200	19.22	281,150	4,000	--	--	--	--	155,000	6,200	165,200	115,950	959,409	--
23	2043	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	1,236,558	--
24	2044	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	1,513,708	--
25	2045	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	1,790,858	--
26	2046	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	2,068,008	--
27	2047	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	2,345,157	--
						144,000	24,480	535,000	44,910	1,700,000	978,200				



Village of Caledonia, WI
TID No. 5 - Cornerstone Development
Example TID Revenues and Expenses

EXHIBIT D-2

Rev. Year		Increment Revenue			Expenses								Revenues Less Expenditures	Fund Balance		
					30.00% of Increment Revenue Up To \$ 500,000	Share of Admin. Expenses	W.P. Parking Lots		Ryder Property		Infrastructure			Total Expenses	Project Fund Balance	Principal Remaining
		144,000	Amount	535,000			Amount	1,700,000	NET Amount							
		E.V. Increment	TID E.V. Mill Rate	Increment Revenue			2.00% 2019 Principal	Rate Year Interest	2.00%* 2021 Principal	Rate Year Interest	4.00% 2023 Principal	Rate Year Interest				
1	2021	--	20.00	--	--	4,000	--	2,880	--	--	--	--	6,880	(6,880)	(86,880)	679,000
2	2022	--	19.22	--	--	4,000	--	2,880	--	11,955	--	--	18,835	(18,835)	(105,715)	679,000
3	2023	--	19.22	--	--	4,000	--	2,880	--	7,970	--	34,000	48,850	(48,850)	(154,565)	2,379,000
4	2024	631,200	19.22	12,129	--	4,000	--	2,880	60,000	7,370	--	68,000	142,250	(130,121)	(284,686)	2,319,000
5	2025	1,131,200	19.22	21,737	--	4,000	--	2,880	100,000	5,770	--	68,000	180,650	(158,913)	(443,599)	2,219,000
6	2026	5,131,200	19.22	98,600	29,580	4,000	--	2,880	130,000	4,120	--	68,000	238,580	(139,980)	(583,579)	2,089,000
7	2027	11,131,200	19.22	213,895	64,168	4,000	--	2,880	95,000	2,900	--	68,000	236,948	(23,054)	(606,633)	1,994,000
8	2028	14,131,200	19.22	271,542	81,463	4,000	72,000	2,880	25,000	2,155	--	68,000	255,498	16,044	(590,589)	1,897,000
9	2029	14,631,200	19.22	281,150	84,345	4,000	72,000	1,440	20,000	1,830	--	68,000	251,615	29,535	(561,054)	1,805,000
10	2030	14,631,200	19.22	281,150	84,345	4,000	--	--	105,000	840	--	68,000	262,185	18,965	(542,089)	1,700,000
11	2031	14,631,200	19.22	281,150	84,345	4,000	--	--	--	--	115,000	68,000	271,345	9,805	(532,284)	1,585,000
12	2032	14,631,200	19.22	281,150	71,754	4,000	--	--	--	--	120,000	63,400	259,154	21,995	(510,289)	1,465,000
13	2033	14,631,200	19.22	281,150	--	4,000	--	--	--	--	125,000	58,600	187,600	93,550	(416,739)	1,340,000
14	2034	14,631,200	19.22	281,150	--	4,000	--	--	--	--	130,000	53,600	187,600	93,550	(323,189)	1,210,000
15	2035	14,631,200	19.22	281,150	--	4,000	--	--	--	--	135,000	48,400	187,400	93,750	(229,440)	1,075,000
16	2036	14,631,200	19.22	281,150	--	4,000	--	--	--	--	140,000	43,000	187,000	94,150	(135,290)	935,000
17	2037	14,631,200	19.22	281,150	--	4,000	--	--	--	--	145,000	37,400	186,400	94,750	(40,540)	790,000
18	2038	14,631,200	19.22	281,150	--	4,000	--	--	--	--	150,000	31,600	185,600	95,550	55,010	640,000
19	2039	14,631,200	19.22	281,150	--	4,000	--	--	--	--	155,000	25,600	184,600	96,550	151,559	485,000
20	2040	14,631,200	19.22	281,150	--	4,000	--	--	--	--	160,000	19,400	183,400	97,750	249,309	325,000
21	2041	14,631,200	19.22	281,150	--	4,000	--	--	--	--	170,000	13,000	187,000	94,150	343,459	155,000
22	2042	14,631,200	19.22	281,150	--	4,000	--	--	--	--	155,000	6,200	165,200	115,950	459,409	--
23	2043	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	4,000	277,150	736,558	--
24	2044	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	4,000	277,150	1,013,708	--
25	2045	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	4,000	277,150	1,290,858	--
26	2046	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	4,000	277,150	1,568,008	--
27	2047	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	4,000	277,150	1,845,157	--
					500,000	108,000	144,000	24,480	535,000	44,910	1,700,000	978,200				

EXHIBIT E

RESOLUTION NO. 2022-70

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AUTHORIZING THE VILLAGE OF CALEDONIA TO APPROVE A REVISED
DEVELOPMENT AGREEMENT WITH CCM-CALEDONIA, LLC AND CARDINAL
CAPITAL MANAGEMENT, INC. FOR LANDS WITHIN TAX INCREMENTAL
DISTRICT NO. 5 FOR A RESIDENTIAL CONDOMINIUM DEVELOPMENT**

WHEREAS, the Village of Caledonia created Tax Incremental District No. 5 (“TID 5”) as a “rehabilitation – conservation” district; and

WHEREAS, Village, CCM-Caledonia, LLC and Cardinal Capital Management, Inc. entered into Tax Incremental District No. 5 Development Agreement dated as of September 21, 2020, pursuant to which development of the Property as a 280-unit residential complex was planned, with certain financial participation by the Village. The parties desire to both amend and update that agreement, in its entirety, with this Agreement; and

WHEREAS, CCM-Caledonia, LLC has proposed a residential condominium development within TID 5 that is consistent with the project plan for TID 5, and after performing a market study and partnering with real estate brokers, has altered the originally presented plan.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that but for the financial incentives provided for in the Development Agreement between the Village of Caledonia, CCM-Caledonia, LLC, and Cardinal Capital Management, Inc. as set forth in **Exhibit A**, attached hereto and incorporated herein (the “Development Agreement”), the development would not occur in the form and substance planned.

BE IT FURTHER RESOLVED that the Development Agreement as set forth in **Exhibit A** is authorized and approved subject to any changes deemed necessary and appropriate by the Village Administrator and Village Attorney, and the Village President and Village Clerk are authorized to execute said agreement and the Village Administrator is authorized to take such actions as are consistent with and as provided for in the Development Agreement.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

**AMENDED AND UPDATED
DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF CALEDONIA AND
CCM-CALEDONIA, LLC FOR
WATERS EDGE PLACE IN
TAX INCREMENTAL DISTRICT NO. 5**

THIS AMENDED AND UPDATED DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of July __, 2022 by and between **CCM-CALEDONIA, LLC**, a Wisconsin limited liability company, its successors and/or assigns ("Developer"), and **CARDINAL CAPITAL MANAGEMENT, INC.**, a Wisconsin corporation and/or its successors and assigns ("Guarantor") and the **VILLAGE OF CALEDONIA, WISCONSIN**, a Wisconsin municipal corporation ("Village"), collectively the "Parties".

RECITALS

Village, Developer and Guarantor acknowledge the following:

A. Developer is the owner of that certain real property legally described in Exhibit A, attached hereto (the "Property").

B. The Property is located within the boundaries of Tax Incremental District No. 5, Village of Caledonia, Wisconsin (the "District"). Pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the Village adopted a project plan for redevelopment within the District on June 17, 2019, (the "Project Plan").

C. Village, Developer and Guarantor entered into Tax Incremental District No. 5 Development Agreement dated as of September 21, 2020, a memorandum of which was recorded in the Office of the Racine County Register of Deeds on October 23, 2020 as Document No. 2568921, pursuant to which development of the Property as a 280-unit residential complex was planned, with certain financial participation by the Village. The parties desire to both amend and update that agreement, in its entirety, with this Agreement.

D. Based upon an updated market analysis, Developer's design concept for the Property has changed. Developer now intends to construct approximately 178 units in a residential condominium complex on the Property, with an estimated development cost of at least \$60,000,000 (the "Project"). It is acknowledged that development of the Project as described in this recital will be consistent with the Project Plan.

E. The Village acknowledges that diversity of housing types is needed and in particular, that there is a shortage of housing choices in the Village and surrounding communities. The Racine Economic Development Corporation retained Ehlers, Inc. ("Ehlers"), The Lakota Group, Market and Feasibility Advisors and Foth Companies to undertake a Racine County Development Study which recommended that "the demands for supplier facilities, housing for temporary and permanent workforce and infrastructure demands to support...private investment may require financial commitments from local governments" and that tax incremental financing is an important financial tool to make such projects financially feasible.

F. The Village desires to expand the Village's housing stock, including residential housing with a density of about 10 units per acre, within the District and upon the Property. The Village finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the Village and its residents and will serve a public purpose in accordance with state and local law.

G. The development of the Project would not occur without the financial participation of the Village as set forth in this Agreement. The Village has performed a sensitivity analysis with respect to Developer's updated financial pro forma for the Project (the "Pro-Forma"), and has confirmed that Developer's assumptions are reasonable and that the Village's financial participation is necessary to provide a market-rate return and to attract private investment consistent with the Pro-Forma.

H. The Village, pursuant to Village Board action dated July 11, 2022, has approved this Agreement and authorized its execution by the proper Village officials on the Village's behalf.

I. Developer and Guarantor have approved this Agreement and authorized its execution by the appropriate representatives on their behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the Parties agree and covenant as follows:

ARTICLE I DEFINITIONS

All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

1. "Agreement" means this Amended and Updated Development Agreement, as the same may hereinafter be from time to time modified, amended or supplemented in accordance with its terms;

2. "Bond" means the tax increment revenue bond issued by the Village to the Developer, to reimburse Developer for the Developer's cost of Property Site Preparation plus \$100,000 in Village fees previously paid, substantially in the form attached hereto as Exhibit B;

3. "Bond Maturity Date" means the earlier to occur of (a) the termination of the District, as the same may be extended or (b) the date when all amounts due to Developer under the Bond have been paid;

4. "Bond Payment Date" means the date that is 30 days after Developer has paid all ad valorem taxes due with respect to the Property for any calendar year;

5. "Commencement Date" means May 1, 2024;

6. "Completion Date" means December 31, 2028;

7. "Developer" means CCM-Caledonia, LLC, a Wisconsin limited liability company;
8. "District" means Tax Incremental District No. 5, Village of Caledonia, Wisconsin;
9. "Guarantor" means Cardinal Capital Management, Inc., a Wisconsin corporation;
10. "Make Up Payment" shall have the meaning under Article V below;
11. "Minimum Guaranteed Value" means an equalized value of the Project of not less than \$5 million as of January 1, 2022, not less than \$6 million as of January 1, 2023, not less than \$7 million as of January 1, 2024, not less than \$8 million as of January 1, 2025, not less than \$9 million as of January 1, 2026, not less than \$24 million as of January 1, 2027, not less than \$40 million as of January 1, 2028, and not less than \$56 million as of January 1, 2028 and thereafter during the Term of this Agreement;
12. "Pro-Forma" means Developer's updated financial pro-forma for the Project provided by Developer dated June 6, 2022, which is deemed a trade secret exempt from public records requirements.
13. "Project" means construction of approximately 178 residential condominium units, anticipated to include approximately 120 units in 3 mid-rise buildings, approximately 36 townhome units and approximately 22 villa units on the Property, pursuant to the plans approved by Village, a preliminary depiction of which is attached hereto as Exhibit C (the "Plans") with an estimated development cost of at least \$60 million.
14. "Project Base Value" means the equalized value of the Property on the date on which the District was created, which is \$318,100. The Project Base Value shall be included within the Minimum Guaranteed Value (and shall not be deducted therefrom).
15. "Project Plan" means the project plan adopted by the Village on June 17, 2019;
16. "Property" means that certain real property legally described in Exhibit A, attached hereto.
17. "Property Site Preparation" means all costs incurred by Developer for demolition of structures and bluff stabilization, including but not limited to soft costs.
18. "Tax Increment" means tax increments (as defined by the Tax Increment Law) collected and retained by the Village from all of the property in the District;
19. "Tax Increment Law" means Wis. Stats. sec. 66.1105;
20. "Term" means the term of this Agreement which shall continue from the date of full execution of this Agreement until the date when the District is terminated;
21. "Village" means the Village of Caledonia, Wisconsin.

ARTICLE II REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of Village. The Village makes the following representations and warranties:

1. The Village is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder;

2. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Village is now a party or by which it is bound, or constitutes a default under any of the foregoing.

3. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Village and no other or further acts or proceedings of the Village are required. This Agreement constitutes the legal, valid and binding agreement and obligations of the Village, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

B. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

1. Developer is a Wisconsin limited liability company and has the power to enter into this Agreement and carry out its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

2. The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance to Developer provided for in this Agreement.

3. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

4. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer and no other or further acts or proceedings of the Developer are required with respect thereto. This Agreement constitutes the legal, valid and binding agreement and obligations of the Developer, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited

by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

C. Representations and Warranties of Guarantor. The Guarantor makes the following representations and warranties:

1. Guarantor is a Wisconsin corporation.
2. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Guarantor is prevented, limited by nor conflicts with, or results in, the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Guarantor is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III

DEVELOPER AND GUARANTOR ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable Village zoning and building codes, ordinances and regulations. Developer warrants and represents to the Village that the Project will contain approximately 178 residential condominium units, anticipated to include approximately 120 units in 3 mid-rise buildings, approximately 36 townhome units and approximately 22 villa units on the Property, pursuant to the preliminary depiction set forth on the Plans and other plans approved by Village, that total development costs expended on the Project (inclusive of personal property) shall be not less than \$60 million, and that the equalized assessed value of the Project shall be:

1. not less than \$5 million by January 1, 2022;
2. not less than \$6 million by January 1, 2023;
3. not less than \$7 million by January 1, 2024;
4. not less than \$8 million by January 1, 2025;
5. not less than \$9 million by January 1, 2026;
6. not less than \$24 million by January 1, 2027;
7. not less than \$40 million by January 1, 2028; and
8. not less than \$56 million by January 1, 2029 and thereafter during the Term of this Agreement.

The amounts set forth above are defined as "Minimum Guaranteed Values" as of the dates set forth above.

As of the date of this Agreement, Developer has prepared the Property for construction by razing and removing all structures and stabilizing the lake bluff, at an actual cost to Developer for such Property Site Preparation in excess of \$4 million, subject to confirmation of such costs by the Village Administrator.

Developer shall obtain a building permit and commence construction of at least one building in the Project not later than May 1, 2024 (the "Commencement Date") and substantially complete construction of the Project in accordance with all zoning approvals and the Plans, on or before December 31, 2028 (the "Completion Date"). Copies of the Village-approved Plans will be retained at the offices of the Village Economic Development Department. The Project shall be deemed to be substantially complete on the date that the Village Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The Village Building Inspector shall not issue a certificate of occupancy for a building if the building does not conform to the Plans, subject to any changes to the Plans that may have been approved by the Village.

B. If any improvements that will be dedicated to the public are included within the scope of work for the Project (the "Public Improvements"), Developer will complete the installation of the Public Improvements in accordance with Village specifications, and will dedicate same to the Village in accordance with Village inspection and acceptance procedures. The Public Improvements shall at all times be subject to Village inspection and approval and the Village and other public entity shall not be required to accept conveyance of the Public Improvements unless the Public Improvements have been constructed in a good and workmanlike manner, in accordance with the Village-approved plans for the Public Improvements. Following approval by the Village of the completed Public Improvements, the Public Improvements shall be conveyed to the Village or other public entity, to the extent appropriate. The Developer shall provide to the Village, or other public entity, from the Developer and all contractors and consultants involved in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the Village.

C. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lenders. Developer will provide evidence to the reasonable satisfaction of the Village that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed to completion.

D. The Developer shall pay the Village a per unit fee based on the size of the units and consistent with the Village's published schedule of fees as a condition to the Village's issuance of each building permit and to provide for inspections for each building in the Project. Upon reasonable notice to Developer, such fee may be reasonably adjusted, from time to time, to account for the Village's actual anticipated costs to process the building permit and provide inspections. *(Please provide a schedule of anticipated fees.)*

E. The Developer has paid, at the time of conveyance of the Property to Developer by Village, all reasonable and actual third party fees incurred by the Village to review and approve the Project, including professional fees, in the amount of \$100,000.

F. In the event of a Default of Developer of any obligation set forth in Subsections D or E above, or in Article V or in Article X(M) below, Guarantor will discharge such obligations. Guarantor is not obligated to discharge any other obligations of Developer under this Agreement. Guarantor's obligations under this Agreement shall terminate on January 1 in the year following the January 1 on which the Project achieves the Minimum Guaranteed Value of \$56 million.

G. Developer intends to commence marketing residential condominium units for pre-sales to owner-occupants prior to 2022 year end. Developer's Pro-Forma contemplates approximately four-years to pre-sell all units in the Project. Construction financing for each building in the Project is anticipated to be available based on sufficient pre-sales of residential condominium units to owner-occupants.

ARTICLE IV

VILLAGE ACTIVITIES AND OBLIGATIONS

A. Village has conveyed the Property to Developer, prior to January 1, 2021, in one or two deeds for \$1.00 and in consideration of the Agreement, to enable the Project.

B. Village shall continue to cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably and promptly review and/or process all submissions, applications and inspections in accordance with applicable Village ordinances.

C. The Parties have agreed that all fees for the Project consistent with the Village's published schedule of fees (collectively, the "Fees") due to the Village under applicable Village ordinances (other than the fees described in Subsection III(E) above) shall be determined based on the size of the units in the Project consistent with the Village's published schedule of fees.

D. In consideration of the performance by Developer of its obligations under this Agreement, simultaneously with execution of this Agreement, the Village agrees to issue to the Developer a tax increment revenue bond (the "Bond") in the principal amount of \$4,100,000 to Developer (which amount was determined based on Property Site Preparation costs incurred by Developer pursuant to this Agreement), substantially in the form attached hereto as Exhibit B. The Bond shall bear interest at the rate of 4% per annum.

1. The amount of the Bond shall be reduced if the Project has not achieved the relevant Minimum Guaranteed Values and if, in lieu of making any Make Up Payment under Article V below, Developer elects to have the makes Make Up Payment amount offset against the unpaid amount of the Bond.

2. The amount of the Bond also shall be reduced in the event that the Village elects to prepay some of the Bond balance.

3. Any reduction in the Bond or Make Up Payments paid shall be recouped to the extent that the equalized value of the Project exceeds the Minimum Guaranteed Values during the Term of this Agreement.

4. Provided that Developer is progressing satisfactorily in the reasonable judgment of the Village, in construction of the Project, any available tax increment generated on other property in the District shall be applied against the Bond or may serve to recoup any reduction in the Bond of Make Up Payments paid.

E. The Bond shall have a term that extends for the earlier to occur of (1) the termination of the life of the District, as the same may be extended, and (2) the date when all amounts due to Developer under the Bond have been paid (the "Bond Maturity Date"). Installment payments on the Bond will be due and payable each year on the date which is 30 days following the date on which Developer has paid all ad valorem taxes with respect to the Property (each a "Bond Payment Date"). The amount of the annual payment due on each Bond Payment Date shall be equal to the amount of funds available from "Tax Increment" as of the date the Bond payment is due, after all Village debt secured by Tax Increment and contemplated in this Agreement is paid, provided that such debt shall include only a 2019 Note in the principal amount of \$555,000, a 2021 Note in the principal amount of \$1,465,000 and a 2021 Utility Bond in the principal amount of \$1,105,000. The amounts and maturities of the installments on the Bond which are to be prepaid shall be selected by the Village, in its sole discretion, without penalty.

THE BOND SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE VILLAGE PAYABLE ONLY FROM TAX INCREMENT THAT IS APPROPRIATED BY THE VILLAGE BOARD OF THE VILLAGE FOR THAT PURPOSE. No property or other asset of the Village, except Tax Increment appropriated to make payments with respect to the Bond, is or shall be a source of payment of the Village's obligations thereunder. The Bond shall not constitute a debt or obligation of the Village, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory provision or limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE VILLAGE MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THE BOND. THE VILLAGE'S OBLIGATION TO MAKE PAYMENTS ON THE BOND IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE VILLAGE BOARD.

In each year, the staff of the Village shall include the appropriation of Tax Increment in the Village budget as submitted to the Village Board for consideration for the next succeeding fiscal year. If the Village Board determines not to appropriate any portion of such Tax Increment, written notice thereof shall be provided to the Developer within 14 days. The Village agrees that, subject to annual appropriation of said funds, on an annual basis for the years after any building on the Property is assessed, completed and occupied, all funds in the special fund of the District which constitute Tax Increment from the Project will be used to make the payments due under the Bond.

Except as otherwise provided herein, the Village shall have no obligation to make payments on the Bond while the Developer is in default of any of its obligations under this Agreement or if no Tax Increment is available.

F. Village shall, at Village cost, install all Project Plan infrastructure in the District, except within the Property, in accord with the Project Plan.

G. Village shall pay to Developer, in addition to the amount due under the Bond, all of the amounts paid by Developer under Section III E, above, plus interest at the rate of 4% per annum. Such payments shall be made only from Tax Increment after full payment of the Bond.

ARTICLE V PAYMENT OF TAXES; MAKE UP PAYMENT

For the year 2022 and thereafter ending with the last year of the Term of this Agreement, Developer guarantees that the ad valorem property taxes assessed against the Property shall be based on not less than the Minimum Guaranteed Value as set forth in Article III(A) above. By way of example only, should the assessment ratio be 98% and the mill rate be \$19.22 per \$1,000 of assessed value for tax year 2022, the amount required under this Agreement for tax year 2022 (payable together with 2022 property taxes in 2023) would be \$94,178. Developer agrees that, in the event that the property taxes actually paid with respect to the Property for any year covered by this Agreement are based on an equalized value less than the amount of the appropriate Guaranteed Minimum Value, the Village may submit a bill to Developer for the difference (a "Make Up Payment"). Such billing shall be submitted to Developer by the Village Treasurer by March 1 of the relevant tax year and, unless Developer elects to reduce the amount of the Bond as set forth in Article IV(C) above, shall be paid in full by Developer, without interest thereon, by March 31 of the relevant year.

The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property, provided that the equalized assessed value of the Property exceeds the Minimum Guaranteed Value.

Developer shall not transfer ownership or use of any portion of the Property to any entity which would render that portion of the Property or condominium unit exempt from ad valorem taxes, without the prior written consent of the Village. The provision in the previous sentence shall run with the land in perpetuity.

ARTICLE VI NO PARTNERSHIP OR VENTURE

Developer, its successors and/or assigns and/or owners of the Property and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the Village and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

ARTICLE VII CONFLICT OF INTEREST

No member, officer or employee of the Village, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the Village review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

ARTICLE VIII WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the Village: Village of Caledonia
5043 Chester Lane
Racine, Wisconsin 53402
Attention: Village Administrator and Village Clerk
Email: as noted on Village's website

With a copy to: Elaine Ekes, Esq.
Pruitt, Ekes & Geary, S.C.
245 Main Street, Suite 404
Racine, WI 53403
Email: esekes@peglawfirm.com

If to the Developer: CCM-Caledonia, LLC
901 South 70th Street
West Allis, WI 53214
Attention: Erich Schwenker
Email: eschwenker@astarusa.com

If to the Guarantor: Cardinal Capital Management, Inc.
901 South 70th Street
West Allis, WI 53214
Attention: Erich Schwenker
Email: eschwenker@astarusa.com

With a copy to: Deborah C. Tomczyk, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700

Milwaukee, WI 53202
Email: dtomczyk@reinhardtllaw.com

Any email notice will be effective only when a hard copy of the notice is sent by mail, messenger or personal delivery.

ARTICLE IX DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder ("Default"):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amount on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice therefrom the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

4. Developer:

a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

e) adopts a plan of complete liquidation of its/his assets; or

f) shall cease to exist.

B. The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice therefrom from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days' notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The Village's rights shall include, but not be limited to temporary suspension of any payment of the Village payments under this Agreement during the continuance of any Default by Developer, or Village performance of any Developer obligation under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the Village suspended any payments of Village payments, the Village shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the Village payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the Village shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of Village payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the Village to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the Village intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

E. Prior to litigation, as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall agree upon a mediator and, if they fail to do so within 30 days, either party may apply to Circuit Court for Racine County for the designation of a mediator. In the event the parties do not accept the mediator's recommendation, the aggrieved party may then commence an action. However, the parties shall agree to alternative dispute resolution if ordered by the County.

ARTICLE X MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the Village:

(i) Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

(ii) During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the Village; and

(iii) During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

(iv) Such other insurance as may be reasonably requested by the Village.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the Village of any material change or cancellation of such policy. The Village shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

D. Developer hereby indemnifies, defends, covenants not to sue and holds the Village harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Village in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the Village or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the Village, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the Village harmless from any and all claims and judgments for damages, and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reason thereof, provided; however, that the Village shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, shall indemnify and save harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(i) The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(ii) The negligent or willfully wrongful construction of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(iii) The negligent or willfully wrongful operation of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, during construction of the Project;

(iv) The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

(v) The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

E. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, pandemic, act of terror, act of God or the elements, governmental action (except for governmental action by the Village with respect to obligations of the Village under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable. No party to this Agreement shall be in Default hereunder for so long as such party or its agents or contractors, if applicable, are prevented from performing any of its obligations hereunder due to a "Force Majeure" occurrence.

F. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

G. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the Village's consent, which may be granted or withheld in the Village's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer or Guarantor without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement and the Bond to the Developer's lender for the Project without the consent of the Village. In the event that any such lender forecloses on its collateral and succeeds to develop of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

H. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the date of the expiration and closure of Tax Incremental District No. 5, Village of Caledonia, Wisconsin.

I. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

J. In the event that any term or provision of this agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

K. A Memorandum of the previous agreement was recorded in the office of the Register of Deeds of Racine County, Wisconsin on October 23, 2020 as Document No. 2568921. Similarly, a Memorandum of this Agreement shall be recorded, prior to the recording of any mortgage securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit D.

L. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Racine County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

M. The Term of this Agreement shall continue from the date of full execution of this Agreement until the earlier to occur of (a) the date when all required payments to Developer have been paid by the Village in full, or (b) the date when the District, as it may be extended, is terminated.

N. This Agreement constitutes the entire Agreement between the parties, and all provisions of this Agreement shall be deemed to be covenants running with the Property and shall be binding upon successors and assigns for the Term of this Agreement.

O. The parties agree that they shall enter into a subsequent agreement that addresses the anticipated on-site and off-site infrastructure including but not limited to private driveways, site grading and erosion controls, stormwater improvements, public sanitary sewer and water

STATE OF WISCONSIN)
) ss.
) COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named _____, the _____ of Cardinal Capital management, Inc., to me known to be the person who executed the foregoing agreement on behalf of Cardinal Capital Management, Inc. and by its authority.

Notary Public, State of Wisconsin
My Commission expires: _____

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

By: _____
Joslyn Hoeffert, Village Clerk

[illegible]

Personally appeared before me this ____ day of _____, 2022, the above-named James R. Dobbs and Joslyn Hoeffert, the Village President and Village Clerk, respectively, of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public, State of Wisconsin
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2 and 3 of Certified Survey Map No. 3464, recorded in the Office of the Racine County Register of Deeds on August 19, 2021 as Document No. 2602721, being a part of the Northeast Fractional 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

Tax Parcel I.D. Nos: 104-04-23-21-003-000; 104-04-23-21-005-000; and
104-04-23-21-006-000

EXHIBIT B

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF RACINE
VILLAGE OF CALEDONIA

TAXABLE TAX INCREMENT PROJECT MUNICIPAL SPECIAL,
LIMITED REVENUE OBLIGATION BOND (**“Bond”**)

Number Date of Original Issuance Amount of
\$4,100,000

FOR VALUE RECEIVED, the Village of Caledonia, Racine County, Wisconsin (the **“Village”**), promises to pay to CCM-Caledonia, LLC (the **“Developer”**), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the amount of Four Million One Hundred Thousand Dollars (\$4,100,000.00). This Bond is subject to the terms and provisions of the Development Agreement between the Village and Developer, dated of even date herewith.

This Bond shall be payable in installments due 30 days following the date on which Developer has paid all ad valorem taxes with respect to the Property (the **“Payment Dates”**) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1, as the same may be modified under the terms of the Development Agreement.

This Bond has been issued to finance a project within the Village’s Tax Incremental District No. 5, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on September 21, 2020, by the Village Board of the Village (the **“Resolution”**). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District No. 5 Development Agreement dated as of July 11, 2022 between the Village and the Developer (**“Development Agreement”**). This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. Except as expressly set forth in the Development Agreement, this Bond shall be payable solely from available Tax Increments generated by the Property and appropriated by the Village Board to the payment of this Bond (the **“Revenues”**). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the amount due on this Bond, the amount due but not paid shall be adjusted as set forth in the Development Agreement, subject to later readjustment also as set forth in the Development Agreement. The Village shall have no obligation to pay any amount of this Bond which remains unpaid after the Bond Maturity Date, except as expressly set forth in the Development Agreement. The owner of this Bond shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Village Board to principal payment of this Bond. If, in any calendar year, the Revenues exceed the amount payable in that year on the Bond (**“Surplus Increment”**), the Village may, subject to appropriation of such payment by the Village Board, apply the Surplus Increment to prepayment on the Bond. The **“Bond Maturity Date”** is set forth in the Development Agreement.

At the option of and in the sole discretion of the Village, this Bond is subject to prepayment in whole or in part at any time.

The Village makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Village’s payment obligations hereunder are subject to appropriation, by the Village Board, of Tax Increments to make payments due on this Bond. In addition, as provided in Article IV Section C of the Development Agreement, the total amount to be paid shall be \$4,000,000.00, plus interest accruing at 4% per annum, except as modified by the terms of the Development Agreement. When that amount of Revenue has been appropriated and applied to payment of this Bond, the Bond shall be deemed to be paid in full and discharged, and the Village shall have no further obligation with respect hereto. Further, as provided in Article IV Section E. of the Development Agreement, the Village shall have no obligation to make payments on this Bond in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

This Bond is a special, limited revenue obligation and not a general obligation of the Village and is payable by the Village only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the Village, and neither the full faith and credit nor the taxing powers of the Village are pledged to the payment of the principal or interest of this Bond. Further, no property or other asset of the Village, except the above-referenced Revenues, is or shall be a source of payment of the Village's obligations hereunder.

This Bond is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned, in whole or in part, only with the consent of the Village. Interests in this Bond may not be split, divided or apportioned. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the Village. Each permitted transferee or

assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Village Board of the Village of Caledonia has caused this Bond to be signed on behalf of the Village by its duly qualified and acting Village President and Village Clerk/Treasurer, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

Village of Caledonia

(VILLAGE SEAL)

James R. Dobbs, Village President

Joslyn Hoeffert, Village Clerk

Schedule 1

Subject to the Village's actual receipt of Tax Increment and the terms and conditions of the Development Agreement, the Village shall make payments on the Bond to the Developer consistent with the "Developer MRO" column in the Schedule on the following page (provided that the principal amount shall be increased to \$4,100,000):



Village of Caledonia, WI
TID No. 5 - Proposed Cardinal Development
Example TID Revenues and Expenses

	Rev. Year	Cardinal Increment Revenue			Share of Admin. Expenses											Revenues Less Expenditures	Fund Balance	
		E.V. Increment	TID E.V. Mill Rate	Increment Revenue		2019 Notes (creation)		2021 Notes (RUSD Prop.)		2021 W&S (Lift Station)		Developer MRO		Total Expenses	Project Fund Balance		Principal Remaining	
						555,000	Amount Rate Year	1,465,000	Amount Rate Year	1,105,000	Amount Rate Year	4,000,000	Amount Rate Year					
																		Principal
1	2021	--	20.00	--	20,000	--	--	--	--	--	--	--	--	20,000	(20,000)	(300,000)	2,570,000	
2	2022	1,711,396	19.22	32,886	20,000	--	11,100	--	32,648	--	30,195	--	--	93,942	(61,057)	(381,057)	2,570,000	
3	2023	4,751,600	19.22	91,306	20,000	--	11,100	--	21,765	--	30,794	--	--	83,659	7,647	(373,410)	6,570,000	
4	2024	5,751,600	19.22	110,521	20,000	--	11,100	100,000	20,765	35,000	30,094	--	--	216,959	(106,437)	(479,847)	6,435,000	
5	2025	6,751,600	19.22	129,737	20,000	--	11,100	170,000	18,065	35,000	28,694	--	--	282,859	(153,122)	(632,969)	6,230,000	
6	2026	7,751,600	19.22	148,953	20,000	--	11,100	220,000	15,265	40,000	27,194	--	--	333,559	(184,606)	(817,575)	5,970,000	
7	2027	8,751,600	19.22	168,169	20,000	180,000	9,300	155,000	13,235	40,000	25,594	--	--	443,129	(274,960)	(1,092,535)	5,775,000	
8	2028	23,751,600	19.22	456,405	20,000	185,000	5,650	270,000	10,415	40,000	23,994	--	--	555,059	(98,654)	(1,191,188)	5,465,000	
9	2029	39,751,600	19.22	763,858	20,000	190,000	1,900	275,000	6,463	45,000	22,294	--	--	560,656	203,201	(987,987)	5,145,000	
10	2030	55,751,600	19.22	1,071,310	20,000	--	--	275,000	2,200	45,000	20,494	--	--	362,694	708,616	(279,371)	4,825,000	
11	2031	55,751,600	19.22	1,071,310	20,000	--	--	--	--	45,000	18,694	240,000	160,000	483,694	587,616	308,245	4,540,000	
12	2032	55,751,600	19.22	1,071,310	20,000	--	--	--	--	50,000	17,044	250,000	150,400	487,444	583,866	892,111	4,240,000	
13	2033	55,751,600	19.22	1,071,310	20,000	--	--	--	--	50,000	15,544	260,000	140,400	485,944	585,366	1,477,477	3,930,000	
14	2034	55,751,600	19.22	1,071,310	20,000	--	--	--	--	70,000	14,094	270,000	130,000	504,094	567,216	2,044,693	3,590,000	
15	2035	55,751,600	19.22	1,071,310	20,000	--	--	--	--	70,000	12,694	280,000	119,200	501,894	569,416	2,614,109	3,240,000	
16	2036	55,751,600	19.22	1,071,310	20,000	--	--	--	--	70,000	11,294	290,000	108,000	499,294	572,016	3,186,125	2,880,000	
17	2037	55,751,600	19.22	1,071,310	20,000	--	--	--	--	75,000	9,797	305,000	96,400	506,197	565,113	3,751,238	2,500,000	
18	2038	55,751,600	19.22	1,071,310	20,000	--	--	--	--	75,000	8,203	315,000	84,200	502,403	568,907	4,320,145	2,110,000	
19	2039	55,751,600	19.22	1,071,310	20,000	--	--	--	--	75,000	6,563	330,000	71,600	503,163	568,147	4,888,292	1,705,000	
20	2040	55,751,600	19.22	1,071,310	20,000	--	--	--	--	80,000	4,819	340,000	58,400	503,219	568,091	5,456,383	1,285,000	
21	2041	55,751,600	19.22	1,071,310	20,000	--	--	--	--	80,000	2,969	355,000	44,800	502,769	568,541	6,024,924	850,000	
22	2042	55,751,600	19.22	1,071,310	20,000	--	--	--	--	85,000	1,009	370,000	30,600	506,609	564,700	6,589,625	395,000	
23	2043	55,751,600	19.22	1,071,310	20,000	--	--	--	--	--	--	395,000	15,800	430,800	640,510	7,230,135	--	
24	2044	55,751,600	19.22	1,071,310	20,000	--	--	--	--	--	--	--	--	20,000	1,051,310	8,281,444	--	
25	2045	55,751,600	19.22	1,071,310	20,000	--	--	--	--	--	--	--	--	20,000	1,051,310	9,332,754	--	
26	2046	55,751,600	19.22	1,071,310	20,000	--	--	--	--	--	--	--	--	20,000	1,051,310	10,384,064	--	
27	2047	55,751,600	19.22	1,071,310	20,000	--	--	--	--	--	--	--	--	20,000	1,051,310	11,435,374	--	
					540,000	555,000	72,350	1,465,000	140,820	1,105,000	362,067	4,000,000	1,209,800					

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the Village Clerk/Treasurer of the Village of Caledonia, Racine County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the Village and duly executed by the Registered Owner or his or her or its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner Clerk/Treasurer	Signature of Village
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT C

Preliminary Plans

See following two pages.

EXHIBIT D

Memorandum of Development Agreement

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**

Document Number

Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (“Memorandum”) is made effective as of the 11th day of July, 2022, by and between CCM-Caledonia, LLC, its successors and/or assigns ("**Developer**"), and the **VILLAGE OF CALEDONIA**, a municipal corporation of Racine County, Wisconsin (“**Village**”).

Recording Area

Name and Return Address

Alan Marcuvitz, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

104-04-23-21-003-000,
104-04-23-21-005-000 and
104-04-23-21-006-000

PIN

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated as of July 11th, 2022 ("**Development Agreement**"). The full Development Agreement is available for inspection and copies can be obtained at the Village of Caledonia Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Racine County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the Village's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the Village hereby acknowledge as follows:

1. **PROPERTY.** The “**Property**” is land located in the Village of Caledonia, Racine County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO EXEMPT USE.** Developer shall not transfer ownership or use of any portion of the Property to any entity which would render that parcel exempt from ad valorem taxes without the prior written consent of the Village. This provision runs with the land in perpetuity.

4. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

5. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

6. **TERMINATION OF PRIOR MEMORANDUM.** This Memorandum terminates, replaces and supersedes the memorandum of a previous agreement recorded in the Office of the Register of Deeds for Racine County on October 23, 2020 as Document No. 2568921.

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:

VILLAGE:

CCM-CALEDONIA, LLC

VILLAGE OF CALEDONIA

By: _____
Name:
Title:

By: _____
James R. Dobbs, Village President

By: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named _____, the _____ of CCM-Caledonia, LLC, to me known to be the person who executed the foregoing agreement on behalf of the Developer and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
RACINE COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named James R, Dobbs and Joslyn Hoeffert, Village President and Village Clerk, respectively of the Village of Caledonia, LLC, to me known to be the person who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by:
Alan Marcuvitz, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2 and 3 of Certified Survey Map No. 3464, recorded in the Office of the Racine County Register of Deeds on August 19, 2021 as Document No. 2602721, being a part of the Northeast Fractional 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.



SITE LOCATION

LAKE MICHIGAN

20.1 ACRES

EXISTING BLUFF



DESIGN CONCEPT

- **PARKING SOLUTION**



DESIGN CONCEPT

• PARKING SOLUTION





CONCEPT PRECEDENTS

SIDE BY SIDE VILLAS:

+/- 1600 SF --- +/- 1850 SF





CONCEPT PRECEDENTS

TOWNHOMES:

+/- 1600 SF --- +/- 1850 SF





CONCEPT PRECEDENTS

CENTRAL AMENITY LIST:

INDOOR:

- Concierge Service
- Clubroom / Party Room
- Fitness Center with Studio Space
- Swimming Pool with Locker Rooms
- Co-work Space
- Conference Room / Business Center
- Hot Tub, Sauna / Steam Room
- Theatre Room
- Golf Simulator
- Game Room
- Spa Service Room
- Chef's Kitchen
- Dog Wash Station

OUTDOOR:

- Rooftop Deck
- Sports Courts
- Grilling Station
- Fire Pits
- Lounge Space
- Hot Tub
- Playground
- Community Garden
- Dog Park

CONCEPT RENDERING



AN ORDINANCE TO AMEND SECTIONS 7-3-1 AND 7-3-2 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA RELATING TO THE LICENSING OF TOBACCO PRODUCTS AND THE LICENSING SALE OF NONINTOXICATING BEVERAGES AND TO REPEAL SECTION 7-3-3 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA RELATING TO LICENSING SALE OF SODA WATER BEVERAGES.

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

1. That Section 7-3-1 of the code of ordinances for the Village of Caledonia “Cigarette License” be, and hereby is, amended to read as follows:

“SEC. 7-3-1 CIGARETTE LICENSE.

- (a) **License Required.** No person shall, in any manner, directly or indirectly, upon any premises, or by any device, sell, exchange, barter, dispose of, give away, or keep for sale, any cigarette, cigarette paper, cigarette wrappers, or any substitute, without first obtaining a license.
- (b) **Application for License; Fee.** Every person applying for a license under this section shall file a written application with the Village Clerk stating the name of the applicant and the name and address of the premise for which the license is requested. The applicant shall pay a license fee in an amount set by resolution of the Village Board from time to time.¹
- (c) **Issuance and Term of License.** Licenses for the sale, exchange, barter, disposition of, or giving away, or keeping for sale of cigarette paper or cigarette wrappers or any substitute shall be issued by the Village Clerk. Each license shall be issued on the first day of July in each year, or from the date approved, if after July 1, and shall continue in force from the date of issuance until the succeeding June 30th unless revoked for any violation of this section.
- (d) **Statutory Provisions.** The provisions of § 134.65 and 134.66 and Chapter 139, Wis. Stats., regulating the use of tobacco products shall be adopted in this section.”

2. That Section 7-3-2 of the Code of Ordinances for the Village of Caledonia “Licensing Sale of Nonintoxicating Beverages” be, and hereby is, amended to read as follows:

“SEC. 7-3-2 LICENSING SALE OF NONINTOXICATING BEVERAGES.

- (a) **License Required.** No person or corporation shall maintain, operate or

¹ Need resolution to set fee of one hundred dollars (\$100.00) to the Village Treasurer.

conduct within the limits of the Village of Caledonia the business of selling non-intoxicating beverages as defined in Sec. 66.0433, Wis. Stat., either in retail or at wholesale, without first procuring a license so to do as provided in this Section.

(b) **Application.**

- (1) Application for such license shall be filed with the Village Clerk for the presentation to the Village Board at any regular or special meeting thereof. All such applications shall be accompanied by the fee fixed by Subsection (c) for such license.
- (2) Such application shall contain questions as to what premises are to be licensed and whether the applicant is a person or corporation and, if it is a corporation, whether it is a domestic corporation, whether the applicant is a resident of the Village of Caledonia, whether the applicant has been convicted of a felony and, if so, whether he has been restored to civil rights.
- (3) In the event applicant is a person not a resident of the Village of Caledonia, or if the applicant is not domestic corporation, or if the applicant has been convicted of a felony and has not been restored to civil rights, the license shall be denied per Sec. 66.0433(2), Wis. Stat.
- (4) If the applicant meets the qualifications established in Sec. 66.0433(2), Wis. Stat., the Village Board shall further consider the character of the applicant, the proposed nature of conduct of the business, and the location of the premises to be licensed and, if satisfied that the granting of the license is not contrary to public interest, shall grant the license.

(c) **Issuance; Fee.** Such license, when issued by the Village Clerk under the authority of the Village Board, shall entitle the holder thereof to engage in the business of selling nonintoxicating beverages at the premises mentioned in said license such to the limitations imposed by this section. The fee for such license shall be set by the Village Board by resolution from time-to-time but shall conform to the standards set forth in Sec. 66.0433(1), Wis. Stats. ² The full license fee shall be charged for the whole or fractional part of the year. No such license shall be transferable from one (1) person to another nor shall such license be transferable to any other location without the consent of the Village Board.

(d) **Term; Expiration.** All licenses issued pursuant to the provisions of this Section shall expire on the 30th day of June next succeeding the date of issue.

(e) **Display of License.** All persons granted licenses under this Section shall cause their license to be prominently displayed in their place of business.”

3. That Section 7-3-3 of the Code of Ordinances for the Village of Caledonia “Licensing Sale of Soda Water Beverages” be, and hereby is, repealed.

4. That this ordinance shall take effect upon adoption and publication as required by law.

² The fee for a license shall be not less than \$5 nor more than \$50, to be fixed by the board or council, except that where these beverages are sold for consumption off the premises the license fee shall be \$5.

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

VILLAGE OF CALEDONIA

By: _____
James Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

Ordinance No. 2022-13

AN ORDINANCE TO CREATE TITLE 5 CHAPTER 11 CONTAINING SECTIONS 5-11-1 THROUGH 5-11-4 ENTITLED DISPOSAL OF ABANDONED AND SEIZED PROPERTY, TO RENUMBER AND AMEND TITLE 5 CHAPTER 7 SECTIONS 5-7-1 TO 5-7-6 TO BE TITLE 3 CHAPTER 6 SECTIONS 3-6-1 TO 3-7-6 ENTITLED DISPOSAL OF SURPLUS PROPERTY OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING TO THE DISPOSAL OF ABANDONED AND SEIZED PROPERTY

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

1. That Title 5 Chapter 11 Sections 5-11-1 through 5-11-4 of the Code of Ordinances for the Village of Caledonia be, and hereby is, created to read as follows:

“CHAPTER 11 ABANDONED AND SEIZED PROPERTY

SEC. 5-11-1 ABANDONED PROPERTY

- (a) **Authority.** This section is enacted pursuant to the authority of Wis. Stat. § 66.0139.
- (b) **Findings; Intent.** It is necessary and in the public interest, welfare and safety to enact a process that must be followed as to the disposition of abandoned property that is found within the boundaries of the Village and comes to be in possession of a Village department.
- (c) **Disposal of Personal Property.**
 - (1) The Village of Caledonia by any department head may dispose of personal property, other than cash, that has been abandoned, not needed for evidence or court proceedings, or remained unclaimed for a period of 30 days after taking possession of such property. The property may be retained or disposed of by any means that is determined to be in the best interest of the Village by the department head (i.e. donation, public or internet auction, converted to department use, etc).
 - (2) The department head, or designee, shall attempt to return to the rightful owner, if the owner can reasonably be determined, such items of personal property which have substantial value.
- (d) **Disposal of Abandoned Cash.**
 - (1) Personal property consisting of cash that has been abandoned and is not needed for evidence or court proceedings, or that has remained unclaimed for a period of

5 years after taking possession of such property, shall be disposed of according to the Revised Uniform Unclaimed Property Act under Chapter 177, Wis. Stats.

- (2) The department head, or designee shall attempt to return to the rightful owner, if the owner can reasonably be determined, such cash prior to disposal per subsection (1) above.

(e) **Disposal of Seized Cash.**

- (1) For the purpose of this section, “controlled substance,” “controlled substance analog,” and “marijuana” shall have the meaning defined in Wis. Stat 961.01.
- (2) Abandoned or unclaimed personal property consisting of cash which has been seized as part of controlled substance, controlled substance analog, or marijuana arrest or investigation shall be held by the Police Department until such time that the municipality or the rightful owner of the abandoned or unclaimed seized cash brings a forfeiture proceeding for its disposal or recovery per Wis. Stat. § 968.20 or § 961.555.
- (3) If the funds were seized pursuant to state or federal asset forfeiture proceedings, the funds will be maintained pursuant to the requirements associated with the forfeiture laws. Federal Asset forfeiture funding may only be used for items deemed a “permissible use” as outlined in the current Federal Equitable Sharing guidelines. Any funds received as a result of this section shall not be used in any manner to reduce the budget appropriation for the Police Department in any year.

(f) **Abandoned, Unclaimed or Seized Dangerous Weapons or Ammunition.**

- (1) Abandoned or Unclaimed or Seized Dangerous Weapon(s) or Ammunition may be disposed of in accordance with the procedure set forth in Wis. Stat. § 968.20.
 - a. If the dangerous weapons or ammunition is not required for evidence or use in further investigation and has not been disposed of pursuant to a court order at the completion of a criminal action or proceeding, the village shall make reasonable efforts to notify all persons who have or may have an authorized rightful interest in the dangerous weapon or ammunition of the application requirements set forth in Wis. Stat. § 968.20(1).
 - b. If, within 30 days after the notice, an application is not made and the seized dangerous weapon(s) or ammunition is not returned by the officer, the village may retain the dangerous weapon(s) or ammunition and authorize its use by a law enforcement agency, provided the dangerous weapon was not used in the commission of a homicide, or is a handgun as defined in Wis. Stat. § 175.35(1)(b).
 - c. If a dangerous weapon other than a firearm is not retained by the village, the village or custodian shall safely dispose of the dangerous weapon or sell the weapon if that weapon is a motor vehicle.
 - d. If a firearm or ammunition is not retained by the village, the village or custodian shall ship the firearm or ammunition to the state crime laboratories and it is then property of the laboratories.

(g) **Disposal of Abandoned or Unclaimed Flammable, Explosive or Incendiary Substance Materials or Devices.**

- (1) Any Village employee, at the direction of the Chief of Police or his designee, may safely dispose of abandoned or unclaimed flammable explosive or incendiary substance, materials or devices that pose a danger to life or property in their storage, transportation, or use immediately after taking possession of the substance, materials or device without a public auction.
- (2) If the substance, materials or device appears to be or is reported stolen, an attempt to return the substance, materials or device to its rightful owner shall be made.
- (3) If the substance, materials or device appears to have a commercial value and does not pose an immediate threat to life or property, an attempt to return the substance, materials or device to its rightful owner shall be made.

(h) **Records to be kept.**

- (1) If the disposal of the property is in the form of a sale, all receipts from the sale, after deducting the necessary expenses of keeping the property and conducting the sale, shall be paid into the Village Treasury.
- (2) If the property is not disposed of in a sale open to the public, the department head shall maintain an inventory of the property, a record of the date and method of disposal, including the consideration received for the property, if any, and the name and address of the person taking possession of the property. The inventory shall be kept as a public record for a period of not less than 2 years from the date of disposal of the property.

SECTION 5-11-2. PENALTY.

Violation of any provision of this Chapter can and will result in the imposition of penalties according to Section 1-1-6 of this Code of Ordinances.

SECTION 5-11-3. SEVERABILITY.

The provisions of this Ordinance are severable. If any provision of this Ordinance is found to be void or unconstitutional by a court of competent jurisdiction, such finding shall not affect the remaining portions of this ordinance which will be deemed in full force effect.”

2. That Title 5 Chapter 7 Sections 5-7-1 to 5-7-6 relating to the Disposal of Surplus Property, be, and hereby are, renumbered for placement in Title 3 Chapter 6 and amended to read as follows:

“SEC. 3-6-1 DEFINITIONS.

- (a) “Arm’s Length Transaction” means a sale in an open and unrestricted market between a willing buyer and a willing seller who are knowledgeable and informed and who are acting independent of each other.
- (b) “Book Value” means the recorded value of a piece property at the time of purchase less the accumulated depreciation of the property on the date of the proposed disposal of the property. The valuation of property shall be supported by generally accepted accounting principles.
- (c) “Fair Market Value” means the value of a piece of property if it were sold on the open market in an Arm’s Length Transaction.
- (d) "Surplus Village Property" means property that has no further usefulness to the Village as determined by the Department Head that oversees the property. No further usefulness means a piece of property that is no longer used, relied on, or needed.

SEC. 3-6-2 DETERMINATION AND DISPOSITION OF SURPLUS VILLAGE PROPERTY.

- (a) Property with a Book Value of Less than Five-Hundred Dollars. Property with a Book Value of less than five hundred dollars (\$500.00) shall be determined to be Village Surplus Property by the Department Head of the property. The Department Head shall notify the Village Administrator and the Finance Department of his or her determination that a piece of property is Surplus Village Property. The Department Head’s notice to the Village Administrator and Finance Department shall include a property description, asset number, Book Value, reasons for disposal, and recommended means of disposal. Upon receipt of the notice of the Department Head’s determination, the Village Administrator or designee shall dispose of the Surplus Village Property by one of the methods listed in Section 3-6-3. Once the Village Administrator or designee has disposed of the Surplus Village Property, proof of such disposal shall be provided to the Finance Department and be reflected on the Village assets list if necessary, within seven (7) days of receipt of the sale.
- (b) Property with a Book Value of Five-Hundred Dollars or More.
 - (1) If the Department Head of a piece of property determines that a piece of property has no further usefulness, and the property has a Book Value of five hundred dollars (\$500.00) or more as determined by the Finance Department, the Department Head shall notify the Village Administrator and Finance Department in writing of the property’s disposal request. The Department Head’s notice to the Village Administrator and Finance Department shall include a property description, asset number, Book Value, and reasons for disposal.
 - (2) The Village Administrator shall advise all other departments in the Village of the available property and transfer it to any Department that has requested the property. The Village Administrator shall provide proof of any transfer of Surplus Village Property between Village Departments to the Finance Department.

- (3) If no other Department requests the property, the Village Administrator shall forward the property information (description, asset number, date of purchase, original purchase cost, accumulated depreciation, net Book Value to be written off) to the Finance Committee. The Finance Committee shall review and recommend to the Village Board a determination on whether property is Surplus Village Property and how the property should be disposed of under Section 3-6-3. The Village Board shall make the final determination of whether property is Surplus Village Property and, if the property is determined to be Surplus Village Property, direct the Village Administrator or designee to dispose of the property by one of the methods set forth in Section 3-6-3.
- (4) Once the Surplus Village Property disposal occurs, proof of such disposal shall be provided to the Finance Department and be reflected on the Village assets list if necessary within seven (7) days of receipt of the sale.
- (c) Fair Market Value. All disposals of Surplus Village Property shall be based on Fair Market Value, which may match the Book Value.
- (d) Discounts for Other Services. Surplus Village Property shall not be disposed of by taking a discount on other services invoiced.

SEC. 3-6-3 DISPOSAL PROCESS FOR SURPLUS VILLAGE PROPERTY

- (a) Whenever property is determined to be Surplus Village Property, the property shall be disposed by one of the following methods:
 - (1) Negotiated sale (support documentation required)
 - (2) Sale by sealed bid (publicly advertised)
 - (3) Public auction (approved online or local auction)
 - (4) Scrap (support documentation required)
 - (5) Donation to a nonprofit organization within the Village, a nonprofit organization that provides services to the Village, or to a governmental agency.
 - (6) Trading property for another piece of property or a discount on the purchase price of another piece of property.
- (b) Department Heads responsible for Surplus Village Property shall not donate or sell property under Sec. 3-6-3(a)(1), (2), (4), and (5) to a member of their own family without approval of donation or sale by the Finance Committee.

SEC. 3-6-4 PUBLIC AUCTIONS OR SALES BY SEALED BIDS.

- (a) In the event of a public auction or sale by sealed bid, the property shall be sold in "as-is" condition to the person or entity submitting the highest bid. The Village Board may accept a lower bid submitted by a nonprofit organization or governmental agency. The Department Head responsible for the property shall determine a time frame that the successful bidder shall remove the property. In the event that the property is not removed within that time frame, the property shall revert to the Village and the paid amount of the bid shall be forfeited to the Village. The Village Board shall dispose of property if the Village receives no bids.
- (b) The Village Board shall authorize the Department Head to hire an auctioneer or auction or bid company to assist in the public auction or sale by sealed bid. The fees and costs of an

auctioneer or auction or bid company shall not exceed the payment received by the Village from the auction or sale of the property.

SEC. 3-6-5 ITEMS NOT SURPLUS VILLAGE PROPERTY.

The following shall not be Surplus Village property:

- (a) Land or buildings
- (b) Property that is obtained by the Village as a result of abandonment or loss by the property's original owner
- (c) Library materials used by the public library for lending purposes

SEC. 3-6-6 DISPOSAL OF NON-SURPLUS VILLAGE PROPERTY.

Only the Village Board may dispose of Village property that is not Surplus Village Property as defined in this Chapter. Abandoned and seized personal property shall be disposed of in accordance with Title 5 Chapter 11.”

- 3. That the sections of Title 5 Chapter 7 shall be marked as reserved for future use.
- 4. This ordinance shall take effect upon adoption and publication as required by law.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

Ordinance No. 2022-14

AN ORDINANCE TO AMEND SECTION 9-1-1(e), SECTION 9-2-1(a)(4), AND SECTION 9-4-1(e) OF TITLE 9 FOR PUBLIC UTILITIES TO CHANGE REFERENCES FROM THE VILLAGE UTILITY DIRECTOR TO THE VILLAGE PUBLIC SERVICES DIRECTOR AND TO CHANGE REFERENCE TO DISTRICT MANAGER TO UTILITY SUPERVISOR IN SECTION 9-4-4 IN THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA

The Village Board of the Village of Caledonia do ordain as follows:

1. That Section 9-1-1(e) entitled of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“(e) Public Services Director. The Public Services Director shall oversee the Caledonia Water Utility District. Per Section 2-4-19 of this Code of Ordinances the Public Services Director shall be appointed by the Village Board for an indefinite term of office and shall serve at the pleasure of the Village Board.”

2. That Section 9-2-1(a)(4) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“(4) Public Services Director. The Public Services Director shall oversee the Caledonia Storm Water Utility District. Per Section 2-4-19 of this Code of Ordinances the Public Services Director shall be appointed by the Village Board for an indefinite term of office and shall serve at the pleasure of the Village Board.”

3. That Section 9-4-1(e) of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“(e) Public Services Director. The Public Services Director shall oversee the Caledonia Sewer Utility District. Per Section 2-4-19 of this Code of Ordinances the Public Services Director shall be appointed by the Village Board for an indefinite term of office and shall serve at the pleasure of the Village Board.”

4. That Section 9-4-4 of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows

UTILITY SUPERVISOR

A Utility Supervisor shall be appointed by the Village Board to enforce all provisions of this Chapter. The Supervisor shall be responsible for the day to day operations of the District, including, but not limited to, filing reports as may be required concerning the operations of the District.

That this ordinance shall take effect after adoption and publication as provided 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
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

770272.100 (Title 2 Public Services Director)

TITLE 9

Public Utilities (2010-04 – 09/21/10)

<i>Title Number</i>	<i>Title Name</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
Chapter 1	Caledonia Water Utility Regulations and Rates	2002-01 2010-04	1/15/02 9/21/10
Chapter 2	Lake Michigan Storm Sewer Utility and Root River Storm Sewer Utility District Regulations and Rates	2005-13	09/20/05
Chapter 3	Reserved for Future Use		
Chapter 4	Caledonia Sewer Utility District Regulations and Rates	2003-08 2010-05	10/21/03 9/21/10

CHAPTER 1

Caledonia Water Utility Regulations and Rates

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
<u>Article A</u>	<u>Rates</u>		
9-1-1	The Village of Caledonia Water Utility	2017-19	10/23/17
9-1-2	Public Fire Protection Service -- F-1	2013-13	09/03/13
9-1-3	Private Fire Protection Service – Unmetered – UPF-1		
9-1-4	General Water Service – Metered – Mg-1		
9-1-5	General Water Service – Unmetered –UG-1		
9-1-6	Public Service – MPA-1		
9-1-7	Reconnection Charges – R-1		
9-1-8	Water Lateral Installation Charge – CZ-1		
9-1-9	Purchase Water Adjustment Clause-PWAC-1		
9-1-10	Other Charges --- OC-1		
9-1-11	Amendment to Rates		
9-1-12 through 9-1-22	Reserved for Future Use		
<u>Article B</u>	<u>Rules and. Regulations</u>		
9-1-23	Compliance with Rules		
9-1-24	Establishment of Service		
9-1-25	Service Contract		
9-1-26	Temporary Metered Supply, Meter and Deposits		

9-1-27	Water for Construction		
9-1-28	Use of Hydrants for Construction; Temporary Supply		
9-1-29	Operation of Valves and Hydrants; Unauthorized Use of Water; Penalty		
9-1-30	Service Connections (or Water Laterals)		
9-1-31	Service Piping for Meter Settings		
9-1-32	Turning on Water		
9-1-33	Failure to Read Meters		
9-1-34	Complaint Meter Tests		
9-1-35	Thawing Frozen Services		
9-1-36	Stop Boxes		
9-1-37	Installation of Meters		
9-1-38	Repairs to Meters		
9-1-39	Replacement and Repair of Service Pipe		
9-1-40	Charges for Water Wasted Due to Leaks		
9-1-41	Inspection of Premises		
9-1-42	Customer's Deposits		
9-1-43	Disconnection and Refusal of Service		
9-1-44	Surreptitious Use of Water		
9-1-45	Vacation of Premises		
9-1-46	Repairs to Mains		
9-1-47	Duty of Utility With Respect to Safety of the Public		
9-1-48	Handling Water Mains and Service Pipes in Sewer or Other Trenches		
9-1-49	Settling Main or Service Trenches		
9-1-50	Protective Devices		
9-1-51	Cross-Connection Control	2005-18	11/01/05
9-1-52	Water Main Extension Rule		
9-1-53	Water Main Installations in Platted Subdivisions		
9-1-54	Reimbursement of Costs		
9-1-55	Standard Specifications		
9-1-56	Impact Fees	2011-05	05-17-11
9-1-57	Mandatory Connection to Water Mains	2005-14	09/20/05
		2006-12	12/19/06

ARTICLE A

Rates

SEC. 9-1-1 CALEDONIA WATER UTILITY DISTRICT.

- (a) **Water Utility District Creation.** There shall be one water utility district for a portion of the Village of Caledonia organized pursuant to the Wisconsin Statutes,

which shall be known as the “Caledonia Water Utility District.” Unless otherwise indicated, any reference to the Village of Caledonia Water Utility District (“Utility”) shall mean the Caledonia Water Utility District regulated by the Public Service Commission (“PSC”), and shall apply to the Caledonia Water Utility District.

- (b) **District Boundaries.** The boundaries of the Caledonia Water Utility District shall be as established by Resolution of the Village Board.
- (c) **Obligations to and of the District.** Nothing in this Section shall be construed as discharging any person, firm, corporation, or organization from any obligation to the predecessor Caledonia East Sewer and Water Utility Districts or the predecessor Caledonia West Sewer and Water Utility Districts, or their predecessor Utility Districts, incurred prior to the enactment of this Section, including, but not limited to, compliance with the rules and regulations of the District, payments of any monies owing to the District and performance of any contracts entered into with the District. Nothing herein shall affect the obligations that the District has as to any outstanding bond issuances or other debt obligations.
- (d) **Commission.** The Utility’s Commission shall have the powers and duties as specified in Section 2-5-8 of this Code of Ordinances.
- (c) ~~**Utility Director.** The Village Board shall appoint a Utility Director to oversee the Caledonia Water Utility District and whom shall report to the Village Board and be an advisor to the Commission per Section 2-4-19 of this Code of Ordinances.~~
- (e) ~~**Public Services Director.** The Public Services Director shall oversee the Caledonia Water Utility District. Per Section 2-4-19 of this Code of Ordinances the Public Services Director shall be appointed by the Village Board for an indefinite term of office and shall serve at the pleasure of the Village Board."~~
- (f) **Utility District Personnel.** All of the Caledonia Water Utility District’s personnel are Village employees subject to the Village Personnel Policy Manual.

CHAPTER 2

Village of Caledonia Storm Water Utility District Regulations and Rates (2013-22 – 11/04/13)

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
9-2-1	Purpose	2017-19	10/23/17
9-2-2	Definitions		
9-2-3	Comprehensive Drainage Plan		
9-2-4	Disruption of Drainage Prohibited		
9-2-5	Drainage Requirements for New Developers		
9-2-6	Additional Requirements for Properties that are Located within the Boundaries of the Milwaukee Metropolitan Sewerage District		
9-2-7	Repealed		
9-2-8	Preparation of Annual Budget		
9-2-9	Illicit Discharges and Connections		
9-2-10	Post Construction Storm Water Management Ordinance	2016-05	04/04/16
9-2-11	Ponds		
9-2-12	Storm Water Management Fees		

SEC. 9-2-1 CALEDONIA STORM WATER UTILITY DISTRICT; PURPOSE.

- (a) **Storm Water Utility District.** The Caledonia Storm Water Utility District shall be Village-wide and shall be considered the successor entity to both the “Lake Michigan Storm Sewer Utility District” and the “Root River Storm Sewer Utility District” pursuant to Sec. 66.0827, Wis. Stats. (referred to herein as the “Storm Water District”, “Storm Sewer District” or “District”).
- (1) **District Boundaries.** The boundaries of the Storm Water Utility District shall match the municipal boundaries of the Village of Caledonia and shall encompass all parcels of land within the Village.
 - (2) **Obligations to and from District.** Nothing in this Section shall be construed as discharging any person, firm, corporation, or organization from any obligation to the predecessor Lake Michigan Storm Sewer Utility District or the predecessor Root River Storm Sewer Utility District incurred prior to the enactment of this Section, including, but not limited to, compliance with the rules and regulations of either District, payments of any monies owing to either District and performance of any contracts entered into with either District. Nothing herein shall affect the obligations that either District has as to any outstanding bond issuances or other debt obligations.

(3) **Commission.** The Storm Water Utility's Commission shall have the powers and duties as specified in Section 2-5-8 of this Code of Ordinances.

~~(4) **Utility Director.** The Village Board shall appoint a Utility Director to oversee the Storm Water Utility District and whom shall report to the Village Board and be an advisor to the Commission per Section 2-4-19 of this Code of Ordinances~~

~~(4)(5) **Public Services Director.** The Public Services Director shall oversee the Caledonia Storm Water Utility District. Per Section 2-4-19 of this Code of Ordinances the Public Services Director shall be appointed by the Village Board for an indefinite term of office and shall serve at the pleasure of the Village Board.~~

~~(5)(6) **Utility District Personnel.** All of the Storm Water Utility District's personnel are Village employees subject to the Village Personnel Policy Manual.~~

(b) **Purpose.** The purpose of this Chapter is to establish rules and regulations for the Village of Caledonia Storm Water Utility District, to administer drainage within the boundaries of the Village-wide District.

CHAPTER 4

Caledonia Sewer Utility District Regulations and Rates

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
9-4-1	Caledonia Sewer Utility District	2017-19	10/23/17
9-4-2	Application for Racine Sewer Ordinances		
9-4-3	Additional Regulations Pertaining to the Caledonia Sewer Utility District		
9-4-4	Utility Manager		
9-4-5	Sewerage Connection Charge	2011-05	05-17-11
9-4-6	Connections to Sewer Mains		
9-4-7	Basis for Sewer Service Charges	2021-07	09/07/21
9-4-8	Billings		
9-4-9	Sewer Construction and Connections		
9-4-10	Appeals/Waivers		
9-4-11	Reimbursement of Costs.		
9-4-12	Violations and Penalties		
9-4-13	Validity		

SEC. 9-4-1 CALEDONIA SEWER UTILITY DISTRICT

- (a) **Sewer Utility District Creation.** There shall be one sewer utility district for a portion of the Village of Caledonia organized pursuant to the Wisconsin Statutes, which shall be known as "Caledonia Sewer Utility District." Unless otherwise indicated, any reference below to "District," "Utility" or "Caledonia Sewer Utility" shall mean the Caledonia Sewer Utility District.
- (b) **District Boundaries.** The boundaries of the Caledonia Sewer Utility District shall be as established by Resolution of the Village Board.
- (c) **Obligations to and of the District.** Nothing in this Section shall be construed as discharging any person, firm, corporation, or organization from any obligation to the predecessor Caledonia East Sewer and Water Utility Districts or the predecessor Caledonia West Sewer and Water Utility Districts, or their predecessor Utility Districts, incurred prior to the enactment of this Section, including, but not limited to, compliance with the rules and regulations of the District, payments of any monies owing to the District and performance of any contracts entered into with the District. Nothing herein shall affect the obligations that the District has as to any outstanding bond issuances or other debt obligations.
- (d) **Commission.** The Caledonia Sewer Utility's Commission shall have the powers and duties as specified in Section 2-5-8 of this Code of Ordinances.
- (e) ~~**Utility Director.** The Village Board shall appoint a Utility Director to oversee the Caledonia Sewer Utility District and whom shall report to the Village Board and be an advisor to the Commission per Section 2-4-19 of this Code of Ordinances.~~

Public Services Director. The Public Services Director shall oversee the Caledonia Storm Water Utility District. Per Section 2-4-19 of this Code of Ordinances the Public Services Director shall be appointed by the Village Board for an indefinite term of office and shall serve at the pleasure of the Village Board."

- (f) **Utility District Personnel.** All of the Caledonia Sewer Utility District's personnel are Village employees subject to the Village Personnel Policy Manual.

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SEC. 9-4-4 UTILITY DISTRICT MANAGER.

A ~~District Manager~~ Utility Supervisor shall be appointed by the ~~Commissioners of the Caledonia Sewer Utility District~~ Village Board to enforce all provisions of this Chapter. The ~~Manager Supervisor~~ shall be responsible ~~to the Commission~~ for the day-to-day operations of the District, including, but not limited to, filing reports as may be required concerning the operations of the District.

Ordinance No. 2022-15

AN ORDINANCE TO AMEND SECTION 15-1-24 (A) RELATING TO MINIMUM FEES TO INCLUDE A DISHWASHER FEE; AND TO CREATE SECTION 15-1-24(L) RELATING TO PLUMBING PERMIT AND INSPECTION FEE SCHEDULE AND ENTITLED COMMERCIAL PLUMBING; AND TO AMEND SECTION 15-1-25 (C) TO ADJUST THE FEES FOR ELECTRICAL WORK FOR COMMERCIAL, INDUSTRIAL AND AGRICULTURAL STRUCTURES OR PROPERTIES, AND TO AMEND SECTION 15-1-25 (D) TO ADJUST THE MINIMUM FEES FOR RESIDENTIAL AND COMMERCIAL ELECTRICAL WORK, ALL OF WHICH SECTIONS ARE OF THE VILLAGE OF CALEDONIA CODE OF ORDINANCES

The Village Board of the Village of Caledonia do ordain as follows:

1. That Section 15-1-24(a) be amended to read as follows:

"(a) Residential Minimum Fee	\$57.00 with exception for dishwasher and water heater replacement which shall be \$25.00"
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2. That Section 15-1-24(l) be and hereby is, created to read as follows:

"(l) Commercial Minimum Fee	\$100.00"
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3. That Section 15-1-25(c) be amended to read as follows:

"Any electrical work for new construction, alterations, or additions to commercial, industrial, or agricultural structures or properties shall be subject to the following fees in addition to (b) above.

- (1) Electrical work costing \$0.00 to \$1,850.00 shall be the minimum fee of \$100.00.
- (2) Electrical work costing \$1,850.00 to \$10,000.00 shall be \$2.25 per \$100.00 of the total cost or fraction thereof plus \$100.00.
- (3) Electrical work costing over \$10,000.00 shall be \$1.25 per \$100.00 of the total cost or fraction thereof plus \$325.00."

4. That Section 15-1-25(d) be amended to read as follows:

"(d) The minimum fee for all residential electrical work shall be \$57.00. The minimum fee for all commercial electrical work shall be \$100.00."

5. That this ordinance shall take effect after adoption and publication as provided 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
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk



Memorandum

Date: May 10, 2022

To: Legislative/Licensing Committee

From: Erika Waege

Public Services Administrative Coordinator

Re: Commercial Electrical & Plumbing Minimum Fee / Dishwasher Fee

The Village Ordinance currently states that the minimum permit fee for Commercial Electrical & Plumbing is (\$57.00). The Village currently pays out (\$75.00) per inspection for our Commercial Inspectors. The Building Department is requesting approval from the Legislative/Licensing Committee to consider adjusting the commercial minimum permit fee to (\$100.00) and take into consideration the potential loss of permit costs to employee earnings. In addition, the Building Department would like to adjust the replacement permit fee of (\$57.00) for a Dishwasher to match the replacement cost of (\$25.00) for a Water Heater. Therefore, the Building Department is requesting approval from the Legislative/Licensing Committee to consider these changes presented in the attached document.

Thank you,

Erika Waege

	<u>Village Caledonia</u>	<u>Proposed Fee Amounts</u>
	Minimum	New Minimum
Current Residential Electrical	\$57.00	\$60.00
	Minimum	New Minimum
Current Residential Plumbing	\$57.00	\$60.00
	Minimum	New Minimum
Current Commercial Electrical	\$57.00	\$100.00
	Minimum	New Minimum
Current Commercial Plumbing	\$57.00	\$100.00
	Per Circuit	New Fee
Electrical	\$1.45	\$1.50
	Minimum	New Fee
Electrical Solar Systems & Generators	\$57.00	\$5.00 per kw + Min. Fee + New Service Charge + Per Circuit = Total Fee
	Fees	New Fee
Well Registration / Well Abandonment	\$57.00	\$60.00
	Minimum	New Fee
Plumbing - Dishwasher	\$57.00 + Electrical Minimum Fee	\$25.00 + Electrical Minimum Fee

CHARTER ORDINANCE NO. 2022-001

A CHARTER ORDINANCE TO REPEAL AND RECREATE SEC. 2-4-8 OF THE VILLAGE OF CALEDONIA MUNICIPAL CODE OF ORDINANCES RELATED TO THE OFFICE OF VILLAGE CLERK

THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, DO HERewith ORDAIN AS FOLLOWS:

SECTION I

Pursuant to Sections 61.195 and 66.0101 of the Wisconsin Statutes, the Village of Caledonia hereby elects to (1) change the Village Clerk from an elected office to an appointed office and (2) further elects not to be governed by those provisions of Sections 61.19, 61.23, and 61.25, of the Wisconsin Statutes that are in conflict with this ordinance.

SECTION II

Section 2-4-8 of the Village of Caledonia Municipal Code of Ordinances pertaining to the Village Clerk is hereby repealed and recreated to read as follows:

“SEC. 2-4-8 VILLAGE CLERK.

- (a) **Office Created.** In order to provide the Village of Caledonia with a more efficient, economical, coordinated, responsible, and responsive municipal government under a system of a part-time President and part-time Trustees and at a time when Village government is becoming increasingly complex, the position of an appointed Village Clerk is created.
- (b) **Appointment, Removal.** The Village Clerk shall be appointed by a majority vote of the Village Board. The Village Clerk shall serve at the pleasure of the Village Board or for a fixed term, as determined by the Village Board. The Village Clerk shall be considered an employee of the Village and shall comply with the Village's Employee Handbook, as revised from time-to-time.
- (c) **Duties and Responsibilities.** The Village Clerk shall serve as the Clerk of the Village Board and the other Village bodies pursuant to Sec. 61.25, Wis. Stat., and carry out the duties and have the powers as specified in Sec. 61.25, Wis. Stat., for a Village Clerk and as further specified by Wisconsin Statutes, this Code of Ordinances, the job description and as may be specified by the Village Board from time-to-time including the following:
 - (1) **Meeting Attendance.** attending meetings of the Village Board and such other bodies of the Village as directed, and keep a full record of all such proceedings;

- (2) **Clerk's Office and Oversight.** Be responsible for and oversee and monitor the day-to-day administration and coordination of Village Clerk's office and supervise any appointed Deputy Clerk(s).
- (3) **Communications; Code of Ordinances.** Oversee the Code of Ordinances, and maintain the Code of Ordinances by updating and including all adopted ordinances in the official Code of Ordinance. The Village Clerk shall keep informed concerning current Federal, State and County legislation and administrative rules affecting the responsibilities of Village Clerk and submit appropriate reports and recommendations thereon to the Board.
- (4) **Elections and Appointments.**
 - a. Perform the duties required by Chapters 5 to 12, Wis. Stats., relating to elections.
 - b. Transmit to the County Clerk, within ten (10) days after election or appointment and qualification of any Village Trustee, Treasurer, Assessor or Clerk, a written notice stating the name and post office address of the elected or appointed officer. The Clerk shall promptly notify the County Clerk of any subsequent changes in such offices.
 - c. Transmit to the Clerk of Circuit Court, immediately after the election or appointment of any Municipal Judge in the Village, a written notice stating the name of the Municipal Judge and the term for which elected or appointed. If the Judge was elected or appointed to fill a vacancy, the Clerk shall include in the notice the name of the incumbent who vacated the office.
- (4) **Sale of Real Property.** Execute the conveyance of real property of the Village.
- (5) **Notices.**
 - a. Publish and/or post ordinances and resolutions as required under Wisconsin Statutes and this Code of Ordinances.
 - b. Draft agendas and notices as directed by the Village President and Village Administrator and give notice of regular and special Village Board and other Village committees, boards, commissions, and bodies of meetings as required under applicable ordinance and the Wisconsin Statutes.
 - c. Comply with the open meetings requirements of Chapter 19 of the Wisconsin Statutes.
- (6) **Records.**
 - a. Comply with Subch. II of Chapter 19, Wis. Stats., concerning any record of which the Clerk is legal custodian.
 - b. Demand and obtain the official books and papers of any Municipal Judge if the office becomes vacant and the Judge's successor is not elected or appointed and qualified, or if any Municipal Judge dies. The Village Clerk shall retain and dispose of the books and papers as required by law.
- (7) **Licenses.** Issue any license or permit granted by the Village Board when presented with a receipt from the Village Treasurer indicating that any required fee has been paid as required by ordinance and Wisconsin Statutes.

Draft 7-7-22

- (8) **Property Taxes; Notice of Property Tax Revenue.** Comply with all requirements set forth in Chapters 70 to 79, Wis. Stats., assigned to municipal clerks
- (9) **In General.** Perform all other duties required by law, ordinance or lawful direction of the Village Board.
- (10) **Compensation.** The compensation of the Village Clerk shall be fixed by the Village Board.”

SECTION III

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

SECTION IV

All ordinances, or parts thereof, in conflict with any of the provisions of this charter ordinance are hereby repealed.

SECTION V

This Charter Ordinance shall take effect sixty (60) days after its passage and publication unless within such sixty (60) day period a referendum petition as provided by Section 66.0101(5) of the Wisconsin Statutes shall be filed, in which event this ordinance shall not take effect until it shall have been submitted to a referendum vote of the electors and approved by a majority of the electors voting thereon.

This charter ordinance was approved by at least a two-thirds (2/3) vote of the Village Board on this ____ day of July, 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

SEC. 2-4-8 VILLAGE CLERK.

- (a) **Office Created.** In order to provide the Village of Caledonia with a more efficient, economical, coordinated, responsible, and responsive municipal government under a system of a part-time President and part-time Trustees and at a time when Village government is becoming increasingly complex, the position of an appointed Village Clerk is created.
- (b) **Appointment, Removal.** The Village Clerk shall be appointed by a majority vote of the Village Board. The Village Clerk shall serve at the pleasure of the Village Board or for a fixed term, as determined by the Village Board. The Village Clerk shall be considered an employee of the Village and shall comply with the Village's [Personnel Manual](#)~~Employee Handbook~~, as revised from time-to-time.
- (c) **Duties and Responsibilities.** ~~The Village Clerk shall serve under the general direction of the Village Board for proper administration of the Clerk's Office and all Village Clerk duties as set forth in this ordinance and the job description, as established by the Village Board. To this end, T~~the Village Clerk shall ~~have the following powers and duties: serve as the Clerk of the Village Board and the other Village bodies pursuant to Sec. 61.25, Wis. Stat., and carry out the duties and have the powers as specified in Sec. 61.25, Wis. Stat. for a Village Clerk and as further specified by Wisconsin Statutes, this Code of Ordinances, the job description and an may be specified by the Village Board from time-to-time including the following:~~
- (1) **Meeting Attendance.** attending meetings of the Village Board and such other bodies of the Village as directed, and keep a full record of all such proceedings;
- (1) **Clerk of Village Board and other Village bodies.** ~~Serve as Clerk of the Village Board under Sec. 61.25, Wis. Stats., and carry out the duties as specified in §61.25 of the Wisconsin Statutes for a Village Clerk and any other related duties as specified by the Village Board of Trustees including:~~
- a. ~~Serve as Clerk of the Village Board, attending meetings of the Board and such other bodies of the Village as directed, and keep a full record of all such proceedings; and~~
- b. ~~File all accounts approved by the Village Board and enter a statement of the accounts in the Village's record books.~~
- (2) **Village Board Oversight.** ~~Carry out all actions and directives of the Village Board which require administrative implementation or where the President and/or Village Board have so directed.~~

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~~(3)~~(2) **Clerk's Office and Oversight.** Be responsible for and oversee and monitor the day-to-day administration and coordination of Village Clerk's office and supervise any appointed Deputy Clerk(s).

~~(4)~~(3) **Communications; Code of Ordinances.** Oversee the Code of Ordinances, publications including:

a. ~~Establish and maintain procedures to facilitate communication between citizens and Village government to assure that complaints, grievances, recommendations, and other matters receive prompt attention and to assure that all such matters are expeditiously resolved.~~

a. Maintain the Code of Ordinances by including all adopted ordinances in the Code of Ordinance.

b. Keep informed concerning current Federal, State and County legislation and administrative rules affecting the responsibilities of Village Clerks and submit appropriate reports and recommendations thereon to the Board.

~~(5)~~ (4) **Elections and Appointments.**

a. Perform the duties required by Chapters 5 to 12, Wis. Stats., relating to elections.

b. Transmit to the County Clerk, within ten (10) days after election or appointment and qualification of any Village Trustee, Treasurer, Assessor or Clerk, a written notice stating the name and post office address of the elected or appointed officer. The Clerk shall promptly notify the County Clerk of any subsequent changes in such offices.

c. Transmit to the Clerk of Circuit Court, immediately after the election or appointment of any Municipal Judge in the Village, a written notice stating the name of the Municipal Judge and the term for which elected or appointed. If the Judge was elected or appointed to fill a vacancy, the Clerk shall include in the notice the name of the incumbent who vacated the office.

~~(6)~~ (5) **Sale of Real Property.** Execute the conveyance of real property of the Village.

~~(7)~~ (6) **Notices.**

a. Publish and/or post ordinances and resolutions as required under Wisconsin Statutes and this Code of Ordinances.

b. Draft Agendas and give notice of regular and special Village Board and other Village committees, boards, ~~commission~~commissions, and bodies of meetings as required under applicable ordinance and the Wisconsin Statutes.

~~(8)~~ (7) **Records.**

a. Comply with Subch. II of Chapter 19, Wis. Stats., concerning any record of which the Clerk is legal custodian.

b. Demand and obtain the official books and papers of any Municipal Judge if the office becomes vacant and the Judge's successor is not elected or appointed and qualified, or if any Municipal Judge dies. The Village Clerk shall retain and dispose of the books and papers as required by law.

~~(9)~~ (8) **Licenses.** Issue any license or permit granted by the Village Board when presented with a receipt from the Village Treasurer indicating that any required fee has been paid. ~~Responsible for the issuance of licenses and permits as required by ordinance and Wisconsin Statutes.~~

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~~(10)~~ **Schools.**

- a. ~~Perform any municipal clerk's duties under Chapters 115 to 121, Wis. Stats., relating to public instruction.~~
- b. ~~Within ten (10) days after the Clerk's election or appointment, report his or her name and post office address to the administrator of each school district or schools which contains any portion of the Village.~~
- c. ~~Make and keep in the Clerk's office a map of the Village, showing the exact boundaries of school districts within the Village.~~
- d. ~~Apportion, as provided by law, tax revenues collected by the Village for schools.~~

~~(11)~~ **Highways and Bridges.** ~~Perform any duties specified in Chapters 83-89 and 90, Wis. Stats., relating to highways, bridges, drains and fences.~~

~~(12)(3)~~ **Property Taxes; Notice of Property Tax Revenue.** ~~Comply with all requirements set forth in Chapters 70 to 79, Wis. Stats., assigned to municipal clerks. Notify the Treasurer of the county in which the Village is located, the proportion of property tax revenue and the credits under Sec. 79.10, Wis. Stats., by the deadlines set in that statute, that is to be disbursed by the County Treasurer to each taxing jurisdiction located in the Village.~~

~~(13)(4)~~ **In General.** ~~Perform all other duties required by law, ordinance or lawful direction of the Village meeting or Village Board.~~

(d) **Compensation.** The compensation of the Village Clerk shall be fixed by the Village Board.

(e) **Finance Book.** ~~Maintain a finance book, which shall contain a complete record of the finances of the Village, showing the receipts, with the date, amount and source of each receipt; the disbursements, with the date, amount and object of each disbursement; and any other information relating to Village finances prescribed by the Village Board. The financial records the Village Clerk is expected to maintain are in addition to, not in lieu of, those the Village Treasurer is expected to maintain.~~

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RESOLUTION NO. 2022-66

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A CONDITIONAL USE PERMIT EXTENSION AND A NONMETALLIC MINING PERMIT RENEWAL TO ALLOW FOR THE FURTHER DEVELOPMENT OF AN EXISTING LIMESTONE QUARRY INCLUDING EARTHMOVING, BLASTING, CRUSHING, SORTING AND SIZING, STOCKPILING, TRANSPORTATION AND RECLAMATION, AS WELL AS THOSE ACTIVITIES PERMITTED IN THE VILLAGE'S ORDINANCES ENTITLED "REGULATION OF NONMETALLIC MINING" AND "EXPLOSIVES AND BLASTING"; THESE PROPERTIES ARE LOCATED NORTH AND EAST OF THE EXISTING QUARRY AT 1501 3 MILE ROAD, SEC. 28 AND 29, T4N, R23E, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; PAYNE & DOLAN, INC. OWNER/APPLICANT

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

WHEREAS, Owner/Applicant requested a Conditional Use Permit Extension and a Nonmetallic Mining Permit renewal to allow for the further development of an existing limestone quarry including earthmoving, blasting, crushing, sorting and sizing, stockpiling, transportation and reclamation, as well as those activities permitted in the Village's ordinances entitled "Regulation of Nonmetallic Mining" (Title 7, Chapter 11) and "Explosives and Blasting" (Title 7, Chapter 10) for property located North and East of the existing quarry at 1501 3 Mile Road, Sec. 28 and 29, T4N, R23E, Village of Caledonia, Racine County, WI; Parcel Nos: 104042328075000, 104042328074000, 104042328071000 and 104042329193000; and

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the request, subject to the conditions attached hereto as **Exhibit A**, for the following reasons as set forth in the staff memorandum:

1. The proposed use, with conditions, meets the standards set forth under Sec. 20-1182, adopted under Title 16 of the Village's Code of Ordinances.
2. The applicant agreed to meet all the requirements and conditions to be imposed by the Village; and
3. For the same reasons set forth in Plan Commission Resolution No. 2018-75 and Resolution No. 2018-78, and Resolution No. 2020-62 and the motion related to the resolution, which are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested Conditional Use Permit Extension and Nonmetallic Mining Permit renewal set forth above, are hereby approved for the same reasons set forth above and subject to the same conditions and contingencies imposed by the Village Plan Commission.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

EXHIBIT A - CONDITIONS
Payne and Dolan - Quarry

1. **Building Permit.** The applicant must obtain a building permit card from the Office of the Village Zoning Administrator. This card 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. **Conditions Made Applicable to 20 Acre Grandfathered Parcel.** Pursuant to Section 7-11-6 of the Village's Nonmetallic Mining Ordinance, the conditions governing the issuance of a conditional use permit shall also be made applicable to the 20 acre "grandfathered" parcel referenced above which is to be made part of the applicant's proposed quarry expansion.
3. **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.
4. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
5. **Plans.** The proposed operation to allow for the further development of an existing limestone quarry including earthmoving, blasting, crushing, sorting and sizing, stockpiling, transportation and reclamation, as well as those activities permitted in the Village's ordinances entitled "Regulation of Nonmetallic Mining" (Title 7, chapter 11) and "Explosives and Blasting" (Title 7, Chapter 10) shall be located, constructed, and utilized in accordance with the plans and documents received by the Racine County Development Service Office on May 30, 2018.
6. **Permit Duration.** This permit is granted for a two-year period, after which a two-year extension may be granted by the Village of Caledonia Plan Commission and Village Board upon request of the applicant. However, no such extension or permit renewal will be granted unless this project is in reasonable compliance with the conditions of this approval. An on-site evaluation by this office will determine compliance. In two years, the applicant must re-apply for an extension of the conditional use permit and nonmetallic mining permit or completely restore the quarry in compliance with the submitted restoration plans. The applicant must continue applying for a renewal of its nonmetallic mining permit on a biennial basis and explosives use permit on an annual basis.
7. **Restoration Bond.** The restoration bond (financial assurance) required by Chapter 12.5 Nonmetallic Mining Reclamation and also by the Village of Caledonia Ordinance for this operation must continue to be maintained in effect. The amount of the restoration bond shall be increased to adequately cover the costs of the applicant's updated reclamation plan. The amount of the bond shall be determined by the Zoning Administrator, after consultation with the applicant and Village Public Works Director. This new bond shall be submitted prior to issuance of the building permit.

8. **Hours of Operation.** The permitted hours of operation for Plant Operations are 6:00 a.m. to 10:00 p.m. Monday through Friday, 6:00 a.m. to 6:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Quarry Operations (except stripping and drilling) are 7:00 a.m. to 10:00 p.m. Monday through Friday, 7:00 a.m. to 3:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Overburden Stripping are 7:00 a.m. to 5:00 p.m. Monday through Friday, 7:00 a.m. to 1:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Drilling are 7:00 a.m. to 6:00 p.m. Monday through Friday, 7:00 a.m. to 1:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Blasting are 9:00 a.m. to 4:00 p.m. Monday through Friday, 9:00 a.m. to 12:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Loadout are 6:00 a.m. to 6:00 p.m. Monday through Friday, 6:00 a.m. to 6:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Quarry Maintenance are 6:00 a.m. to 10:00 p.m. Monday through Friday, 6:00 a.m. to 10:00 p.m. on Saturday and 6:00 a.m. to 10:00 p.m. on Sunday. There are no hours of operation restrictions for Shop and Plant Maintenance.
9. **Reclamation Plan.** This approval recognizes that the reclamation plan for the subject site is being amended to incorporate the further development area as outlined in the submitted plans. Implementation of this reclamation plan must occur within three (3) years after the cessation of extraction operations.
10. **Stormwater.** The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District Commission and the Village Utility Director regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District Commission and the Village Utility Director is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Stormwater Utility District Commission and the Village Utility Director before permits are issued.
11. **Caledonia Utility District.** The property owner or designated agent must contact the Caledonia Sewer and Water Utility District regarding Utility District regulations for this site. Specifically, the relocation of any Utility District infrastructure associated with the relocation of Charles Street. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility District Commission and the Village Utility Director is required.
12. **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. Specifically, any Engineering Department requirements associated with the relocation of Charles Street and the location and construction of the proposed bike path. All costs associated with the relocation of Charles Street, including the costs of vacating a portion of Charles Street in its present location, dedication of easements and right-of-way necessary to accommodate the relocation of Charles Street, and the relocation and installation of utilities, shall be borne by the applicant.

13. **Landscaping.** Landscaping at the site must be in compliance with the submitted Landscaping Plan. The Village may require a letter of credit or bond to be posted to ensure implementation and maintenance. Landscaping shall comply with Title 16. The landscaping plan shall follow the Village of Caledonia planting requirements.
14. **Stockpiles and Berms.** Overburden and topsoil shall be stockpiled for creating the landscape berms and later final restoration. Any future stockpiles shall have side slopes of 2:1 or flatter and be seeded to prevent soil erosion. All stockpiles must have a minimum of four inches of topsoil on the surface to allow grasses to grow to prevent soil erosion. The temporary seeding of the stockpiles must be a mixture of grasses at a rate of five pounds of perennial ryegrass, 10 pounds of smooth brome and 10 pounds of tall fescue per 1,000 square feet. These stockpiles must remain until used to restore the land being mined. See the prior "WI-CPA-123" for seeding recommendations for final restoration. All landscape berms must have a minimum of six inches of topsoil on the surface prior to seeding or placing of shrubs and trees.
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. **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 and parking areas shall be maintained in a dust free condition.
17. **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.
18. **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.
19. **Reimburse Village Costs.** Applicant shall reimburse the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.

20. **Amendments to Conditional Use Permit.** 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.
21. **Access.** The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance. Any inspectors or visitors must follow all local, state and federal safety guidelines and shall check in at Payne & Dolan's office.
22. **Fill Material.** Only clean fill may be used for the berms on these parcels. Fill material may not contain sod, brush, roots or other perishable material. No re-bar, asphalt, scrap wood, or other types of construction debris will be permitted as fill material. Rock particles larger than three-fourths of the layer thickness must be removed from the material prior to compaction with the fill.
23. **Traffic Compliance.** The applicant is responsible for using best efforts for ensuring that truck drivers obey all posted speed limits and applicable traffic laws with the Quarry operation. Applicant shall ensure that a "STOP" sign is in place for all truck drivers entering the public road from the Quarry. Applicant shall require its drivers and the drivers of its customers to not travel on streets East of Charles Street, unless transporting materials directly to a project site. This includes coming to a full stop before entering the public roadway. The quarry driveways shall have a speed limit of no more than 15 miles per hour. Should this office receive substantial complaints that such laws are being broken, the Village of Caledonia reserves the right to seek revocation of this permit for noncompliance.
24. **Blasting.** Blasting may be conducted as a part of this operation. Such blasting shall be in accordance with the standards contained in the Caledonia blasting permit. Preblasting notifications and preblast surveys shall be offered to all residents or owners of dwellings or other structures located within the area defined by ordinance.
25. **Air Regulations.** Mineral extraction operations shall be conducted in accordance with the Federal Environmental Protection Agency and the State of Wisconsin Department of Natural Resources air pollution control regulations. Dust shall be controlled so that there are no visible emissions (0% opacity) at the boundaries of the property. The Fugitive Dust Control Plan, submitted on May 30, 2018, must be followed.
26. **Spill Prevention.** The Spill Prevention Control and Countermeasure Plan, submitted on May 30, 2018, must be followed.
27. **Deed Restriction.** As outlined in the submitted documents a deed restriction in a form approved by the Village Attorney must be recorded with the Racine County Register of Deeds office that indicates that no future mining-related activity will take place east of the

relocated Charles Street. A copy of this deed restriction and proof of recording must be submitted to the Village Planning Department office prior to building permit issuance.

28. **Vegetated Buffer.** As illustrated on the submitted plans a vegetated buffer must be installed east of the relocated Charles Street. Also, as indicated on the submitted plans the existing tree line will be improved.
29. **Berming and Landscaping.** As illustrated on the submitted plans landscape berms must be installed west, north, east and south of the proposed further development of the limestone quarry. Also, a landscape berm must be installed east of the relocated Charles Street and south of Ellis Avenue as illustrated on the submitted plans. The berms and landscaping shall be professionally designed and installed prior to the commencement of non-metallic mining operations in the expanded area and shall be professionally and perpetually maintained.
30. **Haul Roads.** All haul roads must be maintained in a dust-controlled condition and any dust palliatives must be Wisconsin Department of Natural Resources (WDNR) approved prior to usage. All haul roads throughout the entire quarry operation must be maintained in an all-weather, dust-free condition. When applying treatment to any access road surface, the operator must make every effort to avoid the spread of this treatment material onto the public roadway. Should such material and/or soil material be spread, carried, and/or spilled onto the public roadway, the pit operator must act immediately to mitigate the problem. The haul roads must be provided with gates that can be locked whenever the quarry is not operation.
31. **Boundary Staking.** All excavation boundaries, phase boundaries, and wetland boundaries, if any, must be staked or otherwise marked and may be inspected by the Village prior to commencing operations under this approval. Stakes must be made of steel, fiberglass, or other suitable material as determined by this office. Signs warning of the quarry operation must be placed around the property boundaries spaced 200 feet apart. Security fencing must be placed around the entire operation. Said fencing must be installed prior to the removal of any materials from the site.
32. **Sediment.** During construction and operations this site must have roads, access drives and/or parking areas of sufficient width and length to prevent sediment from being tracked onto public roadways. Any sediment reaching a public road must be removed by street cleaning (not flushing) before the end of each workday or as determined by the jurisdictional highway authority.
33. **Contact Information.** The operator of the quarry shall provide property owners within 1,000 feet of the site with contact information, including the direct number to the manager of the quarry site during workday and non-working hours, so that concerns may be promptly addressed.

34. **Elevations.** Racine County and the Village of Caledonia reserve the right to require, with 60 days notice, a complete set of elevations including bottom of pit grades. The elevations must be taken by a registered land surveyor or a professional engineer.
35. **Reclamation Notification.** The operator must notify this office and the Village of Caledonia in writing at least 30 working days prior to final completion of site reclamation.
36. **Signage.** Any sign on this property must conform to the ordinance standards and will require a sign permit.
37. **Site Restoration.** Final site restoration and the restoration bond are subject to compliance with Chapter 12.5 Non-Metallic Mining Reclamation, Racine County Code of Ordinances.
38. **Noise.** Noise levels measured at the property lines must never exceed 68 decibels, when the crushing activity is occurring.
39. **Crushing.** The crushing activity must comply with the State of Wisconsin air pollution regulations. All dust control equipment/devices on the crusher must be kept operational and must be maintained as required by State/Federal regulations.
40. **Vibrations.** The crushing activity must not emit vibrations, which are discernable without instruments, outside its premises.
41. **Jake-braking.** No “jake-braking” by haul trucks is allowed except under emergency circumstances.
42. **Compliance with Law.** The applicant must obtain all necessary federal, state, and local permits, approvals, and licenses. The applicant must comply with all applicable codes and regulations.
43. **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, Payne & Dolan Inc. and its heirs, successors, and assigns are responsible for full compliance with the above conditions.
44. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions

RESOLUTION NO. 2022-67

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A CONDITIONAL USE AND BUILDING, SITE, AND OPERATIONS PLAN TO ALLOW THE OUTDOOR PARKING AND STORAGE OF SEMI-TRACTORS AND TRAILERS, LOCATED ON A PARCEL DIRECTLY SOUTH OF 215 S. 27TH STREET 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, Besim and Gina Ferati, Agents, requested approval of a conditional use and building, site, and operation plan to allow the outdoor parking and storage of semi-tractors and their trailers on the parcel located directly south of 215 S. 27th Street. The subject site is zoned M-2, General Industrial District, on Parcel ID No. 168-04-21-01-002-000 in the Village of Raymond and this tract of land is within the jurisdictional area of the Cooperative Plan giving the Village of Caledonia approving authority; and

WHEREAS, the Village of Raymond has approved the conditional use and building, site, and operation plan and the Village of Caledonia Plan Commission has recommended approval of the request with conditions outlined in **Exhibit A** 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.

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

Exhibit A: Conditions of Approval
for the parcel located directly south of 215 S. 27th Street

1. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
2. **Plans.** The proposed operation shall be located, constructed, and utilized in accordance with the plan received on June 21, 2022. The storage of semi-tractors and their trailers are only permitted in the locations as identified in the submitted plan. Outdoor storage of materials, equipment, or other vehicles is prohibited.
3. **Signage.** No signs are permitted on the parcel until such time a building is constructed. Semi-tractor trailers shall not be used for advertisement along the parcel road frontage.
4. **Landscaping.** Landscaping at the site must be in compliance with the proposed landscape plan received on June 21, 2022. Landscaping shall be maintained in a living condition and any landscaping that dies or is otherwise removed shall be immediately replaced.
5. **Lighting.** If the site is to be illuminated in the future, the applicant must submit a photometric plan for review and approval by the Village Development Director prior to installation. Lighting at the site will need to comply with design standards design standards stated in Exhibit K of the Cooperative Boundary Agreement.

RESOLUTION NO. 2022-68

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO MODIFY THE BUDGET FOR ADDITIONAL COSTS ASSOCIATED WITH THE REFURBISHMENT OF THE PIERCE 2007 DASH AERIAL FIRE TRUCK

WHEREAS, the Village Board had set aside Capital Improvement funds in 2021 for the purchase of a new Fire truck.

WHEREAS, at this time the Pierce 2007 Dash Aerial fire truck would not pass certification so the Village Board approved a plan to utilize the previously budgeted funds for a new engine to refurbish the 2007 Aerial truck and extend the use life of the vehicle by 10 – 15 years.

WHEREAS, the advance payment of the refurbishment was made in July of 2021 in the amount of \$617,120. The actual disassembly of the vehicle did not commence until January of 2022, due to manufacturing and supply chain issues.

WHEREAS, upon inspection and testing of the vehicle during the disassembly process, it was determined that additional repairs and replacement of items would be need totalling \$60,995.

WHEREAS, to facilitate this refurbishment, the Village will reallocate a portion of funds in the 2022 budget previously approved and available for the purchase and installation of the EVPs in the amount of \$10,089. In addition budgetary transfers in the amount of \$34,000 and \$10,398 shall be made from the General Fund Contingency Account and the Attorney Fees accounts respectively. These reallocated funds totalling \$54,487 will need to be added to the 2022 Capital Project fund for these required repairs.

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 reallocate \$54,487 in budgeted funds towards the additional costs and approve that the required funds totalling \$60,995, 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 July 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

VILLAGE OF CALEDONIA

FISCAL NOTE: ADDITIONAL DEFECTS IDENTIFIED DURING INSPECTION AND TESTING OF THE CFD, PIERCE 2007 DASH AERIAL

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 PROJECTS / FIRE DEPARTMENT							
Emergency Vehicle Traffic Signal Preemption	400-35-65030	\$ 10,089	\$ -	\$ 10,089	\$ (10,089)	\$ -	\$ -
General Fund: Contingency	100-90-65100	\$ 34,000	\$ -	\$ 34,000	\$ (34,000)	\$ -	\$ -
General Fund: Attorney Fees	100-90-61110	\$ 45,000	\$ 8,245	\$ 36,755	\$ (10,398)	\$ 34,602	\$ 26,357
Fire Department; Vehicles (2021 Capital Budget)	400-35-65040	\$ 6,508	\$ -	\$ 6,508	\$ 54,487	\$ 60,995	\$ 60,995
		\$ 95,597	\$ 8,245	\$ 87,352	\$ -	\$ 95,597	\$ 87,352

Note to Committee:

The Pierce 2007 Dash Aerial was dropped off on January 25, 2022 and while in the inspection and testing process during the disassembly of the unit, additional items were discovered to be in need of repair or replacement. Please see the attached punch-list of those items.

The Pierce 2007 Dash Aerial would not be recertified in its current state, so the decision was made to refurbish the unit, which would extend the life of the unit by an estimated 10 - 15 years. The advance payment of the refurbishment was made on 7/13/2021 in the amount of \$617,120.00.



Midwest Regional Refurbishment Center

816 Commercial Avenue
Weyauwega, WI 54983
Phone 920-867-2142
Fax 920-867-2624

Date: 05/11/22

To: Caledonia Fire Department

From: Brian Bessette

Subject: Incoming Inspections.

Chief,

The following is a list of additional defects identified during our incoming inspections and testing of the Caledonia Fire Department, Pierce 2007 Dash Aerial, #19216TR, F7499

The list includes items that are not already included in the original scope of work.

I have provided an estimate for each item listed below. Please review the list and identify which items, if any, you would like us to repair by marking a YES in the yes/no box and send back to me with your written approval.

*The aerial items will need to be repaired to achieve a 3rd party UL aerial certification.

**The chassis item is required for testing and operation of apparatus.

Item	Description	Cost	Yes / No
1. **	Engine water pump leaking anti-freeze. Replace R23535017 water pump, seal and hose.	\$ 1,627.00	Yes
2	Rear axle, brake dust covers missing. Install eight (8) missing rear axle dust covers.	\$ 724.00	No
3	Rear suspension air bag leveling valves are corroded. Replace height control kit.	\$ 343.00	Yes
4	Exhaust insulation blankets are worn. Replace all exhaust insulation blankets.	\$ 687.00	No

5	Air intake filter is dirty. Replace air cleaner filter.	\$ 221.00	No
6	Rear axles need fluid and filter changed. Replace fluid and filter for rear axle.	\$ 499.00	Yes
7	Engine cooler cracked. Coolant hoses are worn. Replace engine cooler, hoses, and clamps.	\$ 582.00	Yes
8	Charge air cooler hoses are worn. Replace all four (4) charge air cooler hoses and clamps.	\$ 402.00	Yes
9	Fuel cooler froze and cracked. Replace fuel cooler.	\$ 301.00	Yes
10	Input and output shaft seal for pump transmission are leaking. Replace input and output shaft seals for pump transmission. Install proper fluid.	\$ 1,391.00	No – Included in #15
11	Oil cooling tube that runs through pump transmission is leaking water into pump transmission. Replace oil cooling tube in pump transmission.	\$ 194.00	Yes
12	Aerial discharge drain not functioning correct. Replace aerial discharge swing handle drain valve.	\$ 119.00	Yes
13	Pump master drain will not open. Replace pump master drain and cable. Master drain is included in #15 (Pump Overhaul). #15 Yes this item is No.	\$ 633.00	No – Included in #15
14	The following valves are leaking. Rebuild the following valves and test for proper function. <ul style="list-style-type: none"> • Tank to pump valve is leaking from stem and pass. • #1 Driver's side discharge valve is leaking pass. • # 2 Passenger's side discharge valve is leaking at stem. • Driver's side pony valve leaks pass. • Passenger's side pony valve leaks pass. 	\$ 1,896.00	Yes

15	<p>RPM's for 150 PSI test were 122 RPM's higher than original 3rd party test. Tank flow test failed. Tank flow was 228 gallons in 55 second.</p> <p><u>PUMP OVERHAUL, HALE</u></p> <p>The pump drive unit and drivelines will be removed. The pump body will be split, and the impeller assembly will be removed for bench service. The pump sections will be carefully cleaned and inspected for abnormal wear on the stripping edges or other damage. Any damage to the center case will be identified in writing and forward to the fire department with a parts and labor estimate if replacement is needed.</p> <p>An entirely new impeller assembly will be installed, to include new impellers, wear rings, impeller shaft and seals/gaskets. Standard packing is included. The pump body will be reassembled following the manufacturers tightening sequence and fastener torque specifications. The pump drive unit and driveline will be reinstalled. The driveline and drive unit will be serviced, including oil change in the drive unit, and greasing of the U-joints.</p> <p>The pump main drain valve will be replaced with new.</p> <p>The pump will be dynamically tested for leaks and to ensure the performance meets the manufacturers flow and pressure standards. Per original quote, Underwriters Laboratory pump certification will be provided when the work is complete.</p>	\$ 15,707.00	Yes
16.	<p>#1 Cross-lay swivel is leaking.</p> <p>Replace #1 cross-lay swivel.</p>	\$ 296.00	Yes
17.	<p>Rear brakes are less than 25%.</p> <p>Replace rear axles brake drums, brake shoes, and associated hardware for front and rear tandem axles. Qty of four (4) hubs.</p>	\$ 5,828.00	Yes
18.	<p>Front brakes are less than 25%.</p> <p>Replace rotors, pads, and outer seals for front axle.</p>	\$ 1,525.00	Yes
19.	<p>Air conditioning only blowing warm air.</p> <p>Charge air conditioning system with freon to OEM specification and test for leaks.</p> <p>No additional work will be performed without prior</p>	\$ 453.00	Yes

	approval from Caledonia Fire Department.		
20.	Pump panel tachometer is 200 RPM's than engine. Compared to engine software reading. Replace tachometer at pump panels	\$ 180.00	Yes
21.	Cab tachometer, missing rubber cover for reset button. Replace cab tachometer.	\$ 188.00	Yes
22.	The following electrical items are not functioning properly. Repair the following items. <ul style="list-style-type: none"> • Pump engaged light at pump panel. • Engine compartment light under cab. • Cab panel dimmer switch. • Ok to engage hi-idle indicator • Lower rear warning switch is wrong. Switch is latching and should be momentary. • Cradle light not functioning. 	\$ 407.00	Yes
23.	Two (2) of the four (4) batteries failed battery test. <ul style="list-style-type: none"> • Driver's side front battery. Tested 917CCA rated @ 950CCA Passed • Driver's side rear battery. Tested 357CCA rated @ 950CCA Failed. • Passenger's side front battery. Tested 827CCA rated @ 950CCA Passed. • Passenger's side rear battery. Tested 689CCA rated @ 950CA. Failed. Replace all four (4) and batteries and battery jumper cables on top of batteries.	\$ 923.00	No
24.	Overhead console is broken around mounting screws. Replace plastic overhead console.	\$ 866.00	No
25.	Front and rear low air alarms do not activate, with low air. Replace front and rear low air pressure switches. Test for proper function.	\$ 289.00	Yes
26.	Two (2) lights in lightbar not functioning. Replace driver's side lightbar corner light. Replace passenger's lightbar corner light.	\$ 582.00	Yes

27.	Four (4) footswitches are corroded. Replace one (1) footswitch on driver's side cab floor and three (3) footswitches on passenger's side cab floor.	\$ 309.00	Yes
28.	Pump house compartment heater is not functioning. Wires coming out of heater are burnt up. Replace pump house compartment heater.	\$ 531.00	Yes
29.	Generator has no output voltage. Display read to change filter. Send generator to Elite Power Solutions for inspection and repair quote.	\$ 575.00	No – See attachment item 2
30.	Cover spring broken on shoreline inlet cover. Replace red Kussmaul shoreline inlet cover.	\$ 126.00	Yes
31.	Passenger's side cab mudflap is ripped. Passenger's side rear mudflap is distorted from diesel fuel. Replace driver's and passenger's side cab and body mudflaps with Pierce logo.	\$ 434.00	Yes
32.	Chrome tow hooks, under front bumper extension are rusted. Replace driver's and passenger's side front bumper extension chrome tow hooks.	\$ 140.00	No
33.	The following areas of body are cracked or corroded. Cracked areas will be welded. Corroded areas will be cut out and patches welded. All areas will be metal finished and painted to match. <ul style="list-style-type: none"> • Crack driver's side in front of rear catwalk. • Crack passenger's side in front of rear catwalk. • D2 compartment floor is corroded with holes. • D5 compartment floor is corroded with holes. • P2 compartment floor is corroded with holes. • P5 compartment floor is corroded with holes. 	\$ 1,612.00	Yes
34.	Latches and rubber seal for eight (8) air bottle doors are corroded or missing. Replace eight (8) air bottle door lift and turn latches, rubber seal and door stop.	\$ 416.00	Yes

35.	<p>Handrail stanchions and handrails are corroded. Replace nine (9) handrails on cab, body, and aerial access step.</p> <p><u>HANDRAILS</u></p> <p>All existing body and cab handrails will be replaced with new NFPA 1901 compliant non-slip 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.</p> <p>Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.</p> <p>Drain holes will be provided in the bottom of all vertically mounted handrails.</p>	\$ 1,879.00	Yes
36.	<p>The following items are worn and should be replaced</p> <ul style="list-style-type: none"> • Four (4) folding step anti-skid inserts. • Two (2) stainless steel pike pole tube scuff plates. 	\$ 293.00	Yes
37.	<p>Solenoid for primer motor is broken.</p> <p>Replace primer motor solenoid.</p>	\$ 145.00	Yes
38.	<p>Aerial alternating current junction box for aerial is cracked.</p> <p>Replace alternating current electrical box and strain reliefs for aerial.</p>	\$ 166.00	Yes
39.	<p>Muffler straps are corroded.</p> <p>Replace front and rear muffler straps.</p>	\$ 133.00	Yes
40.	<p>Data cable from front electrical distribution box is worn from rubbing on frame.</p> <p>Replace chassis data assembly cable.</p>	\$ 259.00	Yes
41.	<p>Cab pivot bushings are worn.</p> <p>Replace driver's and passenger's side cab pivot pins, bushings, and retainers.</p>	\$ 179.00	Yes
42.	<p>Drive shaft for aerial PTO u-joint worn.</p> <p>Replace two U-joint for aerial PTO shaft.</p>	\$ 103.00	Yes
43.	<p>Fuel tank is corroded.</p> <p>Replace fuel tank, sending units install new stainless-steel straps.</p>	\$ 1,006.00	No – See attachment item 2

44.	Radiator upper tank gasket is deteriorated. Replace gaskets for upper radiator tank.	\$ 224.00	Yes
45.	Boots are tearing on rear suspension shocks. Mounts for rear shocks are bent. Replace four (4) rear suspension shocks and mounting brackets.	\$ 1,092.00	Yes
46.	Rubber bushings for rear suspension transverse torque rods are worn. Replace front and rear, rear suspension transverse torque rods.	\$ 363.00	Yes
47.	Air bags top and bottom metal plates for rear suspension are corroded. Replace four (4) air bags for rear suspension. Driver's and passenger's side front and rear.	\$ 1,671.00	Yes
48.	ABS speed sensor for rear axle are damaged. Replace driver's and passenger's side rear axle speed sensors.	\$ 252.00	Yes
49.	Drive line U-joints should be replaced. Replace u-joints for the three (3) main drive shafts.	\$ 1,086.00	Yes
50.	Vogel auto-lube system is leaking grease. Replace manifolds and tubing for Vogel auto-lube system. Retest for proper operation.	\$ 2,594.00	Yes
51.	Rubber stops for adjustable slide out shelf in compartments P4 and D2 are worn. Replace slides for adjustable shelf in compartments P4 and D2.	\$ 561.00	Yes
52.	Rear power distribution box is corroded with lock broken. Replace rear electrical power distribution box.	\$ 646.00	Yes
53.	Connector for rear camera cable is corroded. Will not be able to reconnect. Replace rear camera.	\$ 531.00	Yes
54.*	Aerial overload is not operating. Replace aerial overload transducer and recalibrate.	\$ 1,631.00	Yes

55.	Lens for three (3) front warning light on front of basket are cracked and faded. Replace three (3) Whelen, super 500 LED lights on front of aerial basket.	\$ 325.00	Yes
56.	Outrigger extension and jack cylinder pads are worn. Replace eight (8) outrigger extension and sixteen (16) jack cylinder pads for the outriggers.	\$ 302.00	Yes
57.	Steel wear blocks, welded to top of outriggers are worn. Cut off and weld new wear blocks to top of all four (4) outriggers.	\$ 806.00	Yes
58.	Ladder cable carrier track is loose from wearing. Replace two (2) cable carrier tracks for aerial ladder.	\$ 1,318.00	Yes
59.	Turntable handrails had to be cut off due to corrosion. Install new pins and latest style knurled handrail extrusion.	\$ 2,689.00	Yes
60.	Base section heal pin bushing are worn. Replace base section heal pin bushing.	\$ 644.00	Yes
61.	Customer mentioned that pump packing nut maybe cross threaded. The collar is corroded causing the nut to turn hard. Separate pump transmission from pump. Clean collar and install Hale pump packing kit. Test and adjust packings.	\$ 2,266.00	No – Included in #15
62.	Customer inquired when truck was dropped off about new outrigger pans. Install four (4) new stainless steel outrigger pans.	\$ 825.00	Yes
63.	Rear substructure for body wall is corroded. Replace rear body wall substructure.	\$ 2,467.00	Yes

Customer's Approval Signature: _____

Date: _____

Total \$ 58,030 (Hr. dated 5/11/22)

+ Total \$ 2,965 (Hr. dated 6/13/22)

Grand
Total \$ 60,995



Midwest Regional Refurbishment Center

816 Commercial Avenue
Weyauwega, WI 54983
Phone 920-867-2142
Fax 920-867-2624

Date: 06/13/22

To: Caledonia Fire Department

From: Brian Bessette

Subject: Incoming Inspections.

Chief,

The following is a list of additional defects identified during our incoming inspections and testing of the Caledonia Fire Department, Pierce 2007 Dash Aerial, #19216TR, F7499

The list includes items that are not already included in the original scope of work.

I have provided an estimate for each item listed below. Please review the list and identify which items, if any, you would like us to repair by marking a YES in the yes/no box and send back to me with your written approval.

Item	Description	Cost	Yes / No
1.	This quote is to do maintenance and service to a Smart Power HR-10 hydraulic generator. This generator came out of Truck # 7499. Serial # is 07020-00. Upon arrival this unit was put on the test stand and using the customers pump was load tested. It was verified that this unit does make power. Pump tested ok but does have a leaking load sense line that will be replaced. Splines look ok on the pump shaft. An observation I made is that this unit had an oil in it I have never seen before. It was extremely bright yellow and smelled like it had a vegetable or plant base to it. Smelled like linseed oil. I have never encountered oil like this before, but I would recommend that they not use it in the future it seems to have sticky/gummy consistency and doesn't seem to have any detergent properties. The reservoir and lines will be cleaned out during the rebuild process. I will	2,575.00	Yes

	<p>drain the pump case as well, and an AW-46 hydraulic oil will be used for testing. After initial load testing the generator was completely torn down. Due to oil coming out the reservoir cap this generators component are coated in a sticky substance and will need to be cleaned up before components can be re-painted. The rotor and stator were inspected. The winding will get a protective varnish coat on them and new bearings before re assembly. Due to the hydraulic motor being 15 years old even though it works I am recommending that it gets replaced. Should it fail in the field it is very difficult to replace. While the system is all tore apart it is a good time to replace it.</p> <p>The following components will be replaced.</p> <ul style="list-style-type: none"> • Hydraulic oil filter • Rotor bearings • Pressure switch • 1 lcc gear motors with checks • Manganaloy motor drive coupling • Pump load sense hydraulic lines <p>Unit will be disassembled, cleaned painted, repaired and tested.</p>		
2.	<p>Fuel tank is corroded.</p> <p>Repaint fuel and install new senders.</p>	\$ 390.00	Yes

Customer's Approval Signature: _____

Date: _____

Total = \$2965.00

Resolution 2022-69

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
CREATING A SCHEDULE OF COSTS FOR CULVERT DRIVEWAY
REPLACEMENT AND INSTALLATION**

WHEREAS, it has been recommended by the Village's Public Works Committee that the Village revise its culvert replacement ordinance to specify that the Village and property owner shall equally share the cost of culvert replacement; and

WHEREAS, the Department of Public Works has prepared a schedule of costs for culvert replacement in accordance with Sec. 14-2-5(d) of the Village's Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the schedule of costs set forth below shall be charged in relation to culvert driveway replacement and installation.

Cost of Culvert Replacement

Size of Culvert	Estimate Cost
12"	\$2,835.00
15"	\$3,000.80
18"	\$3,203.40
21"	\$3,377.40
24"	\$3,549.20
Culverts larger than 24"	Billed at 50% Time and Materials Rates

**Breakdown of Costs for Driveway Culvert Installation
(Arch, Pipe and Aprons)**

Materials:

12" Culvert x 22' Arch Pipe	=	\$528.00
with 2-End Aprons	=	<u>\$209.00</u>
		\$737.00

Stone	=	<u>\$150.00</u>
Materials Total:		\$887.00

Labor:

5-men @ \$55.00 p/hr		
per man – 4 hours	=	\$1100.00
Eng. Review		<u>\$ 200.00</u>
Labor Total:		\$1300.00

Equipment:		
1 – Backhoe @\$55.00 p/hr – 4 Hrs.	=	\$220.00
2 – Tadems @\$42.50 p/hr – 4 Hrs.	=	\$340.00
1 -1 Ton @\$22.00 p/hr – 4 Hrs.	=	<u>\$ 88.00</u>
Equipment Total	=	\$648.00
Job Total for 12” Culvert	=	\$2,835.00

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

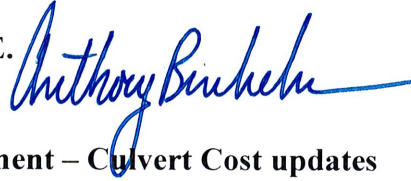
Attest: _____
 Joslyn Hoeffert, Clerk

MEMORANDUM

DATE: Tuesday, June 7, 2022

TO: Public Works Committee

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



RE: Driveway Culvert Replacement – Culvert Cost updates

BACKGROUND INFORMATION

The Village of Caledonia instituted a cost share for the replacement of driveway culverts for property owners. The cost share calculations were performed in 2009 and can be found in Resolution 2009-25.

In 2009, the cost for the culverts alone were 12" – \$497.80, 15" - \$610.00, 18" – 701.00, 21" – \$825.30, & 24" – \$946.00. These culvert costs have been fairly close to these approved costs up to recently. Due to rising costs in culverts, the staff is concerned about the effect of the price of culverts not being in line with the times. The staff has obtained an updated price sheet from Western Culvert & Supply Inc. This price sheet shows that the current culvert costs are significantly higher than the culvert costs from 2009. The attached sheets indicate that the costs of the culverts have increased by as little as 48% to as much as 58%. It is being recommended that the costs for the driveway culvert replacement be updated as shown on the attached sheet.

A Resolution has also been prepared updating the driveway culvert replacement costs and is recommended for approval.

RECOMMENDATION

Move to approve the attached sheets for updated culvert replacement costs for 2022.

Move to recommend to the Village Board that the attached Resolution with updated culvert replacement costs that replaces Resolution 2009-25 be adopted.

Resolution 2009 - 25

Culvert Replacement Prices

Prices for 22' Lengths - Lengths up to 30' then prorate materials

	12"	15"	18"	21"	24"
Pipe	\$ 377.00				
Apron	\$ 120.80				
Total Culvert Cost	\$ 497.80	\$ 610.00	\$ 701.00	\$ 825.30	\$ 946.00
Stone	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Engineering Labor	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Highway Labor	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
Equipment	\$ 648.00	\$ 648.00	\$ 648.00	\$ 648.00	\$ 648.00
Overall Cost	\$ 2,595.80	\$ 2,708.00	\$ 2,799.00	\$ 2,923.30	\$ 3,044.00
1/2 Cost Share	\$ 1,297.90	\$ 1,354.00	\$ 1,399.50	\$ 1,461.65	\$ 1,522.00

Current Culvert Prices as of April 2022

	12"	15"	18"	21"	24"
Pipe	\$ 528.00	\$ 633.60	\$ 792.00	\$ 897.60	\$ 1,003.20
Aprons	\$ 209.00	\$ 269.20	\$ 313.40	\$ 381.80	\$ 448.00
Total Culvert Cost	\$ 737.00	\$ 902.80	\$ 1,105.40	\$ 1,279.40	\$ 1,451.20

Diference In Cost	\$ 239.20	\$ 292.80	\$ 404.40	\$ 454.10	\$ 505.20
Increase	48%	48%	58%	55%	53%

Recommended Changes for Culvert Replacement Prices

	12"	15"	18"	21"	24"
Pipe	\$ 528.00	\$ 633.60	\$ 792.00	\$ 897.60	\$ 1,003.20
Apron	\$ 209.00	\$ 269.20	\$ 313.40	\$ 381.80	\$ 448.00
Total Culvert Cost	\$ 737.00	\$ 902.80	\$ 1,105.40	\$ 1,279.40	\$ 1,451.20
Stone	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Engineering Labor	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Highway Labor	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
Equipment	\$ 648.00	\$ 648.00	\$ 648.00	\$ 648.00	\$ 648.00
Overall Cost	\$ 2,835.00	\$ 3,000.80	\$ 3,203.40	\$ 3,377.40	\$ 3,549.20
1/2 Cost Share	\$ 1,417.50	\$ 1,500.40	\$ 1,601.70	\$ 1,688.70	\$ 1,774.60

WESTERN CULVERT & SUPPLY, INC.

Office & Yard: W324 Delafield Road
Oconomowoc, WI 53066

(262) 569-8666

April 1, 2022

CONTRACTORS PRICE LIST

CORRUGATED PIPE & PIPE-ARCH Galvanized 2/23" x 1/2" Corrugation

Pipe Dia.	Ga.	Galv. Pipe Price/Ft.	End Area Sq. Ft.	Pipe-Arch Size	Galv. Pipe-Arch Price/Ft.	End Area Sq. Ft.	Galv. Weight #/Ft.
*6	16	15.60	-	-	-	-	4
*8	16	23.20	-	-	-	-	6.5
*10	16	24.20	-	-	-	-	8
*12	16	23.30	0.8	*14x9	24.00	0.7	10 \$528 25
*15	16	26.70	1.2	*17x13	28.80	1.1	13 \$633 25
*18	16	33.40	1.8	*21x15	36.00	2.1	15 \$792 25
*21	16	37.80	2.4	*24x18	40.80	2.2	18 \$897 25
*24	16	42.30	3.1	*28x20	45.60	2.8	20 \$1,003 25
*30	14	66.70	4.9	*35x24	72.00	4.4	31
*36	14	80.00	7.1	*42x29	86.40	6.4	37
*42	12	131.10	9.6	*49x33	141.60	8.7	60
*48	12	144.40	12.6	*57x38	156.00	11.4	68
*54	12	162.20	15.9	*64x43	175.20	14.3	78
*60	10	228.90	19.6	*71x47	247.20	17.6	110

*Minimum State Highway Gage

Connecting Bands: 7" wide (8" thru 30") - cost the same as one foot of pipe.

12" wide (36" thru 60") - cost the same as 1 1/2 feet of pipe.

24" wide (72" thru 96") - cost the same as two feet of pipe.

Gage and grade of pipe ordered determines the price of the band. Aluminized Type 2 available in all gages.

Prices are subject to change without notice and do not include sales tax.

PRICES ARE VALID FOR 30 DAYS.

WESTERN CULVERT & SUPPLY, INC.

Office & Yard: W324 Delafield Road
Oconomowoc, WI 53066

(262) 569-8666

April 1, 2022

CONTRACTORS PRICE LIST

Page 2

STEEL END SECTIONS (PIPE & PIPE-ARCH)					
Pipe Size	Price Each	Wt. Each	Size	Pipe-Arch Price Each	Wt. Each
6"	91.00		N/A		
8"	92.00		N/A		
10"	95.70		N/A		
12"	104.50	28#	14x9	USE ROUND FES	
15"	132.80	36#	17x13	134.60	30#
18"	175.20	50#	21x15	156.70	37#
21"	207.90	62#	24x18	190.90	47#
24"	256.00	76#	28x20	224.00	60#
30"	468.00	157#	35x24	375.60	109#
36"	755.30	209#	42x29	592.50	165#
42"	1522.50	430#	49x33	944.00	276#
48"	1,767.50	509#	57x38	1,185.10	361#
54"	1,876.80	630#	64x43	1,872.00	520#
60"	3036.90	826#	71x47	2,446.40	790#

12" x 22' + APRONS — \$737
15" x 22' + APRONS — \$897
18" x 22' + APRONS — \$1,142
21" x 22' + APRONS — \$1,313
24" x 22' + APRONS — \$1,453

Resolution 2009-25

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
CREATING A SCHEDULE OF COSTS FOR CULVERT DRIVEWAY
REPLACEMENT AND INSTALLATION**

WHEREAS, it has been recommended by the Village's Public Works Committee that the Village revise its culvert replacement ordinance to specify that the Village and property owner shall equally share the cost of culvert replacement that service private driveways within Village right-of-way; and

WHEREAS, the Department of Public Works has prepared a schedule of costs for culvert replacement in accordance with Sec. 14-2-5(d) of the Village's Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the schedule of costs set forth below shall be charged in relation to culvert driveway replacement and installation.

Cost of Culvert Replacement

Size of Culvert	Estimate Cost
12"	\$2,595.80
15"	\$2,708.00
18"	\$2,799.00
21"	\$2,923.30
24"	\$3,044.00
Culverts larger than 24"	Billed at 50% Time and Materials Rates

**Breakdown of Costs for Driveway Culvert Installation
(Arch, Pipe and Aprons)**

Materials:

12" Culvert x 22' Arch Pipe	=	\$377.00
with 2-End Aprons	=	<u>+\$120.80</u>
		\$497.80
Stone:	=	<u>+\$150.00</u>
Total Materials:		\$ 647.80

Labor:

5-men @ \$55.00 p/hr		
per man – 4 hours	=	\$1,100.00
Engineering Review		<u>+\$ 200.00</u>
Total Labor:		\$1,300.00

Equipment:

1 – Backhoe @\$55.00 p/hr – 4 Hrs.	=	\$ 220.00
2 – Tadems @\$42.50 p/hr – 4 Hrs.	=	\$ 340.00
1 -1 Ton @\$22.00 p/hr – 4 Hrs.	=	<u>\$ 88.00</u>

Total Equipment:	=	<u>\$ 648.00</u>
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Job Total for 12” Culvert	=	\$2,595.80
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Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin,
this ____ day of November, 2009.

VILLAGE OF CALEDONIA

By: _____
Ronald Coutts, President

Attest: _____
Karie L. Torkilsen, Clerk

**RESOLUTION NO. 2022-71
(7/11/2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF
CALEDONIA TO APPROVE CERTIFIED SURVEY MAP # _____; PARCEL ID
104-04-23-30-022-001 – LOCATED IN THE NE 1/4 OF SECTION 30, T4N, R23E,
WEST JOHNSON AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY,
WI – OWNER/APPLICANT TRACIE BRISKO-NEWELL**

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 2 lots from existing parcel 104-04-23-30-022-001.

WHEREAS, the Public Services Director's Memo dated June 9, 2022, attached hereto as **Exhibit A**, recommended conditional approval subject to 14 conditions.

WHEREAS, the Village Plan Commission on June 27, 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 July 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

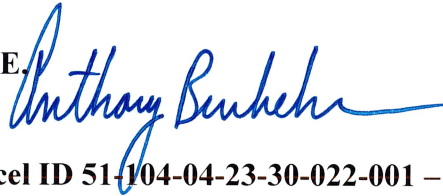
Attest: _____
Joslyn Hoeffert
Village Clerk

MEMORANDUM

Date: Thursday, June 9, 2022

To: Plan Commission

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



Re: Brisko-Newell CSM – Parcel ID 51-104-04-23-30-022-001 – NE ¼ of Section 30, T4N, R23E, West Johnson Avenue Village of Caledonia, Racine County, WI – Tracie Brisko-Newell Owner & Applicant

The Engineering Department has received a Certified Survey Map (CSM) from Tracie Brisko-Newell. The Brisko-Newell property is located on the North side of West Johnson Avenue at the Root River. The existing property is approximately 17.81 acres in size. This property has 380 feet of frontage along West Johnson Avenue, and an additional 163.03 feet along the Quarter Section line. Of the overall frontage, only approximately 115 feet are along an improved/constructed road.

The existing parcel currently has a single-family home and a pole barn on it.

The CSM proposes to create 2 lots. Lot 2 is for the existing single-family home and is proposed at approximately 17.07 acres in size. Lot 1 is proposed for a single-family home and is proposed at 0.74 acres in size.

The Zoning of the existing parcel is R-3. R-3 zoning requires 100' of frontage and a minimum of 20,000 square feet of area. The proposed lots exceed the minimum zoning requirements.

The Village's Comprehensive Land Use Plan calls for Low Density Residential for this property. Low Density Residential requires that lots be 19,000 square feet to 1.49 acres in size. There also is an area of Primary Environmental Corridor on the lot located along the Root River. The Primary Environmental Corridor will need to be shown on the CSM. Once shown, the CSM would be consistent with the Village's Comprehensive Land Use Plan.

At this time, West Johnson Avenue is only improved/constructed for approximately 115 feet. The CSM will require public road improvements to have Lot 1 be a buildable lot. This will require the submittal of road construction plans for West Johnson Avenue from the existing end of the improved/constructed portion to a point that is a minimum of 100' in front of Lot 1, approximately 190'. The former Public Works Director had provided an email for this requirement. There shall be a 33' Right of Way dedication along the constructed road to the East lot line of Lot 1. The Owner will also be required to enter into a Development Agreement with the Village for the public road improvements.

There is a portion of Lot 2 at the East end of the lot that does not have Right of Way and goes out to the Quarter Section Line. A 33' Road Reservation for West Johnson Avenue will need to be granted from the East lot line of Lot 1 to the East lot line of Lot 2. The Road Reservation will need to be shown on the CSM and a Road Reservation Agreement will need to be executed by the Owner.

The CSM is located in the Sanitary Sewer & Water Service Area. Lot 2 currently has sanitary sewer and water laterals for the existing home. Lot 1 already has a water later extended to it. The Sanitary Sewer for Lot 1 will need to come off of the Sanitary Sewer Interceptor that crosses Lot 2. This is the only viable sanitary sewer to provide sanitary sewer service. This will require that a sanitary sewer lateral be tapped and extended from the sanitary sewer interceptor on Lot 2 to Lot 1. This lateral will need to be installed as part of the public improvements for the CSM. Due to the sanitary sewer lateral for Lot 1 being on Lot 2 there will need to be a Sanitary Sewer Lateral Easement granted and shown on the CSM. A Sanitary Sewer Lateral Easement will also need to be executed by the Owners.

There also is a Sanitary Sewer Main that comes from 4 Mile Road and connects to the Sanitary Sewer Interceptor near River Drive. This Sanitary Sewer shall have a Sanitary Sewer Easement granted over it if one does not exist. Title work should be confirmed to verify if an existing Sanitary Sewer Easement exists over this sanitary sewer.

Access for the Lots is from West Johnson Avenue. Access for Lot 2 shall be restricted to the areas of the dedicated Right of Way when it is improved, constructed, and accepted.

The drainage of the CSM according to the Master Drainage Plan shows 1 watershed (R-29-1) for the lots. The lots will predominantly drain East to the Root River. Due to being on the Root River the 100-year floodplain elevation is shown on the CSM. The proposed single-family home on Lot 1 shall have a Finished Yard Grade no lower than 2 feet above the 100-year floodplain elevation.

Based on Lot 2 to be developed with a single-family home and the disturbed area to be under the storm water management threshold, the site will not require Storm Water Management at this time. If the thresholds are met in the future, a Storm Water Management Plan will be required. An individual Site Grading Plan will be required at the time of the Building Permit of the single-family home. A Note will need to be placed on the CSM to indicate the requirement of a Site Grading Plan at the time of Building Permit.

In looking at the Wisconsin DNR Surface Water Data Viewer there are mapped wetlands shown on the property within the CSM. The Surface Water Data Viewer also indicates that there are hydric soils that may be conducive to wetlands on the property. A Wetland Delineation was performed by the owner to determine the limits of the wetland. The wetlands will need to be shown on the Final CSM. The Owner or his consultant will need to submit the Wetland Delineation Report to the Village.

The CSM would be recommended for approval based on the conditions below.

Move to conditionally approve the Brisko-Newell CSM on parcel 51-104-04-23-30-022-001 subject to the following:

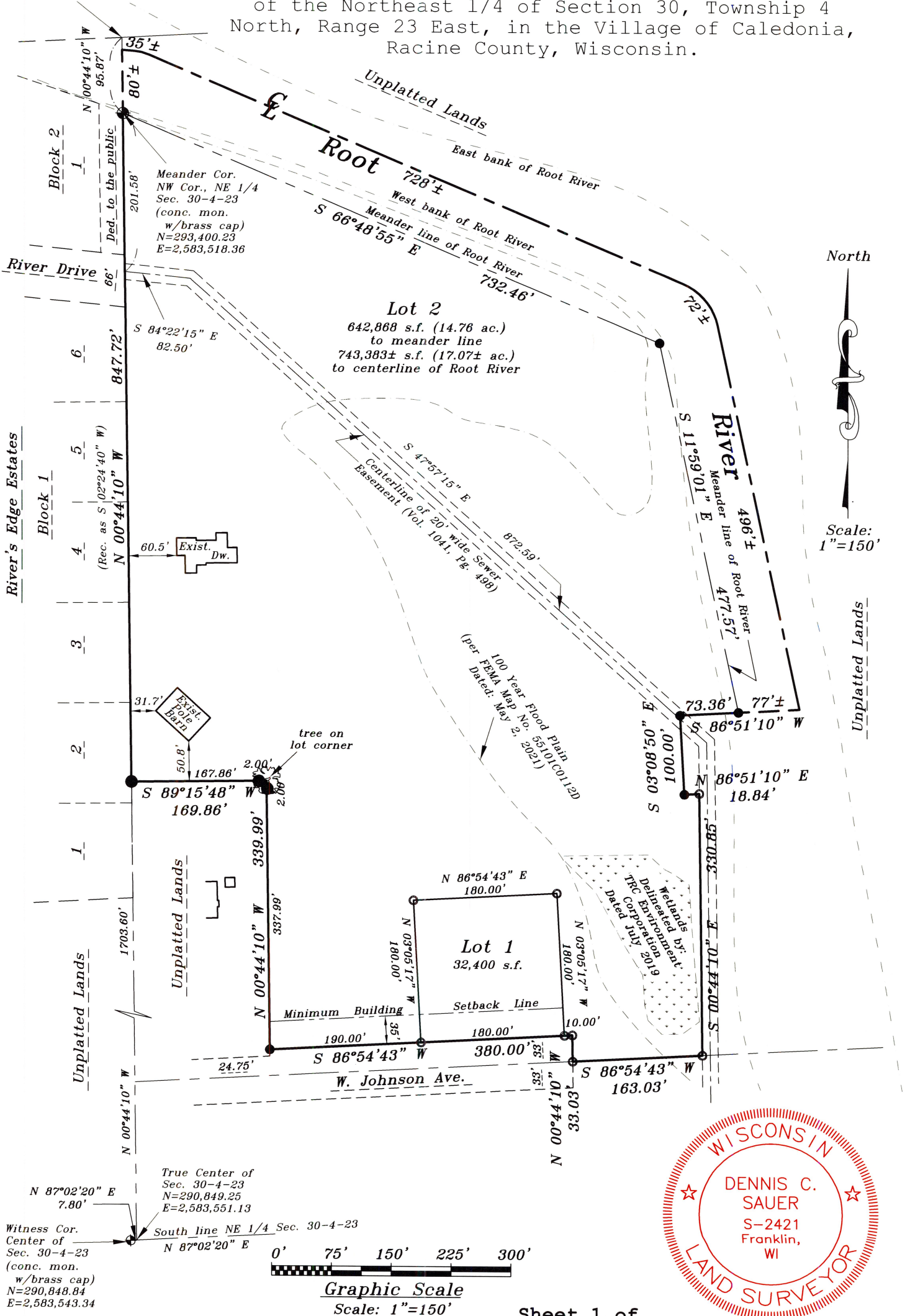
- 1. The Zoning setbacks & Minimum Frontage requirements for the R-3 Zoning District are to be listed on the CSM and the setback lines are shown on the lots.**
- 2. Show the Primary Environmental Corridor on the CSM.**
- 3. Submit Road Construction Plans for the extension of West Johnson Avenue for review and approval. Lot 1 shall have a minimum of 100' of improved/constructed road.**

- 4. The Owner will need to execute a Development Agreement and provide appropriate financial guarantees for the construction of the public improvements.**
- 5. A 33' Road Reservation is granted for the future extension of West Johnson Avenue on Lot 2, East of Lot 1. A Road Reservation Agreement will need to be executed by the Owner.**
- 6. A sanitary sewer lateral will need to be extended to Lot 1 from the Sanitary Sewer Interceptor that crosses Lot 2. The installation of a sanitary lateral will need to be installed as part of the public improvements. A Sanitary Sewer Lateral Easement will need to be shown on the CSM and a Sanitary Sewer Lateral Easement will need to be executed by the Owner.**
- 7. A Sanitary Sewer Easement will need to be granted over the Sanitary Sewer that comes from 4 Mile Road and connects into the Sanitary Sewer Interceptor near River Drive.**
- 8. The 100-year floodplain elevation of the Root River is provided and noted on the CSM.**
- 9. Lot 1 & Lot 2 individually, must stay under the Storm Water Management threshold, or a Storm Water Management Plan will be required to be submitted.**
- 10. An Individual Site Grading Plan will need to be submitted at the time of the Building Permit for Lot 1. A note shall be placed on the CSM indicating the Individual Site Grading Plan requirement.**
- 11. The wetland delineation is submitted and all wetlands are shown on the CSM.**
- 12. The CSM is subject to the Land Division per Lot fee.**
- 13. The Owner agrees to execute any and all agreements and make the necessary deposits for the approval of the CSM.**
- 14. The Final CSM is recorded within 1 year of approval.**

CERTIFIED SURVEY MAP NO.

Being a redivision of a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin.

N 1/4 Cor.
Sec. 30-4-23
lies in Root River



RESOLUTION NO. 2022-72
(7/11/2022)

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF
CALEDONIA TO APPROVE CERTIFIED SURVEY MAP # _____; PARCEL ID
104-04-23-28-093-000 – LOCATED IN THE SE 1/4 OF SECTION 28, T4N, R23E,
RUBY AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI –
OWNER/APPLICANT MARK DeCHECK**

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 2 lots from existing parcel 104-04-23-28-093-000.

WHEREAS, the Public Services Director's Memo dated June 8, 2022, attached hereto as **Exhibit A**, recommended conditional approval subject to 12 conditions.

WHEREAS, the Village Plan Commission on June 27, 2022, recommended conditional approval of the CSM with modifications to the Public Services Director memo (**Exhibit A**). The modifications to the conditions are as follows. Modification to condition #3 that the Road Reservation Agreement is only applied to Lot 1 of the CSM and Removal of condition #5. All other conditions of approval as outlined in the June 8, 2022 memo are required.

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, and subject to the conditions modified 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 July 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

MEMORANDUM

Date: Wednesday, June 8, 2022

To: Plan Commission

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



Re: De Check CSM – Parcel ID 51-104-04-23-28-093-000 – SE ¼ of Section 28, T4N, R23E, Ruby Avenue Village of Caledonia, Racine County, WI – Mark De Check Owner & Applicant

The Engineering Department has received a Certified Survey Map (CSM) from Mark De Check. The De Check property is located on the West side of Ruby Avenue (between Ruby Avenue & Erie Street), north of Ber Wil Drive. The existing property is approximately 4.5 acres in size. This property has 328.84 feet of frontage along Erie Street and 197.06 feet of frontage along Ruby Avenue.

The existing parcel is currently vacant and mostly wooded except for the Southeast corner along Ruby Avenue.

The CSM proposes to create 2 lots. Lot 2 is located in the Southeast corner of the property along Ruby Avenue, is proposed for a single-family home and is proposed at 1.09 acres in size. Lot 1 is the remnant parcel, would remain undeveloped at this time, and is proposed at 3.4 acres in size.

The Zoning of the existing parcel is R-4. R-4 zoning requires 75' of frontage and a minimum of 10,000 square feet of area. The proposed lots exceed the minimum zoning requirements.

The Village's Comprehensive Land Use Plan calls for Low Density Residential for this property. Low Density Residential requires that lots be 19,000 square feet to 1.49 acres in size. The CSM is consistent with the Village's Comprehensive Land Use Plan.

In reviewing the overall area, Ruby Avenue have several segments that are not connected. Ruby Avenue currently extends North approximately 320' from Ber Wil Drive, then there is approximately 1,160 feet of mostly undeveloped land, then approximately 1,450' of Ruby Avenue from South of Bonita Lane to West Point Lane, then 435' of improved land (with homes) between West Point Lane and 4 Mile Road, and finally Ruby Avenue extends North of 4 Mile Road approximately 1,340' to its North terminus. With the vacant land that exists between the DeCheck property and the Ruby Avenue segment South of Bonita Lane, it is envisioned that Ruby Avenue will connect at some point in the future. With the CSM encompassing future Right of Way for Ruby Avenue to the North, it is strongly recommended that a Road Reservation be placed on this portion of Lot 1. The Road Reservation should be shown on the CSM and a Road Reservation Agreement should be executed by the Owner.

The CSM is located in the Sanitary Sewer & Water Service Areas. The existing lot currently has a sanitary sewer and water lateral extended to it. The laterals are located in front of Lot 2. Lot 1 would then not have sewer and water laterals to it. Based on the current location of sanitary sewer and water mains and the current lot configuration, the lot would no longer have access to

sewer and water. This would then make Lot 1 unbuildable until an extension of sewer and water were completed. It is recommended that either the lot configuration be revised to allow for Lot 1 to have frontage on Ruby Avenue or make Lot 1 an Outlot that is unbuildable until sewer and water are extended to the parcel.

Access to Lot 2 will be from Ruby Avenue. Access to Lot 1 could be from Erie Street. Access to Erie Street will be limited to 1 driveway access. Erie Street is a principal thoroughfare. Lots along a principal thoroughfare are allowed 1 access. Since Erie Street is a principal thoroughfare, a minimum of 45' of Right of Way will need to be dedicated to the Village. The proposed CSM meets this requirement.

The drainage of the CSM according to the Master Drainage Plan shows 1 watershed (M-7-4) for the lots. The lots will predominantly drain West and South to Ber Wil Drive. Appropriate drainage & utility easements will need to be granted along the South lot line.

Based on Lot 2 to be developed with a single-family home and the disturbed area to be adjusted under the storm water management threshold, the site will not be required for Storm Water Management at this time. If the thresholds are met a Storm Water Management Plan will be required. A Site Grading Plan will be required at the time of the Building Permit of the single-family home. A Note will need to be placed on the CSM to indicate the requirement of a Site Grading Plan at the time of Building Permit.

In looking at the Wisconsin DNR Surface Water Data Viewer there are mapped wetlands shown 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 by the owner to determine the limits of the wetland. The wetlands will need to be shown on the Final CSM. The Owner or his consultant will need to submit the Wetland Delineation Report.

The CSM would be recommended for approval based on the conditions below.

Move to conditionally approve the DeCheck CSM on parcel 51-104-04-23-28-093-000 subject to the following:

- 1. The Zoning setbacks & Minimum Frontage requirements for the R-4 Zoning District are listed on the CSM and the setback lines are shown on Lot 2.**
- 2. A minimum of 45' of Right of Way on Erie Street is dedicated.**
- 3. A 33' Road Reservation is granted for the extension of Ruby Avenue and a Road Reservation Agreement is executed by the Owner.**
- 4. Lot 2 is adjusted so that Lot 1 has access to sanitary sewer and water mains along Ruby Avenue or Lot 1 is converted to an Outlot until such time as sanitary sewer and water mains are extended and available to the remnant lot.**
- 5. The air release valve at the end of the existing watermain is removed and replaced with a hydrant to meet DNR and Watermain code.**
- 6. A 12' Drainage & Utility Easement is granted along the South property line of Lot 1 and 2 of the CSM.**
- 7. Lot 2 must stay under the Storm Water Management threshold, or a Storm Water Management Plan will be required to be submitted. Adjusting Lot 2 to be under 1 acre in size would be sufficient to meet this requirement. Lot 2 will need to be a minimum of 19,000 square feet in size to meet the adopted 2035 Land Use Plan.**

- 8. An Individual Site Grading Plan will need to be submitted at the time of the Building Permits for Lot 2. A note shall be placed on the CSM indicating the Individual Site Grading Plan requirement.**
- 9. The wetland delineation is submitted and all wetlands are shown on the CSM.**
- 10. The CSM is subject to the Land Division per Lot fee.**
- 11. The Owner agrees to execute any and all agreements and make the necessary deposits the approval of the CSM.**
- 12. The Final CSM is submitted within 1 year of approval of the concept CSM.**

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

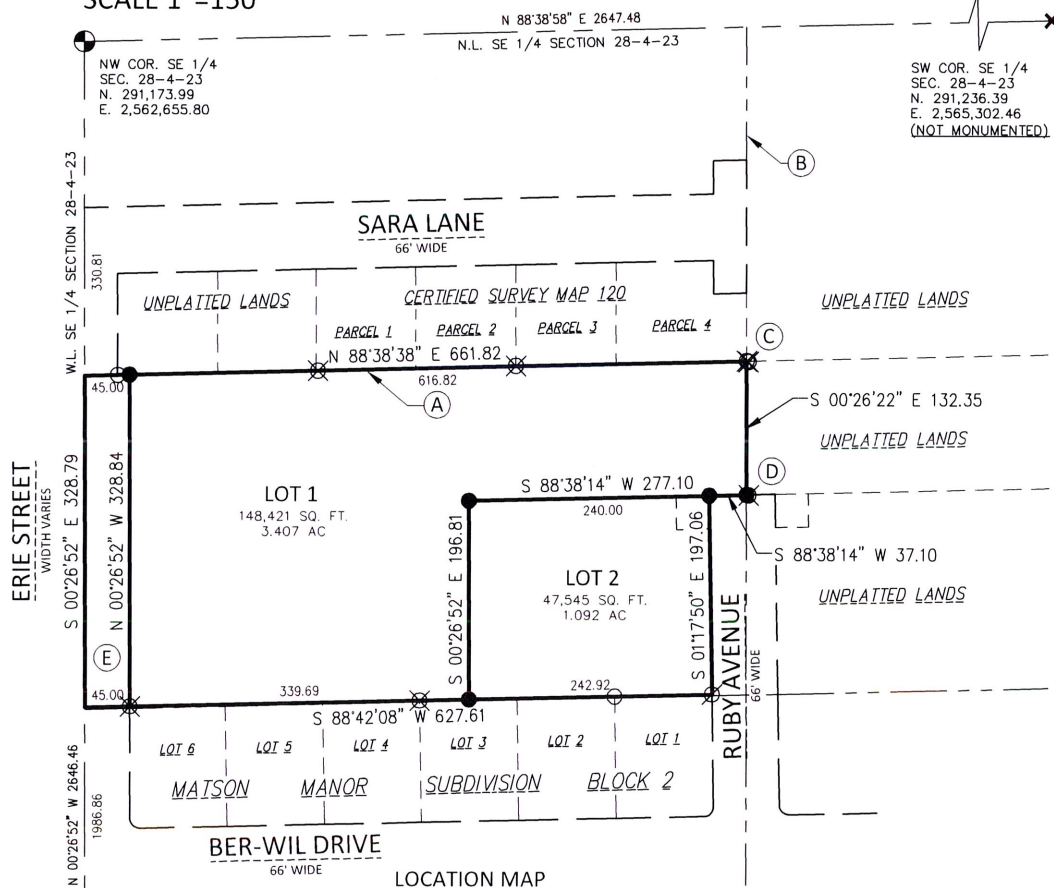


150' 0' 150'

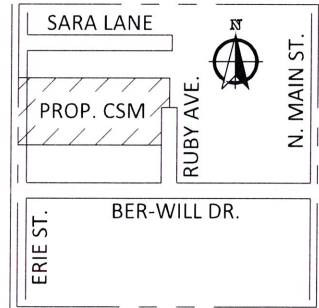


SCALE 1"=150'

RECORDING DATA



- (A) N. LINE S. 1/2 OF NW 1/4 OF NW 1/2 OF SE 1/4 SECTION 28-4-23
- (B) E. LINE OF NW 1/4 OF NW 1/4 OF SE 1/4 SECTION 28-4-23
- (C) FD. 1 1/4" I.P. - 0.2E
FD. 1 1/4" I.P. - 0.7S 2.2E
- (D) SET 3/4" REBAR
FD. 1 1/4" I.P. - 0.5N 2.3E
- (E) ROAD DEDICATION
14,805 SQ. FT. OR 0.340 AC.



NOTES:
ZONING OF PARCELS IS R-4, URBAN RESIDENTIAL DISTRICT I

OWNERS/LAND SPLITTERS:
MARK AND CAROLE DECHECK
4403 RUBY AVENUE, RACINE, WI 53402

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983/2011. THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 28-4-23 IS ASSUMED TO BEAR N 00°26'52" W.

- LEGEND:
- 1" O.D. IRON PIPE FOUND
 - ⊗ 1 1/4" O.D. IRON PIPE FOUND
 - ⊗ 5/8" O.D. REBAR FOUND
 - 3/4" O.D. REBAR - 1.50 LBS/LIN FT. SET
 - ⊕ 6" CONC. MON. W / BRASS CAP FOUND

Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbssc.net

This Instrument was drafted by Mark R. Madsen February 22, 2022.

2022.0031.01 CSM.DWG
SHEET 1 OF 4 SHEETS

CERTIFIED SURVEY MAP NO. _____

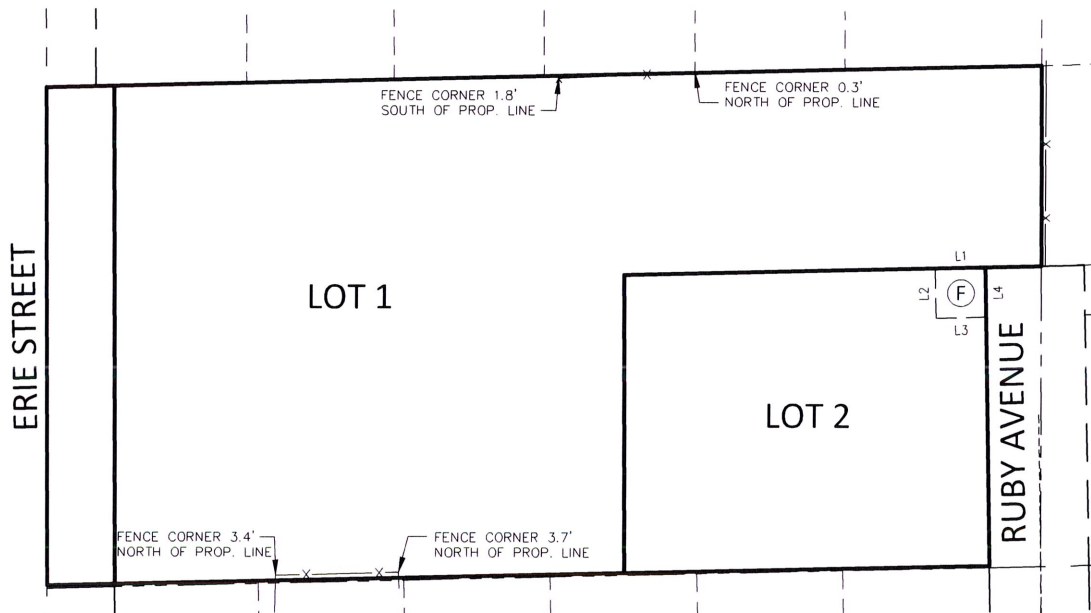
PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.



100' 0' 100'

SCALE 1"=100'

EXISTING EASEMENT AND WETLANDS



EASEMENT LINE TABLE

Line #	Length	Direction
L1	33.00	S88° 38' 14"W
L2	33.00	S01° 17' 50"E
L3	33.00	N88° 38' 14"E
L4	33.00	N01° 17' 50"W

NOTES:
WETLANDS DELINATED BY
XXXXXXXXXXXXXXXXX ON XXXXXXXX XX, 2022.

(F) 33'X33' TURN-A-ROUND EASEMENT
CONVEYED TO THE VILLAGE OF CALEDONIA
FOR STREET PURPOSES BY AN AGREEMENT
RECORDED IN VOLUME 2392 OF RECORDS,
PAGE 696 AS DOCUMENT NO. 1475845.



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2022.0031.01 CSM.DWG
SHEET 2 OF 4 SHEETS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of Mark and Carole DeCheck, Owners; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 of the Southeast 1/4 of Section 28, Township 4 North, Range 23 East of the Fourth Principal Meridian, more particularly bounded and described as follows: Commencing at the Southwest corner of said Southeast 1/4 of Section 28-4-23; run thence N00°26'52"W, 1986.86 feet along the West line of said Southeast 1/4 of Section 28-4-23 to the point of beginning of this description; continue thence N00°26'52"W, 328.79 feet along said West line of the Southeast 1/4 of Section 28-4-23; thence N88°38'38"E, 661.82 feet along the North line of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 28-4-23 to a point on the East line of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 28-4-23, said point being the Southeast corner of Parcel 4 of Certified Survey Map No.120, a map recorded in the office of the Register of Deeds for Racine County in Volume 1 of Certified Survey Maps, page 247; thence S00°26'22"E, 132.35 feet along said East line of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 28-4-23 to a point on the North right-of-way line of Ruby Avenue; thence S88°38'14"W, 37.10 feet along the North line of said right-of-way to the Northwest corner of said right-of-way; thence S01°17'50"E, 197.06 feet along the West line of said right-of-way to a point on the North line of Matson Manor Subdivision, a plat recorded in the office of the Register of Deeds for Racine County in Volume 27, Page 63 of Plats, and filed as Document No. 781314, said point being the Northeast corner of Lot 1, Block 2 as of said Matson Manor as laid out; thence S88°42'08"E, 627.61 feet along the North line of said Matson Manor as laid out to a point on said West line of the Northwest 1/4 of Section 28-4-23 and the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin. Containing 210,771 square feet or 4.839 acres (195,966 acres or 4.499 acres when excluding the Westerly 45.00 feet dedicated to the public).

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and Title 14 of the Code of General Ordinances for the Village of Caledonia. THAT such map is a true representation of all exterior boundaries of the land surveyed and the land division thereof made;

XXXXXXXXXX XX, 2022

Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd. Suite 200
Racine, WI 53406
(262)-634-5588

OWNERS' CERTIFICATE

We Mark and Carole DeCheck as Owners hereby certify that we have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also do further certify that this Certified Survey Map is required to be submitted to the the following for approval or objection: Village Board of the Village of Caledonia.

IN WITNESS WHEREOF the said Mark and Carole DeCheck have caused these presents to be signed as Owners at _____ Wisconsin on this _____ day of _____, 2022.

Mark DeCheck
4403 Ruby Avenue
Racine, WI 53402

Carole DeCheck



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbssc.net

CERTIFIED SURVEY MAP NO. _____

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STATE OF WISCONSIN

COUNTY OF _____

} S.S.

Personally came before me this _____ day of _____, 2022, Mark and Carole DeCheck, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, _____

My commission expires: _____

CONSENT OF CORPORATE MORTGAGEE

Bank, a corporation duly organized and existing under and by virtue of the laws of the State of _____, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of Mt. Pleasant Evangelical Lutheran Church, owner.

IN WITNESS WHEREOF, the said Bank has caused these presents to be signed by

_____, its _____, at _____, _____ and its corporate seal to be hereunto affixed this _____ day of _____, 2022.

Bank

STATE OF WISCONSIN

COUNTY OF _____

} S.S.

Personally came before me this _____ day of _____, 2022, _____ of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said corporation, and acknowledged that he executed the foregoing as such officer as the deed of said corporation, by its authority.

Notary Public, _____

My commission expires: _____

VILLAGE CERTIFICATE

APPROVED as a Certified Survey Map this _____ day of _____, 2022.

Joslyn Hoeffert, Clerk
Village of Caledonia

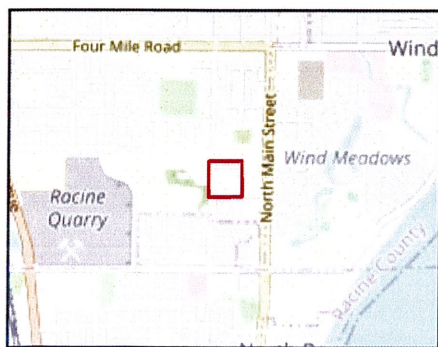
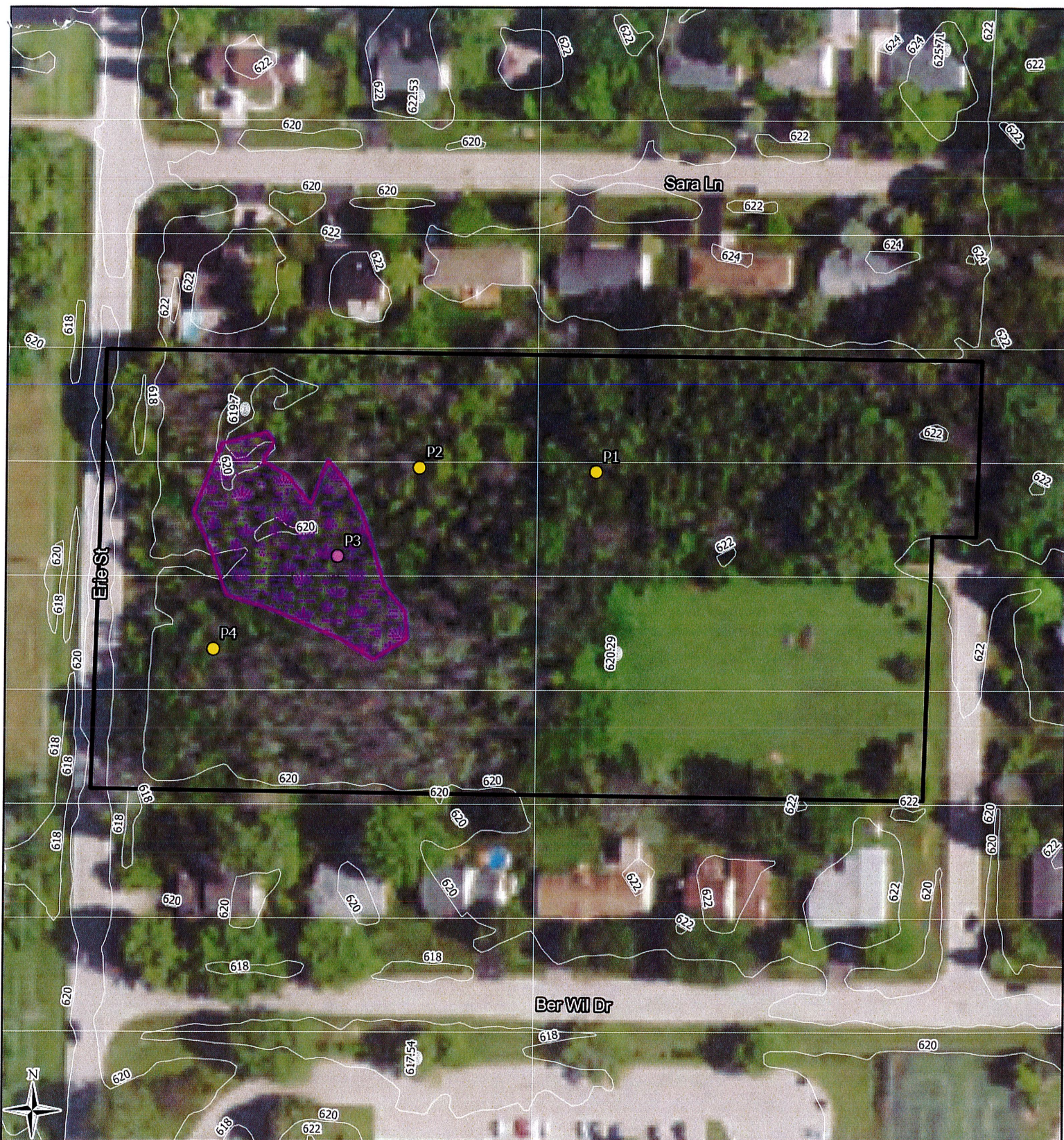


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- Study Area (4.85 ac)
- Field Delineated Wetland (0.35 ac)
- Racine Co 2' Contours

Sample Points

- Upland
- Wetland

0 100
Ft

Heartland
ECOLOGICAL GROUP INC

Figure 6. Field Delineated Wetlands

Ruby Avenue Parcel
Project #20220669
T4N, R23E, S28
V Caledonia, Racine Co

2020 NAIP
Racine Co, HEG

LRR: M