

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

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**

5. **Approval of Minutes**
 - Village Board – August 15, 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. **Ordinance 2022-22** – An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 20-212 Of The Racine County Code Of Ordinances As Adopted By The Village Of Caledonia Under Section 16-1-1(A) Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±2.3 Acres From B-2, Community Business District To B-3 Commercial Service District For The Property Located At 6207 Douglas Avenue, Parcel ID No. 104-04-23-18-187-000, Village Of Caledonia, Racine County, John Anderson, Applicant, Anderson Investment Holdings 6207, Owner.
 - B. **Resolution 2022-83** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request To Amend The Conditional Use Permit Allowing For The Operation Of A Landscape Contractor’s Yard With Outdoor Storage Of Equipment And Materials Located At 6207 Douglas Avenue, Village Of Caledonia, Racine County, WI; John Anderson, Applicant, Anderson Investment Holdings 6207, Owner
 - C. **Resolution 2022-84** – Resolution Of The Village Board Of The Village Of Caledonia To Approve The Preliminary Plat Of The Glen At Waters Edge Which Proposes 30 Single-Family Residential Lots And 3 Outlots On Parcel ID Nos. 104-04-23-16-021-000, 104-04-23-21-016-010, 104-04-23-21-016-000 & 104-04-23-21-021-000 Submitted By John Wahlen, Applicant, Village Of Caledonia, Owner
 - D. **Resolution 2022-85** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Development Agreement For A 19 Lot Expansion Of Bluffside Subdivision; Bluffside Estates, LLC, Owner / Nancy Washburn, Agent
 - E. **Resolution 2022-86** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±141,535 Square-Foot Industrial Building Located On Northwestern Avenue, South Of 13501 Northwestern Avenue, Village Of Caledonia, Racine County, WI; Jason Lueders, Applicant, TI Investors Of Caledonia LLC, Owner
 - F. **Resolution 2022-87** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±233,249 Square-Foot Industrial Building Located On Northwestern Avenue, South Of 13501 Northwestern Avenue, Village Of Caledonia, Racine County, WI; Jason Lueders, Applicant, TI Investors Of Caledonia LLC, Owner

- G. **Resolution 2022-88** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Building, Site, And Operations Plan To Construct And Utilize A ±709 Square-Foot Addition To An Existing Industrial Building, Located At 4133 Courtney 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.
 - H. **Resolution 2022-89** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request To Amend The Conditional Use Permit Allowing For The Operation Of A U-Haul Business With Outdoor Storage Of Trucks And Trailers For The Property Located At 7952 USH 41, Village Of Caledonia, Racine County, WI; Mike Shultz, Applicant, Kidangayil INC., Owner
 - I. **Resolution 2022-90** – Resolution Authorizing The Village Of Caledonia To Execute A Public Road Reservation Agreement With Mark & Carole Decheck
 - J. **Resolution 2022-91** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Site, Building, & Operations Plan To Construct And Utilize A ±52,700 Square-Foot Refrigerated Warehouse Building Addition With Loading Docks And A ±1,705 Square-Foot Office Addition, At 12725 Four Mile Road, Village Of Caledonia, Racine County, WI; Curtis Schroeder, Applicant; Central Storage Warehouse, Owner
 - K. **Resolution 2022-92** – Resolution Authorizing The Village Of Caledonia To Enter Into A Managed Services Contract With Ontech Systems For Information Technology Services
 - L. **Resolution 2022-93** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Certified Survey Map – TI Investors Of Caledonia, LLC / Caledonia Corporate Park CSM – SW ¼ Of Section 30, T4N, R22E, Village Of Caledonia, Racine County, WI – Owner TI Investors Of Caledonia, LLC
 - M. **Resolution 2022-94** – Resolution Of The Village Board Of The Village Of Caledonia Approving The Condominium Plat Briarwood Addendum No 1. A Condominium For Briarwood Condominiums– SE ¼ Of The SW ¼ Of Section 21, T4N, R23E, Village Of Caledonia, Racine County, Wisconsin: Briarwood Of Caledonia LLC Owner Parcel # 104-04-23-21-061-000
9. **New Business**
- A. Committee and Commissions
10. **Report from Village Administrator**
11. **Adjournment**

**Village Board Meeting
August 15, 2022**

1 - Order

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

2 - Pledge of Allegiance

3 - Roll Call

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

Absent: Trustee Folk and Trustee Wishau were excused.

Staff: Also present were HR Manager Michelle Tucker, Development Director Peter Wagner, Public Services Director Anthony Bunkelman, Engineer Ryan Schmidt, Finance Director Wayne Krueger, Battalion Chief Walter Leininger, Police Chief Christopher Botsch, Administrator Kathy Kasper, and Village Attorney Elaine Ekes. FGM and Riley Construction staff were also present.

4 – Communications and Announcements

4A – Rep. Wittke awarded Municipal Champion in the State Capitol for the 2021-2022 Legislative Session – The League of Wisconsin Municipalities

Rep. Wittke was present and was awarded the Municipal Champion in the State Capitol for the 2021-2022 Legislative Session.

5 – Approval of Minutes

Village Board – August 1, 2022

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

6 – Citizens Reports

Carl Granetzke, 3505 4 Mile Road, is a recent graduate of the Caledonia Citizens Police Academy. While in the Academy, he visited the current Police Department and believes that the Officers need a modern up to date facility. He is in support of the new Public Safety Building.

7 – Committee Report

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

Village – \$ 543,551.88
US Bank – \$ 25,533.47

Motion by Trustee Martin to approve the A/P checks as presented for \$ 543,551.88. Seconded by Trustee McManus. Motion carried unanimously.

Motion by Trustee Martin to approve the US Bank List as presented for \$ 25,533.47. Seconded by Trustee Weatherston. Motion carried unanimously.

7B - Legislative & Licensing (St. Rita's Festival Permit)

This was brought before the Legislative and Licensing Committee Meeting in which the Committee recommended approval to the Village Board. The applicant was present and submitted all the necessary applications to the Clerk's Office.

Motion by Trustee Stillman to approve the St. Rita's Festival Permit. Seconded by Trustee Weatherston. Motion carried unanimously.

8 – Ordinances and Resolutions

8A – 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

This Ordinance is back in front of the Village Board after further review from the Legislative and Licensing Committee. Attorney Ekes presented the changes that were made to this Ordinance.

Motion by Trustee Stillman to approve 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. Seconded by Trustee McManus. Motion carried unanimously.

8B – Ordinance 2022-21 – An Ordinance To Amend Section 9-4-7(C) Of The Code Of Ordinances For The Village Of Caledonia Relating To The Amount Of Sewer Service Charges

Bunkelman states that there is approximately 87 million dollars' worth of capital improvement projects that are either on task to be done between now and 2025 or have already started. There have been some significant rain falls that have caused issues with sanitary sewer capacity. Staff has reached out to the City of Racine and asked for additional sewer capacity and unfortunately, they do not have any readily available. Continuation basins will need to be constructed to build the flow and release it at a slow rate to the City's wastewater treatment plant.

Members of the Village Board suggest that the Legislative and Licensing Committee review the way that residents pay for this service.

Motion by Trustee Weatherston to approve Ordinance 2022-21 – An Ordinance To Amend Section 9-4-7(C) Of The Code Of Ordinances For The Village Of Caledonia Relating To The Amount Of Sewer Service Charges. Seconded by Trustee McManus. Motion carried unanimously.

8C – Resolution 2022-78 – Resolution Of The Village Board Of The Village Of Caledonia to Approve The Guaranteed Maximum Price Amendment To The Construction Manager At Risk Contract Between The Village Of Caledonia, Wisconsin And Riley Construction Company, Inc. And To Authorize The Expenditure Of Funds And Authorizing The Execution Of Documents

Motion by Trustee Stillman to approve Resolution 2022-78 – Resolution Of The Village Board Of The Village Of Caledonia to Approve The Guaranteed Maximum Price Amendment To The Construction Manager At Risk Contract Between The Village Of Caledonia, Wisconsin And Riley Construction Company, Inc. And To Authorize The Expenditure Of Funds And Authorizing The Execution Of Documents. Seconded by Trustee Weatherston. Motion carried unanimously.

Trustee Martin is having a hard time voting yes as she doesn't have a very good sense of what was proposed versus what was taken out. She feels like she doesn't have enough information.

Motion by Trustee Martin to pause the previous motion and to table this agenda item and move on to the next agenda item 8D – Resolution 2022-79 – Initial Resolution Authorizing \$24,555,000 General Obligation Bonds for Public Safety Building.
No Second. Motion Failed.

Roll Call

Trustee Weatherston-Aye
Trustee Stillman-Aye
Trustee McManus-Aye
Trustee Martin-Nay
President Dobbs-Aye
Motion carried 4/1.

8D – Resolution 2022-79 – Initial Resolution Authorizing \$24,555,000 General Obligation Bonds for Public Safety Building.

Motion by Trustee Weatherston to approve Resolution 2022-79 – Initial Resolution Authorizing \$24,555,000 General Obligation Bonds for Public Safety Building. Seconded by Trustee Stillman. Motion carried unanimously.

Roll Call

Trustee Weatherston-Aye
Trustee Stillman-Aye
Trustee McManus-Aye
Trustee Martin-Aye
President Dobbs-Aye
Motion carried unanimously.

8E – Resolution 2022-80- Initial Resolution Authorizing \$510,000 General Obligation Bonds for Street Improvement Projects

Motion by Trustee Weatherston to approve Resolution 2022-80- Initial Resolution Authorizing \$510,000 General Obligation Bonds for Street Improvement Projects. Seconded by Trustee Stillman. Motion carried unanimously.

Roll Call

Trustee Weatherston-Aye
Trustee Stillman-Aye
Trustee McManus-Aye
Trustee Martin-Aye
President Dobbs-Aye
Motion carried unanimously.

8F – Resolution 2022-81- Resolution Providing for the Sale of Approximately \$25,065,000 General Obligation Corporate Purpose Bonds, Series 2022A

Motion by Trustee Weatherston to approve Resolution 2022-81- Resolution Providing for the Sale of Approximately \$25,065,000 General Obligation Corporate Purpose Bonds, Series 2022A. Seconded by Trustee Stillman. Motion carried unanimously.

Roll Call

Trustee Weatherston-Aye
Trustee Stillman-Aye
Trustee McManus-Aye
Trustee Martin-Aye
President Dobbs-Aye
Motion carried unanimously.

8G – Resolution 2022-82 – Resolution Of The Village Board Of The Village Of Caledonia To Approve 2 Waiver Modifications And A Proposed Concept Preliminary Plat That Will Create 30 Single-Family Residential Lots For The Parcel Located At 6020 Erie Street And Three Parcels Located West Of 5945 Erie Street (Now Waters Edge) Submitted By John Wahlen, Applicant, Village Of Caledonia, Owner (Parcel Id Nos. 104-04-23-16-021-000, 104-04-23-21-016-010, 104-04-23-21-016-000 & 104-04-23-21-021-000)

The applicant has proposed a Concept Preliminary Plat which would create 30 lots from existing parcels. The Plan Commission has recommended approval of the 2 modification waivers as well as the conditional approval of the Concept Preliminary Plat to the Village Board.

Motion by Trustee Weatherston to approve Resolution 2022-82 – Resolution Of The Village Board Of The Village Of Caledonia To Approve 2 Waiver Modifications And A Proposed Concept Preliminary Plat That Will Create 30 Single-Family Residential Lots For The Parcel Located At 6020 Erie Street And Three Parcels Located West Of 5945 Erie Street (Now Waters Edge) Submitted By John Wahlen, Applicant, Village Of Caledonia, Owner (Parcel Id Nos. 104-04-23-16-021-000, 104-04-23-21-016-010, 104-04-23-21-016-000 & 104-04-23-21-021-000). Seconded by Trustee Stillman. Motion carried unanimously.

9 – New Business

9A – Reschedule September 5th Village Board Meeting

The September 5th Village Board Meeting will be rescheduled to Tuesday, September 6, 2022.

10 – Report from Village Administrator

The Administrator updated the Village Board.

11. Adjournment

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

Meeting adjourned at 7:39p.m.

Respectfully submitted,
Megan O'Brien, Deputy Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACH - DELTA DENTAL						
498	ACH - DELTA DENTAL	584483	08/01/2022 AUGUST DENTAL IN	08/01/2022	7,404.40	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	584483	08/01/2022 AUGUST DENTAL IN	08/01/2022	176.48	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	584483	08/01/2022 AUGUST VISION INS.	08/01/2022	23.04	100-21536-000 Vision Deductions
498	ACH - DELTA DENTAL	584483	08/01/2022 AUGUST VISION INS.	08/01/2022	866.16	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:					8,470.08	
ACH - JAMES IMAGING						
897	ACH - JAMES IMAGING	32266650	TOSHIBA COPIERS - VILLAGE H	08/22/2022	1,380.73	100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					1,380.73	
ACH - QUADIENT FINANCE USA INC						
3898	ACH - QUADIENT FINANCE USA	JULY POSTAG	JUL-22; POSTAGE & SUPPLIES	08/29/2022	1,628.85	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:					1,628.85	
ACH - SIMPLIFILE, LC						
768	ACH - SIMPLIFILE, LC	E-2637228 & E	FENCE VARIANCE #2022-F-065 ,	08/22/2022	35.25	100-42-61100 Legal Fees
768	ACH - SIMPLIFILE, LC	E-2637228 & E	FENCE VARIANCE #2022-F-058,	08/22/2022	35.25	100-42-61100 Legal Fees
Total ACH - SIMPLIFILE, LC:					70.50	
ACH - SUPERFLEET						
1730	ACH - SUPERFLEET	EJ9940818202	JUL-AUG 2022; FUEL FOR FD V	08/24/2022	1,679.68	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					1,679.68	
ACH - TIAA COMMERCIAL FINANCE, INC.						
1851	ACH - TIAA COMMERCIAL FINA	9093201	JUL-22; PRINTER LEASE	08/15/2022	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	32086014	COPIER FOR COURT SYSTEM	07/22/2022	199.59	100-90-62300 Office Equipment Rental & Main
1998	ACH - TOSHIBA FINANCIAL SER	32266649	COPIER FOR COURT SYSTEM	08/22/2022	187.41	100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					387.00	
ACH - WE ENERGIES						
380	ACH - WE ENERGIES	4246765314	BILLING PERIOD 07/06/2022-08/	08/09/2022	422.56	221-00-64140 Utilities
380	ACH - WE ENERGIES	4246765314	BILLING PERIOD 07/06/2022-08/	08/09/2022	2,562.89	100-43-64140 Utilities
380	ACH - WE ENERGIES	4246765314	BILLING PERIOD 07/06/2022-08/	08/09/2022	1,065.53	100-90-64290 Street Lighting

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
380	ACH - WE ENERGIES	4246765314	BILLING PERIOD 07/06/2022-08/	08/09/2022	162.36	100-41-64140 Utilities
380	ACH - WE ENERGIES	4246765314	BILLING PERIOD 07/06/2022-08/	08/09/2022	1,070.83	100-30-64140 Utilities
380	ACH - WE ENERGIES	4246765314	BILLING PERIOD 07/06/2022-08/	08/09/2022	2,138.65	100-35-64140 Utilities
380	ACH - WE ENERGIES	4249542231	09/02/2022 INVOICE FOR STRE	08/11/2022	11,135.92	100-90-64290 Street Lighting
380	ACH - WE ENERGIES	4263494914	BILLING PERIOD 071922-081722	08/23/2022	18.75	221-00-64140 Utilities
380	ACH - WE ENERGIES	4263494914	BILLING PERIOD 071922-081722	08/23/2022	16.14	100-35-64140 Utilities
Total ACH - WE ENERGIES:					18,593.63	
ALCIVIA						
680	ALCIVIA	16400	50 LBS; LP GAS	04/11/2022	45.00	100-41-63200 Fuel, Oil, Fluids
680	ALCIVIA	1825	DIESEL FUEL FOR CFD VEHICL	08/17/2022	82.02	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	1830	DIESEL FUEL Q-12	08/17/2022	241.18	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	1898	DIESEL FUEL FOR CFD VEHICL	08/24/2022	74.60	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	1925	DIESEL FUEL FOR CFD VEHICL	08/24/2022	81.46	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	1956	DIESEL FUEL FOR CFD VEHICL	08/31/2022	88.82	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	2002	DIESEL FUEL FOR CFD VEHICL	08/31/2022	83.06	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	2031	DIESEL FUEL FOR CFD VEHICL	08/31/2022	88.58	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	2036	DIESEL FUEL FOR CFD VEHICL	08/31/2022	100.21	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	333	95 LBS; LP GAS	04/20/2022	85.50	100-41-63200 Fuel, Oil, Fluids
680	ALCIVIA	3415	60 LBS; LP GAS	04/29/2022	54.00	100-41-63200 Fuel, Oil, Fluids
680	ALCIVIA	424	80 LBS LP GAS	05/09/2022	79.20	100-41-63200 Fuel, Oil, Fluids
680	ALCIVIA	4648	90 LBS; LP GAS	05/05/2022	89.10	100-41-63200 Fuel, Oil, Fluids
680	ALCIVIA	494	80LBS LP GAS	05/12/2022	79.20	100-41-63200 Fuel, Oil, Fluids
Total ALCIVIA:					1,271.93	
ARAMARK						
128	ARAMARK	6240051151	RUG DELIVERY - VILLAGE HALL	08/10/2022	287.74	100-43-62100 Contracted Services
128	ARAMARK	6240056167	RUG DELIVERY - POLICE DEPT	08/24/2022	476.17	100-43-62100 Contracted Services
Total ARAMARK:					763.91	
ASCENSION MEDICAL GROUP						
135	ASCENSION MEDICAL GROUP	W073122-23	QTR. PHARMACY SUPPLIES	08/17/2022	2,909.55	100-35-64280 Medical Supplies
Total ASCENSION MEDICAL GROUP:					2,909.55	
AURORA HEALTH CARE						
155	AURORA HEALTH CARE	1756037	FIRE PRE EMPLOYMENT PHYSI	08/12/2022	220.00	100-13-51100 Personnel Medical Exams
Total AURORA HEALTH CARE:					220.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
BAYCOM						
183	BAYCOM	SRVCE000000	PROGRAM FOR RADIOS	08/24/2022	2,572.50	400-30-65030 Equipment
Total BAYCOM:					2,572.50	
BEAR GRAPHICS						
187	BEAR GRAPHICS	0900964	(2,000) ELECTION ENVELOPES	08/19/2022	358.49	100-12-64060 Copying & Printing
187	BEAR GRAPHICS	0900965	(1,000) OUT ELECTION ENVELO	08/19/2022	232.16	100-12-64060 Copying & Printing
Total BEAR GRAPHICS:					590.65	
BELLE CITY FIRE & SAFETY						
196	BELLE CITY FIRE & SAFETY	12460413	ST10 EXTINGUISHER INSP.	08/17/2022	60.50	100-35-64250 Equipment Repairs & Maintenance
Total BELLE CITY FIRE & SAFETY:					60.50	
BUILDING PERMIT REFUND VENDOR						
271	BUILDING PERMIT REFUND VE	5002812	REFUND FOR SIGN FEES FOR	08/16/2022	50.00	100-00-44410 Sign Permits
271	BUILDING PERMIT REFUND VE	7000260	08/24/2022 - BUILDING PERMIT	08/24/2022	4,143.98	100-00-44300 Building Permits
271	BUILDING PERMIT REFUND VE	7000260	08/24/2022 - RIGHT OF WAY PE	08/24/2022	100.00	100-00-44310 Engineering Permits/Fees
271	BUILDING PERMIT REFUND VE	7000260	08/24/2022 - LAND DISTURBAN	08/24/2022	200.00	100-00-44310 Engineering Permits/Fees
271	BUILDING PERMIT REFUND VE	RECEIPT#100	4400-4 MILE RD PAVING PERMI	08/25/2022	180.00	100-00-44311 Asphalt Permits
Total BUILDING PERMIT REFUND VENDOR:					4,673.98	
BUY RIGHT, INC.						
273	BUY RIGHT, INC.	374269	OIL FILTER M-12	08/31/2022	11.89	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	374315	DIESEL EXHAUST FLUID	08/31/2022	31.78	100-35-63200 Fuel, Oil, Fluids
273	BUY RIGHT, INC.	664351	#218 WIPER BLADES	08/18/2022	25.77	100-30-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					69.44	
CLEANCO RACINE, INC						
9021	CLEANCO RACINE, INC	6147	08/15/2022 POLICE DEPT. CLEA	08/15/2022	869.00	100-43-62100 Contracted Services
Total CLEANCO RACINE, INC:					869.00	
CLL SERVICES INC						
9085	CLL SERVICES INC	658	RECEIPTS FOR MAILING CERTI	08/07/2022	356.71	100-11-64040 Postage & Shipping
9085	CLL SERVICES INC	661	WEED COMMISSIONER - ADMI	08/10/2022	660.00	100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	661	WEED COMMISSIONER - MILEA	08/10/2022	569.91	100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	668	MOWING CHARGES , 104-04-22	08/25/2022	400.00	100-90-62900 Private Property Maintenance
9085	CLL SERVICES INC	668	MOWING CHARGES , 104-04-22	08/25/2022	160.00	100-90-62900 Private Property Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total CLL SERVICES INC:					2,146.62	
COMPLETE OFFICE OF WISCONSIN						
392	COMPLETE OFFICE OF WISCO	973058	MISC. OFFICE SUPPLIES (COR	08/09/2022	473.84	100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	973059	CLASP ENVELOPES	08/09/2022	68.36	100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	973060	PAPERTOWEL FOR BREAK RO	08/09/2022	29.29	100-43-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	974972	08/10/22 CASH BOX LATCH LOC	08/10/2022	23.90	100-14-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	975302	PAPER TOWEL	08/17/2022	37.54	100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	976011	LAPTOP STAND FOR CARLA	08/17/2022	35.47	100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	986103	PENS AND STAPLER	08/31/2022	25.76	100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	986103	HARWOUND PAPER TOWEL	08/31/2022	88.42	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:					782.58	
CONSERV FS INC.						
3962	CONSERV FS INC.	777003657	4000.00 GAL NL GAS	08/25/2022	14,660.00	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:					14,660.00	
DIVERSIFIED BENEFIT SERVICES						
525	DIVERSIFIED BENEFIT SERVIC	361331	082022 AUGUST FSA ADMINIST	08/16/2022	186.55	100-90-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					186.55	
DON'S TOWING						
9238	DON'S TOWING	92084	VEHICLE TOW FOR PD	08/03/2022	200.00	100-30-63100 Towing
Total DON'S TOWING:					200.00	
EHLERS INVESTMENT PARTNERS						
584	EHLERS INVESTMENT PARTNE	91348	SOUTH HILLS DEVELOPMENT	07/31/2022	750.00	414-00-61000 Professional Services
Total EHLERS INVESTMENT PARTNERS:					750.00	
EMERGENCY LIGHTING AND ELECTRONICS						
9179	EMERGENCY LIGHTING AND EL	210754	#215 NEW SQUAD SET UP	08/25/2022	12,442.10	400-30-65040 Equipment-Vehicles
9179	EMERGENCY LIGHTING AND EL	210767	#209 POWER TO DOCK REPAIR	08/25/2022	142.50	100-30-63300 Vehicle Repairs & Maintenance
Total EMERGENCY LIGHTING AND ELECTRONICS:					12,584.60	
FGM ARCHITECTS						
652	FGM ARCHITECTS	21-3278.01-10	PROJECT#21-3278.01 PROFES	08/10/2022	137,560.00	400-75-65020 FGM Building Improvements

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total FGM ARCHITECTS:					137,560.00	
FOTH INFRASTRUCTURE & ENVIRO, LLC						
666	FOTH INFRASTRUCTURE & EN	79071	TID 4 I94 WATER DEMAND STU	08/23/2022	10,815.34	414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	79072	SCANNELL DEV. - DEBACK PAD	08/23/2022	632.50	100-23163-043 Scannel Properties 499-DeBack
666	FOTH INFRASTRUCTURE & EN	79073	PRAIRIE PATHWAYS - BUTTON	08/23/2022	8,949.75	100-23163-014 Prairie Pathways Deposit
666	FOTH INFRASTRUCTURE & EN	79076	0022C030.01 HOLLANDER DRIV	08/23/2022	119.00	413-00-61002 Prof Serv - Sanitary
666	FOTH INFRASTRUCTURE & EN	79078	PROJECT 0022C030.04 ADAMS	08/23/2022	8,194.20	414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	79079	PROJECT 0022C030.05 ADAMS	08/23/2022	7,781.10	414-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					36,491.89	
FRANKSVILLE AUTOMOTIVE LLC						
679	FRANKSVILLE AUTOMOTIVE LL	13477	#203; OIL CHANGE WITH FILTE	08/12/2022	60.77	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13497	#217 OIL CHANGE/TIRE ROTATI	08/16/2022	129.20	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13548	#218; OIL CHANGE	08/24/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13557	#209; OIL CHANGE	08/25/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13560	#210 TIRE REPLACEMENT	08/25/2022	37.08	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13571	#204 OIL CHANGE	08/26/2022	60.77	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					399.06	
GT TRANSMISSIONS, INC.						
765	GT TRANSMISSIONS, INC.	18215	UTILITY-11; TRANSMMISSION	08/10/2022	4,209.88	100-35-63300 Vehicle Repairs & Maintenance
Total GT TRANSMISSIONS, INC.:					4,209.88	
IMAGE MANAGEMENT LLC						
835	IMAGE MANAGEMENT LLC	IMA1188L	DOMAIN RENEWAL (10/4/2022 -	08/24/2022	485.00	100-90-64310 IT Contracted Services
Total IMAGE MANAGEMENT LLC:					485.00	
JIMS GARAGE DOOR SERVICE, INC.						
943	JIMS GARAGE DOOR SERVICE,	213179	NEW GARAGE DOOR OPENER	08/22/2022	514.00	100-30-64240 Building Repairs & Maintenance
Total JIMS GARAGE DOOR SERVICE, INC.:					514.00	
JOHNS DISPOSAL SERVICE, INC.						
967	JOHNS DISPOSAL SERVICE, IN	931482	08/26/2022 CONTRACTED BILLI	08/26/2022	88,087.40	240-00-62100 Contracted Services
967	JOHNS DISPOSAL SERVICE, IN	931482	08/26/2022 CONTRACTED BILLI	08/26/2022	43,340.22	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:					131,427.62	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
KORTENDICK HARDWARE						
1096	KORTENDICK HARDWARE	151884	TRASH BAGS	08/05/2022	30.58	221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	151884	MISC. FASTNERS	08/05/2022	2.93	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	152007	FASTENERS FOR HOSE ROLLE	08/17/2022	8.62	100-35-64250 Equipment Repairs & Maintenanc
1096	KORTENDICK HARDWARE	152035	RETURN ITEMS FOR UTV	08/17/2022	13.24	100-35-64110 Small Equipment
1096	KORTENDICK HARDWARE	152036	THREADS AND FASTENERS FO	08/17/2022	5.93	100-35-64110 Small Equipment
1096	KORTENDICK HARDWARE	152049	VINYLE TUBE	08/23/2022	28.44	100-43-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	152096	CONCRETE	08/17/2022	32.33	221-00-64070 Work Supplies
Total KORTENDICK HARDWARE:					95.59	
MAYER REPAIR						
1260	MAYER REPAIR	18383s	REPAIRS ON MED 32	08/24/2022	580.49	100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:					580.49	
MENARDS RACINE						
1281	MENARDS RACINE	47669	MISC.PARTS,TOOLS	08/26/2022	181.05	100-41-64090 Road Maintenance Materials
1281	MENARDS RACINE	48523	(3) 2X8-8' & (9) 2X8-10' TREATE	08/17/2022	156.06	221-00-64070 Work Supplies
Total MENARDS RACINE:					337.11	
MILWAUKEE LIGHTBULBS						
1337	MILWAUKEE LIGHTBULBS	0248509-IN	LIGHTBULBS M-11	08/31/2022	14.60	100-35-64110 Small Equipment
Total MILWAUKEE LIGHTBULBS:					14.60	
MOTOROLA SOLUTIONS						
1354	MOTOROLA SOLUTIONS	8230375766	MOTOROLA APX8000XE - QUOT	07/21/2022	5,028.48	400-35-65030 Equipment
1354	MOTOROLA SOLUTIONS	8281349188	NEW DIGITAL PROGRAMING U	03/24/2022	40,469.38	400-30-65030 Equipment
1354	MOTOROLA SOLUTIONS	8281399231	CHARGER, MICS	06/17/2022	685.92	400-30-65030 Equipment
1354	MOTOROLA SOLUTIONS	8281399668	CHARGER, MICS	06/17/2022	228.64	400-30-65030 Equipment
1354	MOTOROLA SOLUTIONS	8281419892	DEVICE PROGRAMMING	07/19/2022	2,559.00	400-30-65030 Equipment
Total MOTOROLA SOLUTIONS:					48,971.42	
MSA PROFESSIONAL SERVICES, INC.						
9234	MSA PROFESSIONAL SERVICE	R07671002.0-1	CRAWFORD PARK MASTER PL	08/04/2022	7,092.00	400-70-66100 Park Improvements
Total MSA PROFESSIONAL SERVICES, INC.:					7,092.00	
OMG NATIONAL						
9172	OMG NATIONAL	N1073954	PUBLIC RELATIONS ITEMS	08/18/2022	1,041.00	100-30-64000 Community Engagement

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total OMG NATIONAL:					1,041.00	
ONTECH SYSTEMS, INC						
1071	ONTECH SYSTEMS, INC	70348	08/02 -08/12/2022 IT SERVICES	08/16/2022	3,330.00	100-90-64320 IT Infrastructure
1071	ONTECH SYSTEMS, INC	70546	MONTHLY ICLOUD BACKUP FO	08/16/2022	605.00	100-90-64320 IT Infrastructure
Total ONTECH SYSTEMS, INC:					3,935.00	
PALMEN DODGE						
1441	PALMEN DODGE	207263	#217 BRAKE PAD/ROTORS FRO	08/23/2022	1,716.83	100-30-63300 Vehicle Repairs & Maintenance
Total PALMEN DODGE:					1,716.83	
PATS SERVICES INC.						
1462	PATS SERVICES INC.	A-236760	08/08/2022 - PORTABLE TOILET	08/08/2022	120.00	241-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-236995	PORTABLE TOILET - HANDICAP	08/24/2022	140.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-236995	PORTABLE TOILET -- GORNEY (08/24/2022	120.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-236996	PORTABLE TOILET - HANDICAP	08/17/2022	140.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-237015	PORTABLE TOILET - HANDICAP	08/17/2022	140.00	221-00-62100 Contracted Services
Total PATS SERVICES INC.:					660.00	
PAYNE & DOLAN, INC.						
1474	PAYNE & DOLAN, INC.	1812083	69.73 TON 3/4" TB	08/16/2022	889.08	400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	1813799	33.65 TON 3/4 TB	08/16/2022	429.04	400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	1818806	84.45 TON 3/4" TB	08/16/2022	1,055.65	400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	1819066	145.33 TON 3/4" TB	08/16/2022	1,852.98	400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253727-03	RAIL ROAD TRACKS; ASPHALT	08/26/2022	18,024.84	400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253727-04	CHARLES & ROBIN; ASPHALT P	08/26/2022	84,955.14	400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253727-05	PRAIRIE CROSSINGS IV; BINDE	08/26/2022	77,103.59	100-23164-002 Asphalt Dep - Prairie Pathwy#4
Total PAYNE & DOLAN, INC.:					184,310.32	
PETTY CASH						
1493	PETTY CASH	08122022	PETTY CASH REPLENISHMENT	08/12/2022	149.03	100-30-64040 Postage & Shipping
1493	PETTY CASH	08122022	PETTY CASH REPLENISHMENT	08/12/2022	28.32	100-30-64030 Office Supplies
Total PETTY CASH:					177.35	
PRO PHOENIX						
1528	PRO PHOENIX	2022255	NATIONAL PHOENIX CONF REG	08/12/2022	695.00	100-30-51300 Education/Training/Conferences
1528	PRO PHOENIX	2022256	NATIONAL PHOENIX CONF REG	07/22/2022	695.00	100-31-51300 Education/Training/Conferences

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total PRO PHOENIX:					1,390.00	
PRUITT, EKES & GEARY, SC						
1534	PRUITT, EKES & GEARY, SC	2934	MONSANTO CLASS ACTION SE	08/08/2022	464.80	100-90-61110 Attorney - Municipal Court
1534	PRUITT, EKES & GEARY, SC	2934	MUNICIPAL PROSECUTION PLE	08/08/2022	3,572.13	100-90-61110 Attorney - Municipal Court
1534	PRUITT, EKES & GEARY, SC	2934	CSMS OR OTHER REIMBURSA	08/08/2022	66.40	100-23163-079 DeCheck CSM
1534	PRUITT, EKES & GEARY, SC	2934	LIKEWISE DEVELOPMENT	08/08/2022	166.00	100-23163-036 Sacco - Pro Bio
1534	PRUITT, EKES & GEARY, SC	2934	SACCO DEVELOPMENT TID#3	08/08/2022	66.40	100-23163-036 Sacco - Pro Bio
1534	PRUITT, EKES & GEARY, SC	2934	TID#5 CARDINAL WATERS EDG	08/08/2022	670.25	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
1534	PRUITT, EKES & GEARY, SC	2934	TID#5 RYDER PARCEL DEVELO	08/08/2022	415.00	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
1534	PRUITT, EKES & GEARY, SC	2934	BLUFFSIDE DR SUBDIVISION	08/08/2022	514.60	100-23163-035 Bluffside
1534	PRUITT, EKES & GEARY, SC	2934	CONTRACT REVIEW AND NEG	08/08/2022	215.80	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2934	ORDINANCES, RESOLUTIONS	08/08/2022	3,326.25	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2934	OPINIONS, LEGAL INTERPRETA	08/08/2022	985.65	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2934	GENERAL LITIGATIONS AND HE	08/08/2022	166.00	100-90-61100 Legal Fees
Total PRUITT, EKES & GEARY, SC:					10,629.28	
RACINE COUNTY						
1548	RACINE COUNTY	DISPATCH SE	Q3-22; DISPATCH SERVICES	08/08/2022	93,409.25	100-31-62200 Community Dispatch Services
1548	RACINE COUNTY	DISPATCH SE	3RD QUARTER DISPATCH SEQ	08/08/2022	1,474.75	100-31-62200 Community Dispatch Services
1548	RACINE COUNTY	DISPATCH SE	Q3-22; DISPATCH SERVICES -- (08/08/2022	8,848.75	100-31-62200 Community Dispatch Services
Total RACINE COUNTY:					103,732.75	
RACINE COUNTY TREASURER						
1561	RACINE COUNTY TREASURER	07312022	JUL-22; COURT FINES	07/31/2022	3,430.94	100-00-45110 Muni Court Fines
Total RACINE COUNTY TREASURER:					3,430.94	
RACINE COUNTY VISITORS BUREAU						
1573	RACINE COUNTY VISITORS BU	ROOM TAX - 2	MAY 2022; HOTEL/MOTEL ROO	08/12/2022	5,575.25	100-00-41210 Room Taxes
1573	RACINE COUNTY VISITORS BU	ROOM TAX - 2	JUNE 2022; HOTEL/MOTEL ROO	08/12/2022	21,125.07	100-00-41210 Room Taxes
1573	RACINE COUNTY VISITORS BU	ROOM TAX - 2	JULY 2022; HOTEL/MOTEL ROO	08/12/2022	29,010.07	100-00-41210 Room Taxes
Total RACINE COUNTY VISITORS BUREAU:					55,710.39	
ROSE PEST SOLUTIONS						
1701	ROSE PEST SOLUTIONS	3132941	QUARTERLY PEST CONTROL -	08/10/2022	68.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	3132942	QUARTERLY PEST CONTROL -	08/10/2022	68.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	3132943	QUARTERLY PEST CONTROL -	08/10/2022	68.00	100-43-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total ROSE PEST SOLUTIONS:					204.00	
SHRED-IT USA						
1800	SHRED-IT USA	8001958355	SHRED TOT ST. 11	08/31/2022	117.17	100-35-62100 Contracted Services
1800	SHRED-IT USA	8002145679	MONTHLY SERVICE FOR TOTE	08/17/2022	58.58	100-35-62100 Contracted Services
Total SHRED-IT USA:					175.75	
SOUTHPORT ENGINEERED SYSTEMS, LLC						
1826	SOUTHPORT ENGINEERED SY	W46374	REPAIR A/C STATION 12 DORM	08/24/2022	3,384.00	100-35-64240 Building Repairs & Maintenance
Total SOUTHPORT ENGINEERED SYSTEMS, LLC:					3,384.00	
SQUARE ONE HEATING & COOLING						
1840	SQUARE ONE HEATING & COO	i34335	VILLAGE HALL; SEMI-ANNUAL F	08/04/2022	1,341.98	100-41-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:					1,341.98	
STATE OF WISCONSIN						
1861	STATE OF WISCONSIN	07312022	JULY-22; COURT FINES	07/31/2022	9,567.31	100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:					9,567.31	
STERICYCLE, INC.						
1874	STERICYCLE, INC.	8002210010	MONTHLY SHREDDING	08/25/2022	21.77	100-30-62100 Contracted Services
Total STERICYCLE, INC.:					21.77	
STRUCKN DESIGN						
9199	STRUCKN DESIGN	1526	#215 GRAPHICS	08/18/2022	725.00	400-30-65040 Equipment-Vehicles
9199	STRUCKN DESIGN	1538	#213 GRAPHICS REPLACE	08/29/2022	75.00	100-30-63300 Vehicle Repairs & Maintenance
Total STRUCKN DESIGN:					800.00	
TAMMY VITE						
9237	TAMMY VITE	1004327	ROP BOND REFUND - 4900 N G	08/16/2022	500.00	100-23161-000 Road Opening Bonds
Total TAMMY VITE:					500.00	
TYLER TECHNOLOGIES, INC.						
2024	TYLER TECHNOLOGIES, INC.	060-113669	07/11/2022 JUNE 2022 BILLING -	07/11/2022	6,702.31	100-90-62150 Assessment Services
2024	TYLER TECHNOLOGIES, INC.	060-113750	ASSESSMENT SERVICES JULY	08/15/2022	2,391.95	100-90-62150 Assessment Services
2024	TYLER TECHNOLOGIES, INC.	060-113751	2022 REVALUATION AMOUNT T	08/08/2022	12,859.76	100-90-62150 Assessment Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total TYLER TECHNOLOGIES, INC.:					21,954.02	
VILLAGE OF MT. PLEASANT						
2082	VILLAGE OF MT. PLEASANT	0042039	04/22/2022 - JIMS GARAGE DO	08/15/2022	1,034.59	100-35-64240 Building Repairs & Maintenance
2082	VILLAGE OF MT. PLEASANT	0042039	03/31/2022 CALEDONIA UTILITY	08/15/2022	2,855.02	100-35-64140 Utilities
2082	VILLAGE OF MT. PLEASANT	0042039	03/01/2022 - 06/30/2022 ABSOR	08/15/2022	618.05	100-35-64100 Janitorial Supplies
2082	VILLAGE OF MT. PLEASANT	0042039	03/01/2022 - 04/06/2022 WHEEL	08/15/2022	759.43	100-35-64030 Office Supplies
2082	VILLAGE OF MT. PLEASANT	0042039	03/23/2022 & 4/5/2022 BAR HAN	08/15/2022	405.29	100-35-64070 Work Supplies
Total VILLAGE OF MT. PLEASANT:					5,672.38	
VON BRIESEN & ROPER SC						
2091	VON BRIESEN & ROPER SC	399533	ERIE STREET - JULY 31, 2022 (P	08/08/2022	6,375.00	415-00-61000 Professional Services
2091	VON BRIESEN & ROPER SC	399534	SOUTH HILLS PROJECT/TID 4 --	08/08/2022	2,040.00	414-00-61000 Professional Services
2091	VON BRIESEN & ROPER SC	399535	TID 4 - SPECIAL ASSESSMENT -	08/08/2022	802.50	414-00-61000 Professional Services
2091	VON BRIESEN & ROPER SC	399957	LABOR AND PERSONNEL (LEG	08/09/2022	63.00	100-90-61100 Legal Fees
Total VON BRIESEN & ROPER SC:					9,280.50	
WEST ALLIS BLUEPRINT						
2127	WEST ALLIS BLUEPRINT	164281	08/16/2022 CANNON SERVICE C	08/16/2022	162.65	100-43-62100 Contracted Services
Total WEST ALLIS BLUEPRINT:					162.65	
WISCONSIN SUPREME COURT						
2187	WISCONSIN SUPREME COURT	COURT CLER	2022 MUNICIPAL COURT CLERK	08/24/2022	40.00	235-00-51300 Education/Training/Conferences
Total WISCONSIN SUPREME COURT:					40.00	
Grand Totals:					870,009.53	

ORDINANCE NO. 2022-22

AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP ADOPTED UNDER SECTION 20-212 OF THE RACINE COUNTY CODE OF ORDINANCES AS ADOPTED BY THE VILLAGE OF CALEDONIA UNDER SECTION 16-1-1(A) OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE ±2.3 ACRES FROM B-2, COMMUNITY BUSINESS DISTRICT TO B-3 COMMERCIAL SERVICE DISTRICT FOR THE PROPERTY LOCATED AT 6207 DOUGLAS AVENUE, PARCEL ID NO. 104-04-23-18-187-000, VILLAGE OF CALEDONIA, RACINE COUNTY, JOHN ANDERSON, APPLICANT, ANDERSON INVESTMENT HOLDINGS 6207, OWNER.

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

- A. Request to rezone ±2.3 acres from B-2, Community Business District to B-3, Commercial Service District for the parcel located at 6207 Douglas Avenue, Village of Caledonia, Racine County, WI. John Anderson, Applicant, Anderson Investments Holdings 6207, Owner; Parcel No.: 104-04-23-18187-000, which is described on the attached **Exhibit A** is approved for the following reasons:
1. The parcel is currently developed and utilized for commercial purposes and rezoning the entire parcel to the B-3 District accurately reflects the use of the property.
 2. The proposed rezoning is in accord with the 2035 Land Use Plan designation as commercial for the subject property.
- B. That in order to update the zoning map adopted under Section 20-212 of the Racine County Code of Ordinances adopted by the Village of Caledonia under Section 16-1-1(a) of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;
- C. That the zoning map be, and hereby is, amended as follows:

The land comprising the rezone ±2.3 acres located at 6207 Douglas Avenue with Parcel ID No. 104-04-23-18-187-000, which is legally described on the attached **Exhibit A** shall be rezoned from B-2, Community Business District to B-3, Commercial Service District.

- D. That the Village Clerk shall cause the official Zoning Map of the Village of Caledonia to be amended to reflect the amendment to the zoning classification adopted herein.
- E. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

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

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs

Village President

Attest:

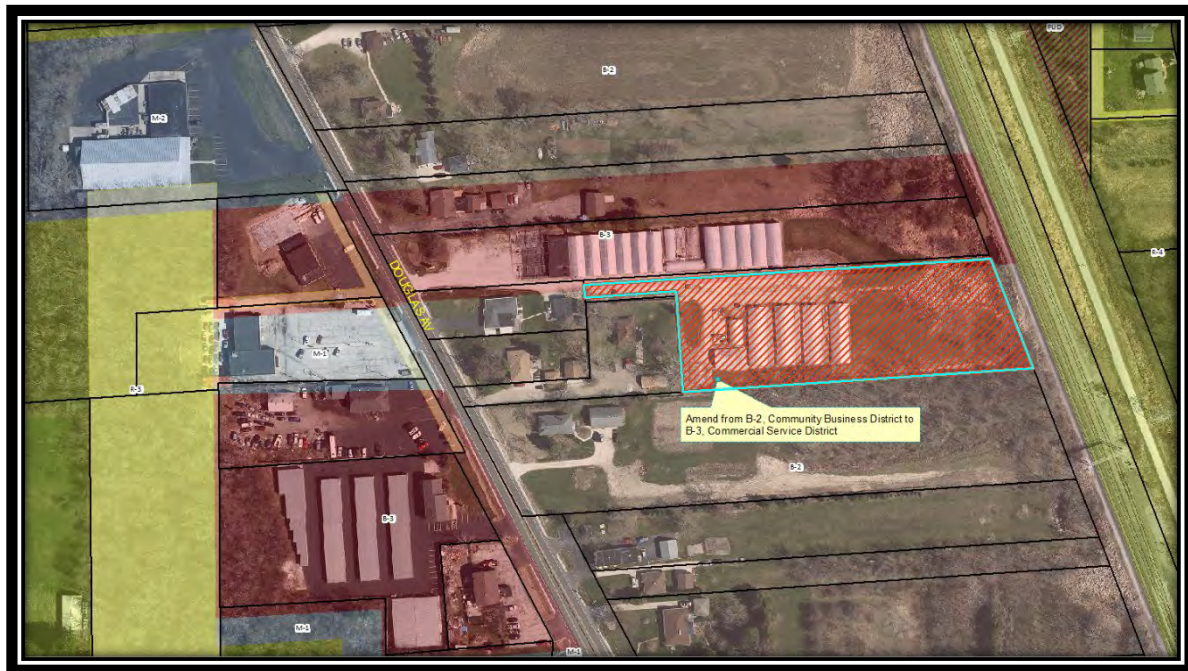
Joslyn Hoeffert

Village Clerk

Exhibit A:
Legal Description 6207 Douglas Avenue
Parcel ID No. 104-04-23-18-187-000

LEGAL DESCRIPTION

That part of the Southeast 1/4 of Section 18, Township 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin, described as follows: Commence at a point on the South line of said Section located S86°27'52"W, 953.73 feet from the Southeast corner of said Section, said point on the West line of the Chicago & Northwestern Railroad right-of-way; thence N21°15'28"W, 969.84 feet along said right-of-way to the point of beginning of this description; thence S86°09'12"W, 578.24 feet; thence N3°50'48"W, 165.00 feet; thence S86°09'12"W, 150.00 feet; thence N3°50'48"W, 27.98 feet; thence N86°20'32"E, 668.41 feet to the West line of said railroad right-of-way; thence S21°15'28"E, 199.94 feet along said right-of-way to the point of beginning. EXCEPTING THEREFROM that part conveyed in Quit Claim Deed recorded April 15, 2015 as Document No. 2404999. ALSO EXCEPTING THEREFROM land conveyed by deed recorded on March 28, 2022 under Document No. 2624654.



RESOLUTION NO. 2022-83

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST TO AMEND THE CONDITIONAL USE PERMIT ALLOWING FOR THE OPERATION OF A LANDSCAPE CONTRACTOR'S YARD WITH OUTDOOR STORAGE OF EQUIPMENT AND MATERIALS LOCATED AT 6207 DOUGLAS AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; JOHN ANDERSON, APPLICANT, ANDERSON INVESTMENT HOLDINGS 6207, OWNER

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

WHEREAS, John Anderson requested an amendment to the conditional use permit allowing for the operation of a landscape contractor's yard with outdoor storage of related equipment and materials at 6207 Douglas Avenue, Parcel ID No. 104-04-23-18-187-000, Village of Caledonia, Racine County, WI; and,

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

1. The parcel is currently developed and utilized for a commercial greenhouse and the proposed use is similar in nature.
2. The applicant will submit a building, site, and operations plan prior to the storage of equipment and materials on site.

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

Exhibit A
Conditions and Restrictions 6201 Douglas Avenue
Contractor's Yard with Outdoor Storage

Applicant: John Anderson (Anderson Investment Holdings 6207) Approved by Plan Commission: 8/29/2022
Property Address(es): 6201 Douglas Avenue Approved by Village Board: _____
Parcel ID No.: 104-04-23-18-187-000

1. LEGAL DESCRIPTION

LEGAL DESCRIPTION:

Parcel 1:

That part of the Southeast 1/4 of Section 16, Township 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin, described as follows: Commence at a point on the South line of said Section located S86°27'52"W, 953.73 feet from the Southeast corner of said Section, said point on the West line of the Chicago & Northwestern Railroad right-of-way; thence N21°15'28"W, 969.84 feet along said right-of-way to the point of beginning of this description; thence S86°09'12"W, 578.24 feet; thence N3°50'48"W, 165.00 feet; thence S86°09'12"W, 150.00 feet; thence N3°50'48"W, 27.98 feet; thence N86°20'32"E, 668.41 feet to the West line of said railroad right-of-way; thence S21°15'28"E, 199.94 feet along said right-of-way to the point of beginning. EXCEPTING THEREFROM that part conveyed in Quit Claim Deed recorded April 15, 2015 as Document No. 2404999. ALSO EXCEPTING THEREFROM land conveyed by deed recorded on March 28, 2022 under Document No. 2624654.

Parcel 2:

That part of the Southeast 1/4 of Section 16, Township 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin, bounded as follows: Commence at the Southeast corner of the Southeast 1/4 of said Section 16; run thence S86°39'31"W, 943.45 feet on the South line of said Southeast 1/4 to its point of intersection with the Westerly line of right-of-way for the Chicago and Northwestern Railroad Co.; thence N21°03'49"W, 1170.28 feet on said Westerly right-of-way to the point of beginning of this description; run thence S86°39'31"W, 966.85 feet on a line parallel with and 114.74 feet Northerly from as measured normal to, the South line of said Southeast 1/4 to a point on the centerline of State Trunk Highway 32; thence N27°49'15"W, 105.83 feet on the centerline of said State Highway 32; thence N86°29'31"E, 979.83 feet to a point on the Westerly line of right-of-way of Chicago and Northwestern Railroad Co.; thence S21°03'49"E, 101.40 feet on said Westerly line of right-of-way to the point of beginning of this description. Reserving therefrom the rights of the public in and to the roadway known as State Highway 32. EXCEPTING THEREFROM land conveyed by deed recorded on March 28, 2022 under Document No. 2624655.

Said Parcels containing 197,830 sq. ft./4.54 acres of land, more or less.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the Village of Caledonia Municipal Code are in effect and apply to this conditional use unless modified as set forth herein.
- B. The conditional use as set forth in the application, narrative, and concept site plans received August 5, 2022, are incorporated hereby by reference, and shall be modified to comply with these conditions and restrictions.
- C. A precise detailed site plan for the area affected by the conditional use, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) General Development Plan

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
- h) Location(s) and future expansion
- i) Number & type(s) of dwellings
- j) Number of garage & surface parking spaces
- k) Dimensions
- l) Setbacks
- m) Location(s) of loading berth(s)
- n) Location of sanitary sewer (existing & proposed)
- o) Location of water (existing & proposed)
- p) Location of storm sewer (existing & proposed)
- q) Location(s) of wetlands (field verified)
- r) Location(s) and details of sign(s)
- s) Location(s) and details of proposed fences/garages

Exhibit A
Conditions and Restrictions 6201 Douglas Avenue
Contractor's Yard with Outdoor Storage

2) Landscape Plan

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) Building Plan

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- c) Materials of construction (including colors)

4) Lighting Plan

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
 - d) Photometrics of proposed fixtures

5) Grading, Drainage and Stormwater Management Plan

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) Fire Protection

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

6) Fire Protection

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

- C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission and Village Board for their review and approval prior to the issuance of a building permit.
- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the Caledonia Utility District Board approval. The Utility District Board approval must be received prior to the issuance of any building permits.
- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of these properties.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to a commercial greenhouse with retail center, a landscape contractor's yard with outdoor storage of related equipment and materials, and those allowed in the B-3, Commercial Service District, and all applicable sections of the Municipal Code. Seasonal storage of recreational vehicles and trailers is prohibited.
- B. Solid waste collection and recycling shall be the responsibility of the applicant.
- C. Removal of snow from off-street parking areas, walks, public sidewalks, private roads, and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way.

4. PARKING AND ACCESS

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

Exhibit A

Conditions and Restrictions 6201 Douglas Avenue Contractor's Yard with Outdoor Storage

5. LIGHTING

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

6. SETBACKS

The external setbacks for the planned unit development setbacks shall be at least as follows:

	Street Setback	Rear Setback	Side Setback
Principal Structure	75 ft	25 ft	25 ft
Accessory Structure	25 ft	10 ft	10 ft
Parking	25 ft	10 ft	10 ft

7. TIME OF COMPLIANCE

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

8. OTHER REGULATIONS

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

9. STORMWATER

The applicant must contact the Village of Caledonia Stormwater Utility District regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.

10. FIRE DEPARTMENT APPROVAL

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

Exhibit A
Conditions and Restrictions 6201 Douglas Avenue
Contractor's Yard with Outdoor Storage

11. CALEDONIA SEWER AND WATER UTILITY DISTRICTS

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

12. SIGNAGE

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

13. NO ACCUMULATION OF REFUSE AND DEBRIS

Any fence, wall, hedge, yard, space, or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.

14. PROPERTY MAINTENANCE REQUIRED

A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining, and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning, and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved. All drives and parking areas shall be maintained in a dust free condition.

15. PERFORMANCE STANDARDS

The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia and any conditions established by subsequent Conditional Use Approvals.

16. 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.

17. 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.

Exhibit A
Conditions and Restrictions 6201 Douglas Avenue
Contractor's Yard with Outdoor Storage

18. REIMBURSE VILLAGE COSTS

Applicant shall reimburse the Village all costs incurred by the Village for review of this rezoning and Conditional Use approval including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.

19. AMENDMENTS TO THE CONDITIONAL USE

No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.

20. BINDING EFFECT

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

21. VIOLATIONS & PENALTIES

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

22. REVOCAION

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

23. AGREEMENT

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

24. SUBSEQUENT OWNERS

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

RESOLUTION NO. 2022-84

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE THE PRELIMINARY PLAT OF THE GLEN AT WATERS EDGE WHICH PROPOSES 30 SINGLE-FAMILY RESIDENTIAL LOTS AND 3 OUTLOTS ON PARCEL ID NOS. 104-04-23-16-021-000, 104-04-23-21-016-010, 104-04-23-21-016-000 & 104-04-23-21-021-000 SUBMITTED BY JOHN WAHLEN, APPLICANT, VILLAGE OF CALEDONIA, OWNER

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

WHEREAS, the applicant has submitted a Preliminary Plat for The Glen At Waters Edge to the Village for consideration. The proposed Preliminary Plat would create 30 lots from the existing parcels.

WHEREAS, after review of the Preliminary Plat of The Glen At Waters Edge, the Public Services Director created a Memo for the Village Plan Commission. The Public Services Director's Memo dated August 25, 2022, attached hereto as **Exhibit A**, recommended conditional approval of the Preliminary Plat.

WHEREAS, the Village Plan Commission on August 29, 2022 recommended conditional approval of the Preliminary Plat for The Glen At Waters Edge in accordance with the Public Services Director's Memo (**Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Preliminary Plat for The Glen At Waters Edge 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 in compliance with all applicable Village Ordinances.

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

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs
Village President

Attest: _____

Joslyn Hoeffert
Village Clerk

MEMORANDUM

Date: Thursday, August 25, 2022

To: Plan Commission

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



Re: The Glen At Waters Edge Preliminary Plat – SW ¼ Section 16 & NW ¼ Section 21 Range 23 East Town 4 North Parcel ID's 51-104-04-23-16-021-000, 51-104-04-23-21-016-000, 51-104-04-23-21-016-010, & 51-104-04-23-21-021-000

The Planning & Zoning Department and the Engineering Department have received a Preliminary Plat for The Glen At Waters Edge prepared by Grady L. Gosser R.L.S. of Trio Engineering, LLC, on behalf of Cornerstone Development of S.E. WI, LLC.

As background for the Plan Commission, the Village Board and Village Staff have been in discussion/negotiations with Cornerstone Development for the development of the Village owned parcels within TID #5. The Village Board entered into a Development Agreement with Cornerstone Development through Resolution 2022-73 which was approved on July 11, 2022.

The Glen At Waters Edge is located on the West side of Waters Edge at the future intersection of 5 Mile Road. This subdivision is located within the sanitary sewer & water service area and is for the creation of 30 single family lots, 3 Outlots, and the construction of 5 Mile Road from Waters Edge to the existing termini of 5 Mile Road, East of North Pointe Drive, and 3 cul de sacs yet to be named.

The Caledonia Land Use Plan indicates the parcels to be Medium Density Residential (6,200 square feet to 18,999 square feet). The Preliminary Plat for the subdivision has a range of lot sizes from 11,178 square feet to 22,506 square feet. The Preliminary Plat is consistent with the Village's Comprehensive Land Use Plan (2035 Land Use Plan). The 2035 Land Use Plan also indicates that there is Primary Environmental Corridor on the parcels. The Primary Environmental Corridor is shown, but will need to be confirmed as to the exact location by SEWRPC.

The Village Zoning Map indicates the parcels are Zoned R-3. The proposed Zoning for the Preliminary Plat is R-4. The Plan Commission and Village Board will be reviewing the Rezoning Application at the July Plan Commission Meeting. The Rezoning should be considered and approved prior to approval of the Preliminary Plat. The Preliminary Plat appears to be consistent with R-4 Zoning.

The Preliminary Plat is located in the Sanitary Sewer & Water Service Areas. Sanitary Sewer and Water Extension Plans will need to be submitted, reviewed, and approved by the Caledonia Utility District. A preliminary set of construction plans has been submitted for review. These preliminary plans will be reviewed and comments provided to the Developer when completed.

5 Mile Road is considered a principal throughfare. Typically, a principal throughfare would require a 90' Right of Way. With an Urban Arterial Road Cross Section from the Ordinance, a 70' Right of Way would be sufficient. The 70' Right of Way would also match the Right of Way width on 5 Mile Road in Lake Charles Estates (subdivision immediately to the West). A 70' Right of Way for 5 Mile Road should be granted.

The 3 proposed cul de sacs are considered local roads. 66' of Right of Way would be appropriate for the straight sections of the cul de sacs. The proposed cul de sacs have 75' Radii for the Right of Way. The Radii of the cul de sacs shall be 80'.

The Preliminary Plat will need to be revised to update the Right of Way as indicated above.

Cornerstone Development has also requested that a portion of the existing Right of Way of 5 Mile Road be vacated at Daily Double Lane. This request will be reviewed at a later date.

Access for the parcels shall be limited to 1 access per single family lot. There shall be 50' No Access restrictions placed at the intersection of all corner lots (Lots 8, 9, 14, 24, 25, & 30). There shall be No Access Restrictions placed along 5 Mile Road on the lots with secondary frontage on 5 Mile Road (Lots 9, 14, 24, 25, & 30. Lot 8 shall be allowed access to 5 Mile Road due to insufficient frontage on Daily Double Lane.). There also shall be No Access Restrictions placed along Waters Edge (Lots 13 & 14).

In addition to No Access Restrictions there also will need to be 25' x 25' Vision Triangle Easements placed at the intersections of all corner lots (Lots 8, 9, 14, 24, 25, & 30). The detail provided will need to be adjusted as necessary and the easements will need to be shown on the lots.

The drainage of the lots within the Preliminary Plat according to the Master Drainage Plan, show 2 separate watersheds (M-14-2 & M-14-3). The Northern drainage basin predominately drains East to the Drainage Way located in Outlot 3, then to the road culvert under Waters Edge (M-14-2). The Southern drainage basin predominately drains East to Waters Edge then North to the same road culvert (M-14-3). A Storm Water Management Plan will need to be submitted, reviewed, and approved by the Caledonia Utility District. A preliminary Storm Water Management Plan has been submitted for review. This preliminary plan will be reviewed and comments provided to the Developer when completed. The Preliminary Plat has indicated that a Storm Water Management Pond will be installed in Outlot 2.

In looking at the Wisconsin DNR Surface Water Data Viewer, there are mapped wetlands shown along the drainage way in Outlot 3. The Surface Water Data Viewer also indicates hydric soils on the majority of the property. A Wetland Delineation has been done on this property by OTIE and confirmed by the DNR in June 2022. Wetlands are shown on the Preliminary Plat.

The Engineering Department has reviewed the Preliminary Plat and recommend approval of the Preliminary Plat of The Glen At Waters Edge subject to the following conditions:

Move to approve the Preliminary Plat of The Glen At Waters Edge subject to the following:

- **The execution of a Pre-Development Agreement and Deposit of \$3,000.00.**

- **Correct the Road name from Erie Street to Waters Edge.**
- **Add Names for Cul De Sacs.**
- **Addition of the Owner of the Parcels. Include name, address, and telephone number.**
- **Addition of all platted Right of Ways within 300' of the Plat (Silent Sunday Court, North Pointe Drive & Waters Edge).**
- **Addition of all public and private easements within 300' of the Plat.**
- **Provide ownership information for lots within 100' of the Plat.**
- **Designate areas of slopes greater than 12%.**
- **Note if there are any Burial, Historical, or Cultural Resources on the property.**
- **A legal description of the parcels.**
- **Provide Density calculations for the Plat.**
- **Primary Environmental Corridor will need to be confirmed by SEWRPC.**
- **Wetland Buffers/Setbacks and uses are shown as necessary. Add Notes describing the maintenance (e.g., No Mow) of the Wetland Buffer. Also add Notes as necessary for what uses can be done in wetland buffers.**
- **Adjust Lot 17 to remove Primary Environmental Corridor from the Lot.**
- **The Right of Way width of 5 Mile Road shall be 70'.**
- **The Right of Way for the local streets shall be 66'. Radii for the cul de sacs shall be 80'.**
- **Adjust the road widths for 5 Mile Road and the 3 cul de sacs to the required widths by the Ordinance. (Urban Arterial Road & Urban Cul de sac)**
- **Addition of a Note for all parcels being limited to 1 access.**
- **50' No Access Restrictions placed on the lots at the intersections (Lots 8, 9, 14, 24, 25, & 30).**
- **No Access Restrictions placed along 5 Mile Road on lots with secondary frontage on 5 Mile Road (Lots 9, 14, 24, 25, & 30. Lot 8 shall be allowed access to 5 Mile Road due to insufficient frontage on Daily Double Lane.).**
- **No Access Restrictions placed on Waters Edge (Lots 13 & 14).**
- **25' x 25' Vision Triangle Easements placed on the lots at the intersections (Lots 8, 9, 14, 24, 25, & 30). Adjustment of the detail for Vision Corner Easement for distance and that there shall be nothing grown, stored, or erected to a height more than 6" above the ground surface.**
- **Addition of a note for Outlot 2 being used for Storm Water purposes and being a Storm Water Easement. In addition, this will require a separate Storm Water Easement to be recorded to cover liability, maintenance, and a maintenance schedule.**
- **The granting of a 12' Drainage & Utility Easement along the exterior boundary of the subdivision. This will not be required along Outlot 1 or Outlot 3.**
- **Will need to add Utility Easements to the Plat when Utility layouts have been completed.**
- **Add Note on the Plat for restricting trees, plantings, buildings, berms, fences, etc. in easement areas and Right of Ways.**
- **Review and approval of Sanitary Sewer, Watermain, and a Storm Water Management Plan by the Caledonia Utility District.**

- **Review and approval of the Site Grading & Drainage Plans by the Engineering Department, Caledonia Utility District and Village Board.**
- **Add Note on the Plat that Driveways shall not have a centerline slope steeper than 6%.**
- **Add Note on the Plat that “Lots have been filled greater than 3 feet and may require additional courses in the foundations to reach suitable soil. Will need to provide a soil compaction certification for the areas of greater than 3 feet of fill.”**
- **Review and approval of Road Construction Plans by the Engineering Department and the Village Board.**
- **The execution of a Development Agreement with appropriate securities for the infrastructure required for the site at time of the Final Plat.**
- **Prior to construction of any infrastructure or earthmoving activities the Developer shall obtain a Land Disturbance Permit from the Village of Caledonia and any other Permits as required from the State and County (i.e. DNR NOI).**
- **All infrastructure shall be inspected during installation by Village/Utility District inspectors/observers.**
- **Final Asbuilts for all infrastructure shall be prepared, submitted, reviewed and approved prior to the release of any Building Permits.**
- **All comments from Village Department Heads, Committees and Commissions addressed as necessary.**
- **The Glen At Waters Edge subdivision must conform to all Ordinances in Titles 9, 14, & 18 as necessary.**

Date Received: _____

Preliminary Plat Application

Applicability: Chapter 3 of Title 14 governs land divisions of a parcel of 3 acres or more where the land division creates 5 or more new parcels, building sites, or condominium units by successive division within a 5 year period. This Checklist is a guide for the development of Conservation Subdivisions within the Village and does not waive any requirements of the Ordinance itself. The subdivision regulations can be obtained from the Village Clerk, in hard copy at the Village Hall or electronically via email at kpope@caledonia-wi.gov or at the Village's website at www.caledonia-wi.gov. The Village Clerk can be reached by phone at 262-835-6415. This application shall be submitted with the Preliminary Plat and reviewed by the Engineering Department at the time of submittal. A Preliminary Plat shall not be submitted and/or reviewed unless the Subdivider has completed the Concept Subdivision Application and Conference Process (see Concept Subdivision Application). All information shall be submitted in hard copy and on disk.

Information Required from Subdivider

NAME OF SUBDIVISION: THE GLEN AT WATERS EDGE

Property Location/Address: WATERS EDGE / FIVE MILE ROAD / ERIE STREE

Subdivider: THE GLEN AT WATERS EDGE, LLC Phone: (262) 932-4188

Address: N63W23849 MAIN ST City: SUSSEX State: WI Zip: 53089

Property Owner (if different from Subdivider): VILLAGE OF CALEDONIA

Address: _____ City: _____ State: _____ Zip: _____

Surveyor: TRIO ENGINEERING Phone: (262) 790-1480

Subdivider's Engineer: TRIO ENGINEERING Phone: (262) 790-1480

PROPERTY SPECIFICS:

Current Zoning of Property: R3 SUBURBAN RESIDENTIAL

Proposed Zoning of Property: R4 URBAN RESIDENTIAL

Density Factor According to Village's Land Use Plan: _____

Circle One: Sewered Unsewered Reserved Sewer/Water Area

Base Development Yield Per Plan Commission Initial Application/Concept Plan Review: _____

Tax Parcel ID Number: 104042316021000 / 104042321016000 / 104042321021000

(The following to be completed by Village Engineering Department)

Initial Application/Concept Plan: Yes No

Has the Subdivider had an Initial Application/Concept Plan reviewed and discussed by the Engineering Department and Plan Commission?

Date of Plan Commission Initial Review Meeting: _____

Notice to Property Owners:

Yes No Has Subdivider provided a list of property owners within 300 feet of proposed land division on disk, hard copy and mailing labels?

MAILING LABELS INCLUDED

Received by: _____ Date: _____

***The following checklist to be completed by the Subdivider and verified by Village Engineer.
Village Engineer will provide response to Subdivider.***

Instructions: Complete Checklist using the following code: Y – Yes; N – No; N/A – Not Applicable. Make notes for Village Engineer's review where necessary.

Preliminary Plat: Has the Subdivider:

- Submitted a preliminary plat that was prepared by a licensed land surveyor or engineer at a convenient scale not less than one (1) inch equals one hundred (100) feet?
- Prepared the preliminary plat in accordance with applicable state statutes, the Racine County Code of Ordinances and the Village's Ordinance? More than one (1) sheet may be used to present the information required in this section:

A. Requirements. Does the preliminary plat meet the following requirements:

1. **Name of Proposed Subdivision:** THE GLEN AT WATERS EDGE

- The proposed name of the subdivision shall not duplicate or be alike in pronunciation of the name of any plat previously recorded in the County.

Notes: TRIO ENGINEERING IS THE PROJECT ENGINEER AND SURVEYOR.

2. **Project Ownership and Development Information.** Does the preliminary plat contain:

- a. The name, address, and telephone number of the legal owner of the Parent Parcel and, if applicable, agent of the property. _____
- b. The name, address, and telephone number of the professional person(s) responsible for subdivision design, for the design of public improvements, and for surveys.

c. Date of preparation. _____

Notes:

3. **Existing Site Conditions.** Has the Subdivider filed a property survey map with the Plat that contains the following information?

- a. Boundary line of the proposed site and all property to be subdivided. Include all contiguous land owned or controlled by the Subdivider.
- b. Location, width, and names of all existing platted streets and rights-of-way to a distance of 300 feet beyond the site.
- c. Show the type, width and condition of street improvements; railroad or major utility rights-of-way, parks and other public open spaces, location and widths of existing snowmobile or other recreation trails; and permanent buildings and structures to a distance of 300 feet beyond the site, if any.
- d. Location, widths, and names of all existing public and private easements to a distance of 300 feet beyond the site.

- e. Identify by name and ownership boundary lines of all adjoining lands within 100 feet of the proposed plat.
- f. Topographic data including contours at vertical intervals of not more than 2 feet. Elevation values shall be based on the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Datum of 1988 (NAVD 88) or future adjustments to NAVD 88 as defined by the National Geodetic Survey, if applicable for that parcel, and should also be so noted on the plat.
- g. Significant natural resource features on the site, including: jurisdictional wetlands, floodplains, watercourses, existing wooded areas, slopes of 12% or greater, drainage ways, rare, threatened and endangered species, all environmental corridors as mapped by the Southeastern Wisconsin Regional Planning Commission, and other natural resource features, views and other prominent visual features. If the property contains slopes of any kind, the Subdivider should verify the percentage of the slopes on the property by having an actual survey of the property completed and a copy of such survey should be provided to the Village Engineer.
- h. Burial sites categorized under Wis. Stats. Section 157.70, Indian mounds, national and state register listed properties, and locally designated historic properties.
- i. Existing soil classifications including identification of poor, hydric soils.
- j. Legal description of the property.
- k. Existing zoning classifications for land in and abutting the subdivision.
- l. Total acreage of the proposed site.
- m. Provide graphic scale, north arrow, and date.
- n. Conservation Easements.
- o. Restoration zones, including association land included in native landscaping, buffers, and drainage easements.

Notes: REZONING EXHIBIT IS INCLUDED.

4. Subdivision Design Features. The preliminary plat must provide the following information:

- a. Layout of proposed streets, showing right-of-way widths, pedestrian walkways, types of improvements, street surface widths, and proposed street names.
- b. Locations and type of proposed public easements (i.e. drainage, utility, pedestrian, public access to waterways, etc.); and all Conservation Easements.
- c. Layout of proposed blocks and lots within the plat.
- d. Basic data regarding proposed and existing (if applicable) lots and blocks, including numbers, dimensions, area.
- e. Minimum front, side and rear yard building setback lines for all lots.
- f. Indication of the use of any lot.

- g. Location and size of all proposed and existing sanitary sewer lines and water mains, proposed community sewer and water system, or individual on-site septic systems and potable water sources.
- h. Location and size of all proposed and existing storms sewers (lines, drain inlets, manholes), culverts, retention ponds, swales, infiltration practices and areas, and other stormwater facilities within the plat and to a distance of 100 feet beyond the site.
- i. Open space areas, other than pedestrian ways and utility easements, intended to be dedicated or reserved for public use, including the size of such area or areas in acres. Provide information on the conditions, if any, of the dedication or reservation.
- j. Proposed preservation, if any, of historical buildings and structures.
- k. Development Envelopes showing areas for grading, lawns, pavement and buildings.
- l. Stewardship Plan and management plan for restoration and long-term management of the open space areas. *IT IS OUR UNDERSTANDING THAT THIS IS NOT REQUIRED.*

Notes:

5. Preliminary Construction Plans. Has the Subdivider provided the following information on one or more sheets?

- a. A Plan and Profile with proposed street centerline profile grades, showing the existing and proposed profile grade lines. *DON'T HAVE PLAN AND PROFILE SHEETS YET, BUT THE OVERALL PRELIMINARY SYSTEM PLAN IS INCLUDED.*
- b. A Grading and Erosion Control Plan showing the existing and proposed grades, drainage patterns, and stormwater facilities. The plan shall show the location and extent of grading activities in and adjacent to the plat, overall area of the site in acres, total impervious surface area of project, total pervious area, stockpile locations, erosion and sediment control facilities, and a schedule for erosion and sediment control practices, including site specific requirements to prevent erosion at the source. Major trees to be preserved, with a diameter of four (4) inches or more measured twelve (12) inches above ground level, shall be shown on the preliminary grading and erosion control plan. Adequate measures for protecting major trees shall be shown on the plan.
- c. Provisions for sewage disposal, water supply, stormwater management, and flood control.

Notes: *PRELIMINARY STORM WATER MANAGEMENT REPORT ALSO INCLUDED.*

6. Easements. Has the Subdivider provided for the following easements?

- a. An easement across the rear twelve (12) feet of each lot abutting upon a lot in the same plat subjected to a similar easement, making in all an easement of twenty-four (24) feet. The easement shall be established for the installation of all public utilities. In the event such lot does not abut upon a lot subjected to a similar easement, such non-abutting lot shall be subject to an easement of at least twelve (12) feet in width for the same purposes as hereinbefore set forth. In the event compliance with this requirement is not practicable in the opinion of the Village Board, the Village Board may waive the requirements herein provided.

- b. The Subdivider shall dedicate such other lands or grant such other easements as the Village Board determines to be reasonably required in accord with the Wisconsin Statutes, to provide for public utilities and public uses and needs with respect to such subdivision development.

Notes: OUTLOT 3 FOR PUBLIC PARK

(The following to be completed by Village Engineer.)

Review of Preliminary Plat: The following is a guide of what you can expect from the review process for the Preliminary Plat. Questions should be directed to the Engineering Department.¹

- 1. Review for Completeness.** The Engineering Department shall determine whether the Preliminary Plat is complete using the Ordinance and completing the checklist. If the Plat or supporting information is not complete, the Engineering Department will contact you and request in writing the additional required information. The Department will not take action on an incomplete application.

Review Completed by (Village Engineer Initials): _____ Date: _____
Other Action Taken: _____

- 2. Referral.** Administrative staff and utility commission reviews. The Engineering Department shall provide copies of the preliminary plat to Village department heads, to the appropriate objecting agencies under Wis. Stats. section 236.12, and to the appropriate utilities for their review and comment. The Village staff and utility comments will be forwarded to the Village Plan Commission and Village Board for consideration during the review process.

Referred To:

Police Date: _____
Fire Date: _____
Highway Date: _____
Parks Date: _____
Utility Date: _____
Planning Date: _____

Comments Received From:

Police Date: _____
Fire Date: _____
Highway Date: _____
Parks Date: _____
Utility Date: _____
Planning Date: _____

- 3. Village Plan Commission Review and Informational Meeting.** The Village Clerk shall give notice of the Plan Commission's review of the preliminary plat by listing it as an agenda item in the Plan Commission's meeting notice. The notice shall include the name of the applicant, the address of the property in question, and the requested action. Property owners within 300 feet of the proposed land division shall receive written notice of the Plan Commission's review. The Subdivider shall mail this notice, including date, location, time and agenda and provide an Affidavit of Mailing to the Village Engineer prior to the meeting. The cost for such written notice shall be borne by the Subdivider. The Village Clerk may schedule an informational meeting on the preliminary plat. If the Village does schedule an informational meeting, notice shall be provided under the same parameters as notice for the Plan Commission's review. The cost for such written notice shall be borne by the Subdivider.

Village Plan Commission Review Date: _____

Notice to Property Owners of Plan Commission Review Date Mailed: _____ Initials: _____

Was there an Informational Meeting Held? Yes No

If Yes, Date Notice to Property Owners Mailed: _____ Initials: _____

- 4. Plan Commission Recommendation.** After review of the preliminary plat and discussion with the Subdivider as to changes and the kind and extent of public improvements that will be required, the Plan Commission shall recommend to the Village Board disapproval, approval, or conditional approval of the preliminary plat within 60 days of the filing date.

Plan Commission Recommendation: _____ Date: _____

5. **Board Action.** After receipt of the Village Plan Commission's recommendation, the Village Board shall, within 90 days of the date the preliminary plat was filed with the Engineering Department, approve conditionally, or reject such preliminary plat and shall state, in writing, conditions of approval or reasons for rejection. Unless the time is extended by agreement with the Subdivider, failure of the Village Board to act within 90 days or extension thereof shall constitute an approval of the preliminary plat, unless other authorized agencies object to the plat. The Plan Commission shall communicate to the Subdivider the action of the Village Board. If the preliminary plat is approved, the Engineering Department shall endorse it for the Village Board.

6. **Effect of Approval.** Approval of a preliminary plat shall be valid for twenty-four months from the date of approval or conditional approval. Subject to section 236.11(1)(b), Wis. Stats., approval or conditional approval of a preliminary plat shall not constitute automatic approval of the final plat. The preliminary plat shall be deemed an expression of approval or conditional approval of the layout submitted as a guide to the preparation of the final plat, which will be subject to further consideration by the Plan Commission and Village Board at the time of its submission.

7. **Amendment.** If the Subdivider desires to amend the preliminary plat as approved, the Subdivider may resubmit the amended plat, unless the amendment is, in the opinion of the Village Board, of such scope as to constitute a new plat, in which case it shall be refiled. The Village reserves the right to require an additional fee where, in the opinion of the Village Board, such amendment requires significant additional Village resources.

Date of Village Board Action: _____

Village Board Action (Circle One): Disapproval Approval Conditional Approval

Conditions Attached? Yes No

Date Village Board Action Communicated to Subdivider: _____

Completed By and Date: _____

PRELIMINARY PLAT OF THE GLEN AT WATERS EDGE

ALL THAT PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, ALL IN TOWN 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.



4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: ggosser@trioeng.com

PROJECT:
THE GLEN AT WATERS EDGE
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF CALEDONIA, WISCONSIN
BY: CORNERSTONE DEVELOPMENT

REVISION HISTORY	
DATE	DESCRIPTION

DEVELOPER:
CORNERSTONE DEVELOPMENT OF S.E. WI, LLC
N63 W23849 MAIN STREET
SUSSEX, WI 53089
PHONE: (262) 932-4188

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

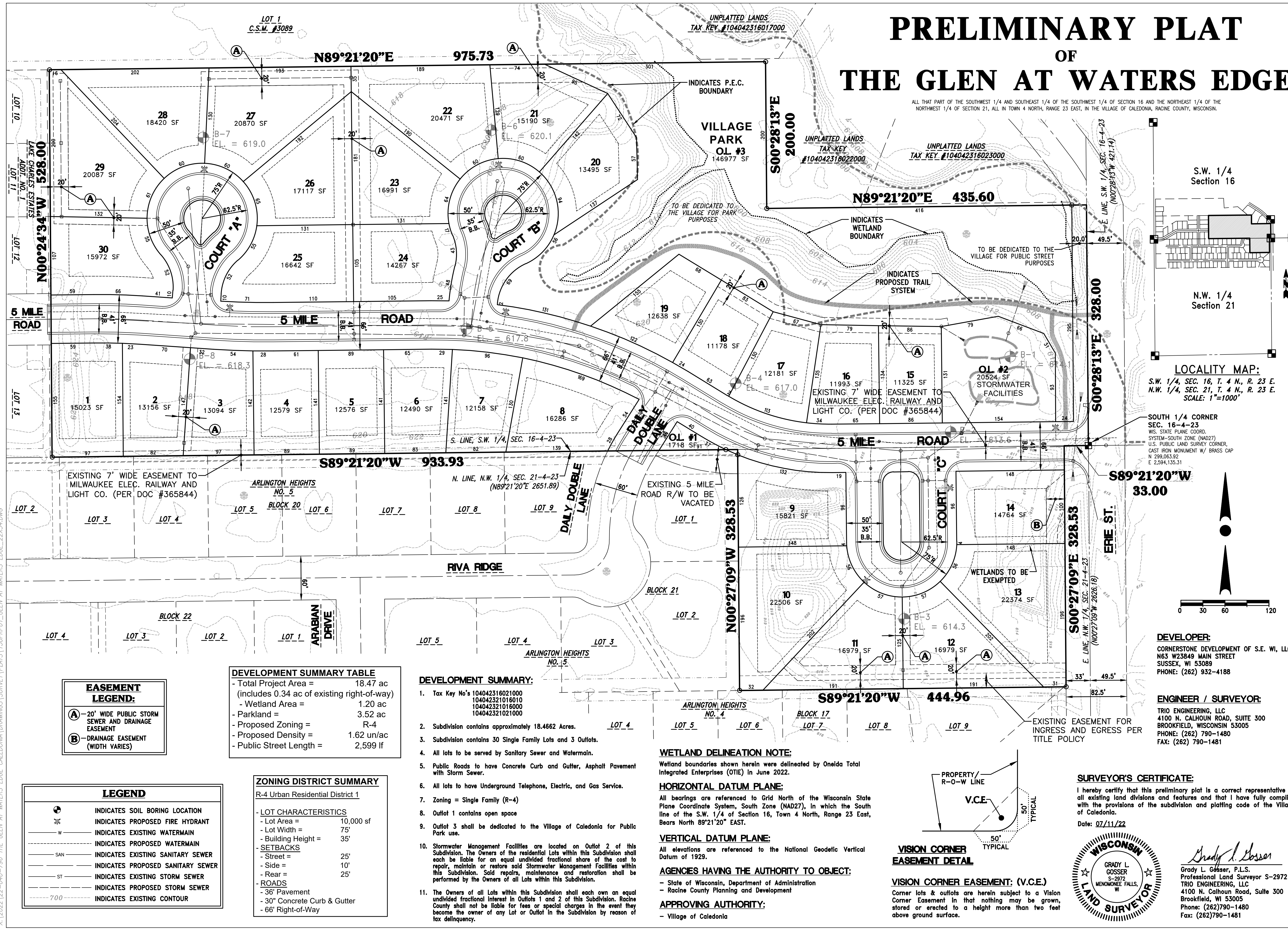
DATE:
JULY 11, 2022

JOB NUMBER:
22-040-796

DESCRIPTION:
PRELIMINARY PLAT

SHEET

1 OF 1



EASEMENT LEGEND:

- (A) - 20' WIDE PUBLIC STORM SEWER AND DRAINAGE EASEMENT
- (B) - DRAINAGE EASEMENT (WIDTH VARIES)

DEVELOPMENT SUMMARY TABLE

- Total Project Area = 18.47 ac (includes 0.34 ac of existing right-of-way)
- Wetland Area = 1.20 ac
- Parkland = 3.52 ac
- Proposed Zoning = R-4
- Proposed Density = 1.62 un/ac
- Public Street Length = 2,599 lf

- DEVELOPMENT SUMMARY:**
- Tax Key No's 104042316021000, 104042321016010, 104042321016000, 104042321021000
 - Subdivision contains approximately 18.4662 Acres.
 - Subdivision contains 30 Single Family Lots and 3 Outlots.
 - All lots to be served by Sanitary Sewer and Watermain.
 - Public Roads to have Concrete Curb and Gutter, Asphalt Pavement with Storm Sewer.
 - All lots to have Underground Telephone, Electric, and Gas Service.
 - Zoning = Single Family (R-4)
 - Outlot 1 contains open space
 - Outlot 3 shall be dedicated to the Village of Caledonia for Public Park use.
 - Stormwater Management Facilities are located on Outlot 2 of this Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
 - The Owners of all Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1 and 2 of this Subdivision. Racine County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.

WETLAND DELINEATION NOTE:
Wetland boundaries shown herein were delineated by Oneida Total Integrated Enterprises (OTIE) in June 2022.

HORIZONTAL DATUM PLANE:
All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD27), in which the South line of the S.W. 1/4 of Section 16, Town 4 North, Range 23 East, Bears North 89°21'20" EAST.

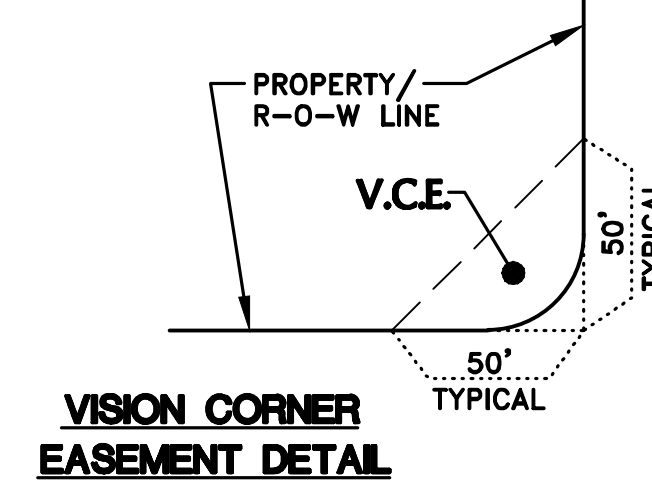
VERTICAL DATUM PLANE:
All elevations are referenced to the National Geodetic Vertical Datum of 1929.

AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Department of Administration
- Racine County Planning and Development

APPROVING AUTHORITY:

- Village of Caledonia



SURVEYOR'S CERTIFICATE:

I hereby certify that this preliminary plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the subdivision and platting code of the Village of Caledonia.

Date: 07/11/22



Grady L. Gosser
Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
Phone: (262)790-1480
Fax: (262)790-1481

X:\2022\22-040-796 THE GLEN AT WATERS EDGE CALEDONIA\DRAWINGS\SURVEY\PLATS\150PRP01_GLEN AT WATERS EDGE_22X34.DWG

RESOLUTION NO. 2022-85

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO
APPROVE A DEVELOPMENT AGREEMENT FOR A
19 LOT EXPANSION OF BLUFFSIDE SUBDIVISION;
BLUFFSIDE ESTATES, LLC, OWNER / NANCY WASHBURN, AGENT**

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

WHEREAS, the Village has previously approved, subject to conditions, the final plat of a 19-lot 3-outlot expansion of the Bluffside Subdivision which requires the developer enter into a development agreement before improving the properties

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Development Agreement between the Village of Caledonia, Village of Caledonia Sewer Utility District, Village of Caledonia Water Utility District, Tri City National Bank, Earth X, LLC, and Bluffside Estates, LLC. as set forth in **Exhibit A** attached hereto and incorporated herein (the “Development Agreement”), is hereby authorized and approved subject to final approval by the Village Public Services Director and Village Attorney, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Development Agreement.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

DEVELOPMENT AGREEMENT

19 LOT EXPANSION OF BLUFFSIDE

THIS DEVELOPMENT AGREEMENT, (the “Agreement”), effective as of the date last executed by any Party hereto, is made and entered into by and between **BLUFFSIDE ESTATES, LLC**, a Wisconsin Limited Liability Company, (the “Developer”), its successors and assigns, **TRI CITY NATIONAL BANK**, a Wisconsin financial institution, its successors and assigns, (the “Mortgagee”), the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the “Village”), the **VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT** and **THE VILLAGE OF CALEDONIA WATER UTILITY DISTRICT**, being the utility districts established by the Village of Caledonia under the laws of the State of Wisconsin (herein jointly and severally referred to as the “Utility District” and/or “District” although more than one), and **EARTH X, LLC**, being a Wisconsin Corporation (the “Contractor”) (Developer, Mortgagee, Village, Utility District and Contractor are collectively referred to as “the Parties”);

INTRODUCTION

A. The Village is located in Racine County, Wisconsin. The Utility District (through the respective two utility districts noted above) owns and operates the District System.

B. Developer is the sole record title owner of the 19 parcels and 3 outlots of real property platted in the “Bluffside” subdivision (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, and which is legally described and depicted on the attached **Exhibit A**.

C. The Village has previously approved, subject to conditions, the final plat of “Bluffside,” being a subdivision that includes the Property (“the Subdivision”), including compliance with the ordinances of the Village, which require that the Developer enter into a suitable contract with the Village relative to the

construction of water main, sanitary sewer laterals to the lot line and stormwater management facilities and other improvements on the Property.

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

E. Once constructed by the Contractor and upon acceptance by the Village and the District, the ownership of the Subdivision System will then be transferred and conveyed by formal action to the Village and the District which may be by Resolution or motion and become a part of the municipal District System.

F. The ordinances of the Village allow and permit the Developer to directly contract with the Contractor to build and construct the Subdivision System and the Storm Water Utilities (hereinafter collectively referred to as the "Construction Project"), provided that the Construction Project is undertaken and done pursuant to the terms and provisions of this Agreement. The above-named parties are entering into this Agreement for such purposes, and for such other purposes as set forth in this Agreement.

G. Any and all applications, the pre-development agreement, and accompanying plans, schedules, exhibits, and other documents filed with the Village with regard to the Project are incorporated by reference herein, as modified by any written or formal approvals of the Village and Utility District.

H. The Mortgagee will hold a mortgage interest in the Property and joins as a party to this Agreement solely for purposes of agreeing that this Agreement shall survive any foreclosure of the Mortgagee's mortgage.

I. This infill project of the Subdivision is comprised of 19 lots and 3 outlots and does not include any other phases or lots in the Subdivision.

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

Improvements, hereinafter defined.

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

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

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

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

2. **Definitions.**

District System shall mean the Village’s existing municipal sanitary sewerage system and the new municipal water system operated by the Utility District.

Public Improvements shall mean all public improvements to be constructed on the Property pursuant to this Agreement and in accordance with the Plans, including grading, erosion control, drainage and all requisite public improvements, Storm Water Utilities and the Subdivision System.

Public Roads shall mean all public rights-of-way to be built or patched on the Property,

Property shall mean this final 19 lot infill project of Bluffside Subdivision as set forth on

Exhibit A.

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

Subdivision System shall mean the sanitary sewerage laterals to the property line and the watermain system in the Subdivision to be constructed on the Property under this Agreement and in accordance with the Plans.

3. **Consent of the Village and District.** The Village and District hereby grant permission to the Developer and the Contractor to undertake and do the Construction Project for the Property as a private project on private property (as opposed to a Village/District project requiring compliance with the public bidding statutes), with the addition of certain public improvements: running laterals and patching roads disturbed during the construction of laterals and water mains in the Village's right-of-way.

4. **Construction Project.** The construction of Public Improvements on the Property shall be undertaken and done by Contractor, and Developer shall be solely responsible for the payment of all costs and expenses for the construction of the Public Improvements on the Property. The Contractor and Developer expressly understand and agree that the Village and the District will not be liable or responsible in any manner for any of the said costs and expenses of the construction of the Public Improvements on the Property.

5. **Code of Ordinances Incorporated.** The Code of Ordinances of the Village, as amended from time-to-time, is hereby incorporated into this Agreement, and Developer and Contractor agree to perform all of the obligations imposed upon Developer and/or Contractor by the terms and provisions of such ordinances, as applicable. Without limitation, Developer specifically acknowledges that it must pay all applicable fees, which include, but are not limited to, applicable impact fees, land division fees, and others. Notwithstanding the foregoing, impact fees for the construction of an individual home on the Property shall be paid at the time a building permit for the construction of said home is obtained.

6. **Public Improvements: Dedication, Construction. Guaranty Period.**

(a) **Property Improvements Generally.** Developer shall prepare, at its expense and per applicable Village ordinances and the requirements of this Agreement, complete plans for construction of the Property's Public Improvements, including Plans for the Subdivision System as further described under Section 7 of this Agreement, and Storm Water Utilities as shown on the approved **Exhibit A** to this Agreement. The Village and the Utility District have previously approved the plans for the Public Improvements prepared by Pinnacle Engineering, Inc. and dated and stamped by a professional engineer on July 20th, 2022 which are incorporated herein by reference (the "Plans"). The design and Plans of the Public Improvements, Subdivision System and Storm Water Utilities shall conform to the Village's minimum standards for public utilities then in effect unless otherwise agreed to in writing by the Developer and the Village, and such plans and specifications shall be submitted to and approved by the Village. In the event of any conflict between the minimum design standards in the Village's Code of Ordinances and the requirements of this Agreement, the more restrictive shall control except as expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of the Public Improvements.

(b) **Storm Water Utilities and Subdivision System Construction.** Developer's design engineer shall stake the location of the Storm Water Utilities and Subdivision System prior to construction. Developer shall be responsible for constructing the Storm Water Utilities and Subdivision System at Developer's expense and per the approved Plans. Developer's construction work shall be subject to inspection by the Village, or the Village's designee. Developer shall construct the Storm Water Utilities and the Subdivision System utilizing granular backfill, as set forth in the approved Plans and as required by Village ordinances. The recorded Subdivision Plat is conditioned upon (i) the Village's acceptance of the Subdivision's Public Improvements, (ii) the Property (and the lots therein) being serviced with public sewer

and water services by the Utility District, and (iii) the Developer entering into agreements to grant the Utility District, as appropriate, all easements, if applicable and deemed necessary for the furnishing of public sewer and water services to the lots in said Property.

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

(c) **Public Roadway Patching.**

After installation, completion, inspection and approval of the improvements being installed in the existing public roadway, the Developer shall patch the roadway in accordance with approved plans and with necessary Village approval. The roadway patching shall be guaranteed by the Developer for a period of 15 months from the date of acceptance of the improvements contemplated under this agreement in accordance with Section 9(b) of this Agreement.

(d) **Water Main And Lateral Right Of Recovery.**

The Developer is installing at its expense watermain to serve the new 19 lots being platted in accordance with approved plans and specifications. The watermain shall run past existing properties currently being served by wells. The Village determined that there would be no assessment against the existing properties upon which the new watermain will front. However, in the event an owner would like to or at is required per Village ordinance to connect to the new watermain within 10 years of public water first becoming available, the Developer shall be reimbursed for a proportionate cost of the watermain and lateral to that property. The Village will seek to impose a deferred special assessment for a proportional cost of the watermain and lateral against the properties who may seek to connect in the future to the new watermain as a benefitted

property triggering payment required at the time hookup is requested or required to such watermain and lateral from the Village in accordance with the Village's assessment policies, Code of Ordinances and applicable Wisconsin Statutes. When/if collected during such time period, those funds would be paid to the Developer by the Village.

7. **Subdivision System Construction Project.**

(a) **Approval of Construction Project Plans.** Prior to any work being done on the Construction Project, (i) the Developer shall first obtain the written approval from the District's engineers of all of the specifications, drawings, blueprints, diagrams and plans for the Construction Project (hereinafter collectively referred to as the "Plans"), and (ii) the Contractor shall first have a Pre-construction meeting with the District's engineers regarding the Construction Project. The Plans shall be of a type and format, and have such content, as the District's engineers may require. Additionally, the Plans shall also be submitted to the District's engineers in an electronic format approved by the District's engineers. Developer and Contractor expressly understand and agree that, in the event the Developer does elect to undertake and do the Construction Project, the Subdivision System shall then be constructed and done in strict compliance with the Plans approved by the District's engineers.

(b) **Full Inspections.** The Construction Project shall be inspected by the District's engineers, and all costs of such inspections shall be paid for by Developer. The Contractor shall provide to the District its work schedule (the "Work Schedule") for the Construction Project prior to any work on the Construction Project being undertaken. The Work Schedule shall (i) specify the times, dates and type of work to be performed, and (ii) have a format and content satisfactory to the District's engineers. The Work Schedule shall not be increased or expanded in time or scope of work without first providing the District's engineers with at least 48 hours prior written notice of such changes to the Work Schedule. Developer and Contractor understand that it is the intent of the Village and District to have one or more inspectors at the construction

site at all times that work on the Subdivision System is being performed and as deemed by the Village and/or District to be needed at other times while the work on the Construction Project is being performed. The District Engineers and/or their inspector(s) at the construction site shall have the full right and authority to stop work on the Construction Project whenever they believe that any such work or materials are not in compliance with the approved Plans for the Construction Project, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work on the Construction Project. Notwithstanding the foregoing right and authority granted to the District's engineers (to stop the Construction Project in the event of a failure of compliance with the approved Plans), the parties to this Agreement expressly understand and agree that, as between the parties to this Agreement, the Contractor and/or Developer shall be the sole parties responsible for (i) all safety measures required for the Construction Project, (ii) the direction of all laborers and personnel doing the work on the Construction Project (except for the inspector(s) hired by the District's engineers), and (iii) all means and methods required to do the Construction Project.

(c) **Fifteen Month Guarantee.** Developer and Contractor shall, and hereby do, jointly and severally guarantee to the Village and the District that all work and materials furnished and performed on and for construction of the Subdivision System shall be free from defects for a period of fifteen (15) months after the date on which the Village and District accept ownership of the Subdivision System in writing as described in subsection (d) below. This 15 month guarantee, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Developer's and/or Contractor's duties under this Agreement to construct the Subdivision System in strict compliance with the approved Plans for the same. In the event any defect(s) is discovered during such fifteen month time period, the District and/or Village shall notify the Developer and Contractor in writing, and the Developer and Contractor shall cause such defect(s) to be corrected within sixty (60) calendar days (or within such shorter period designated by the Village or

District if the public health and safety so require). If the Developer and/or Contractor shall fail to do so within such 60 day time period (or if the public safety requires the remedied work to be done sooner and the Developer/Contractor are not able to timely do so), then the District and/or Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the District and/or Village for any costs incurred by the District and/or Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

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

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

2) The said transfer/conveyance shall include transfer of ownership of the portion of the Subdivision System located in the dedicated Village rights-of-way, and if necessary, any easements described below in Section 7(g); and

3) The said transfer/conveyance of ownership, however, shall not include any portion of the sewer laterals and/or water laterals that are located outside of the public right-of-way and/or outside of any Village/District easement area(s).

4) The Developer agrees to execute such documents as may be requested by the Village to transfer, convey and/or dedicate ownership of the Subdivision System to the extent necessary to facilitate the Village's ownership thereof as set forth in this Section 7(d).

(e) **Reimbursement for Costs.** The Developer shall, within thirty (30) days after receiving a written itemized invoice(s) from the District for the same, reimburse and pay to the Village and/or District all engineering, inspection, administrative and legal costs incurred by the Village and/or District with respect to the Construction Project. This shall expressly include, but not be limited to, (i) all engineering costs incurred in the review of the Plans for the Construction Project, and (ii) all inspection costs for the Construction Project, and (iii) all legal costs of the District's attorney pertaining to the Construction Project and/or this Agreement.

(f) **Right of Village/District To Complete The Project.** If the Developer commences the Construction Project (by having the Contractor commence actual excavation work and/or construction work on site) but then fails for any reason to complete or finish the Construction Project, then, in addition to any and all other remedies available to the Village and/or the District under the law:

1) The Village and/or District may, at its option, complete and finish said Construction Project by doing such remaining work (the "Completion Work") as a publicly-bid Village project; and

2) The Developer shall pay to the Village and/or District all costs incurred by the Village/District in doing the Completion Work; and

3) Without in any manner limiting its available remedies under the law, the Village and/or District may obtain payment of all such costs for the Completion Work through a levy of special assessments and/or special charges (collectively referred to as the "Special Assessment") on the Property pursuant to the terms and provisions of Section 66.0703 of the Wisconsin Statutes and/or any other applicable statutes. Developer hereby waives all procedural rights that Developer may have under the laws of the State of Wisconsin with respect to such an imposition of the Special Assessment on the Property for the Completion Work. This waiver includes, but is not limited to, waiver of the requirement of a written

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

4) Additionally, the "Completion Work" described above may also consist of the following other types of work should the Village and/or District so elect:

i) Undertaking whatever work may be necessary to protect and maintain the Subdivision System at its then-existing stage of completion; and/or

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

(g) **Grant of Easements.** If for some reason any portion of the Subdivision System is constructed outside of the Village rights-of-way that are transferred to the District under the provisions of above Section 7(d) of this Agreement, the Developer will grant to the Village and the District an easement (the "Easement") on private land located within the Property, as reasonably determined by the Village and the District, of sufficient depth and width to the extent reasonably necessary to enable the Village and the District to access such portion of the Subdivision System for the purpose of installing, operating, using, maintaining, modifying, improving, repairing, and/or replacing the Subdivision System. If an easement is so determined to be reasonably necessary, the Developer will execute and deliver to the Village and District a separate written easement agreement (the "Easement Agreement") that memorializes and confirms the easement rights of the Village and District to install, operate, use, maintain, modify, improve, repair, and/or replace (i) any sanitary sewer and watermain facilities already located within the easement area, and (ii) any other portion of Subdivision System located within the easement area. The Easement Agreement shall identify and describe the location of all such sanitary sewer and watermain facilities. When the Construction Project and the final as-built drawings of the new Subdivision System are completed, the said as-built

drawings shall be included in the Easement Agreement to identify and describe the land subject to the easement pertaining to sanitary sewer and watermain facilities. (In this fashion, the final as-built easement areas will replace any initial easement areas that were originally based on the Plans, but vary from the final, as-built location of the sewer and watermain facilities.) The Developer shall provide, and no building permits for lots within the Property shall be issued until the Village receives, a master easement exhibit from the Developer showing all easements, including WE Energies and other utility easements located on the Property and the lots in this infill project. The Developer shall provide these documents in a format acceptable to the Village Public Services Director.

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

8. **Drainage Facilities.**

(a) **Construction.** Developer and Contractor agree to design, construct, and install, at its expense, all the Storm Water Utilities as specified and set forth in the Village-approved plans and specifications described in Section 6 hereof. In the event the Storm Water Utilities are not completed within two (2) years after the date hereof, the Village Board shall have the right to review the plans in light of conditions then existing or expected in the area and to modify the plans to meet any such conditions. The Developer and Contractor shall construct and complete the Storm Water Utilities pursuant to any such revised

plans. All such work shall be subject to approval and acceptance by the Village Board and the Village's Utility Commission. Construction of all drainage facilities within the outlot located on the Property shall be completed prior to the issuance of any building permits for lots within the Property. Any damage occurring to the Public Improvements or to any other drainage structures or appurtenances, including drainage tiles, shall be repaired, restored or rerouted by Developer in accordance with this Agreement.

(b) **Maintenance.** Except as provided below, Developer shall be liable and responsible for the proper maintenance of the storm water easements described on the attached **Exhibit D**, including any detention or retention basins if applicable. Such maintenance shall include the control of weed and algae growth, mowing, the inspection of outlet structures, and the replacement of detention or retention basins. The 19 lots in this subdivision are encumbered or subject to certain restrictive covenants (the "Restrictive Covenants") that will be recorded with the Racine County Register of Deeds. The Restrictive Covenants provide that each lot owner in the 19 lot Subdivision is a member of the Bluffside Estates Homeowners Association, Inc. (the "Homeowner's Association"), a nonstock Wisconsin corporation, and that as each lot is sold by the Developer, the Homeowner's Association becomes liable and responsible to perform the proper maintenance of the storm water easements that is assigned to each lot owner by the Restrictive Covenants. Accordingly, as to each lot located on the Property, the Developer's liability and responsibility for proper maintenance of the storm water easements shall continue until such time as the lot is conveyed to a third party, and when all lots located on the Property have been so conveyed, the Developer shall have no further liability or responsibility for proper maintenance of the storm water easements (provided, however, that the Developer shall continue to have any remaining obligations relating to the Developer's guarantees under Sections 7(c) and 9(b)). Such maintenance shall be carried out in conformity with applicable Village ordinances, the Restrictive Covenants and any written directive for corrections or maintenance from the Village.

(c) **Grant of Easements.** The Developer will grant to the Village an easement for the purpose of maintaining and repairing the Storm Water Utilities located on the Property. Developer will execute and deliver to the Village a separate written easement agreement that memorializes and confirms the easement rights of the Village to maintain and repair the Storm Water Utilities. Said easement agreement shall identify and describe the location of all such Storm Water Utilities and shall be recorded with the Racine County Register of Deeds.

(d) **Default.** In the event of any default in the obligations to properly repair damage caused during construction or to maintain the drainage easements, including any retention or detention basins, the Village may cause said maintenance to be performed and may charge the costs thereof to any of the following parties to the extent that each of the following parties is liable for said costs pursuant to this Agreement or the Restrictive Covenants: (i) the Developer, (ii) any subsequent owner of any lot within the Property, or (iii) the Homeowner's Association. In addition, the Village, at its option, may cause all such costs including any engineering, legal, and administrative costs with respect to the same, to be assessed against the Property or the lot within the Property that is assigned responsibility for such drainage facility, all as provided in Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village ordinances.

(e) **KELAND DRAINAGE SWALE IMPROVEMENTS**

The Village shall reimburse the Developer for ½ one-half of the cost of the repair and reconstruction of the drainage swale located on the Keland property as set forth on Exhibit B. The repair and reconstruction are shown on the construction plans referred to above. The Village shall obtain written permission from the Kelands for access to their property for this purpose.

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

(a) **Public Improvements Costs and Security.** In order to secure Developer's satisfactory

completion of the Public Improvements including, but not limited to, the Storm Water Utilities, and Subdivision System, Developer has opted to post with the Village a letter of credit, in a form and from an issuer satisfactory to the Village, in the amount of \$890,460.00 (the “Security”), which amount equates to 120% of the estimated total cost of the Public Improvements (excluding the cost for asphaltting) as set forth on **Exhibit B** which is incorporated herein by reference. Developer has opted to post a cash deposit (the “Cash Deposit”) for the cost of the asphalt patching/repairs plus 10% in the amount of \$_____. The amount of the Cash Deposit is set forth on **Exhibit B**. Developer shall post the Security and Cash Deposit with the Village prior to commencing the staking that is required of the Developer. After completion satisfactory to the Village as set forth in this Agreement of each of (i) the Storm Water Utilities and Subdivision System, the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work upon receipt by the Village of lien waivers, as shown on **Exhibit B**. Releases of the Security shall be accomplished incrementally as portions of the work are completed and accepted by the Village. Thereafter, no additional portion of any Security or Cash Deposit shall be released, and the Village shall retain the balance of the Security and the Cash Deposit plus ten percent (10%) of the original Security and Cash Deposit for the period of time of the guaranty periods as set forth elsewhere under this Agreement. If the Developer fails to complete any work required under the Guarantees hereunder, the Village may draw on such letter of credit in accordance with its terms and draw on any posted Cash Deposit, and complete said work. Any costs incurred by the Village in completing said work not paid for by the Security and Cash Deposit, shall be paid by the Developer to the Village within thirty (30) days of request for payment.

If Developer fails to complete the Public Improvements, within six months after initial staking, the Village shall draw on the Security and Cash Deposit without further notice to Developer to complete the remaining Public Improvements.

- (b) **Guaranty**. Developer shall warrant and guarantee the Public Improvements (except for the

Subdivision System which has a separate guaranty period under Section 7(c) of this Agreement) in good condition and in compliance with the Village's standards and specifications for a minimum period of fifteen (15) months after acceptance of the Improvements. In the event any defect(s) is discovered in the patched Public Roads, or shoulders during the fifteen (15) month Road Maintenance and Repair Guaranty Period, the District and/or Village shall notify the Developer and Contractor in writing, and the Developer and Contractor shall cause such defect(s) to be corrected within sixty (60) calendar days (or within such shorter period designated by the Village or District if the public health and safety so require). If the Developer and/or Contractor shall fail to do so within such 60-day time period (or if the public safety sooner requires the remedied work to be done and the Developer/Contractor are not able to timely do so), then the District and/or Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the District and/or Village for any costs incurred by the District and/or Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

If the Guaranty Period is extended beyond the length of the letter of credit, another letter of credit shall be tendered (or the existing one renewed upon the mutual agreement of the Developer and the Village) to the Village as a replacement for the remaining length of the Guaranty Period. Notwithstanding the foregoing, the Road Maintenance and Repair Guaranty Period shall include the time period after acceptance of the Improvements. The Guaranty Period and the Road Maintenance and Repair Guaranty Period shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Public Improvements. The Village may apply any or all retained Security and/or Cash Deposits during the guaranty periods toward the costs of any necessary repairs of the Public Improvements if Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. The Parties recognize that the Guaranty Period lasts longer than 15 months and if the Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement and the

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

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

10. Outlot Restrictions. Pursuant to the Restrictive Covenants, the developer of the Subdivision

agreed to require the maintenance and protection of the outlots. The outlot located on the Property for the purpose of Storm Water Detention is subject to the Restrictive Covenants and the easement agreement required under Section 8(c) above. Developer shall ensure that the outlot located on the Property for the purpose of storm water management comply with the Restrictive Covenants and said easement agreement prior to transferring responsibilities for said outlot to the Homeowner's Association. Thereafter, the Homeowner's Association shall be responsible for the maintenance and management of the outlot. The Village shall have no ownership interest in, nor any responsibility, for the outlots except to the extent necessary to exercise its easement rights to ensure proper maintenance of any drainage facilities by the Homeowner's Association.

11. **Outlot 2.** Outlot 2 consists of wetland, waterway and conservation lands that are restricted and protected. The Developer is acknowledging that the future intent is to potentially donate this outlot to the Caledonia Conservancy. Talks have taken place between the Conservancy and Developer. In view of this being a donation and the IRS rules and regulations, the Developer cannot complete this donation for a period of time after taking ownership. This is simply for informational purposes of the potential intent to donate to the Caledonia Conservancy.

12. **Sale of Lots.** Developer or its successors in title shall not sell, convey or transfer any portion of the Property abutting upon a street or portion thereof that is depicted on the Subdivision plat until the following have occurred: (1) this Agreement is executed and recorded; 2) all Security has been deposited with the Village (by such time as is herein provided); (3) the Storm Water Utilities and Subdivision System have been installed and accepted by the Village; and (4) all patching on Public Roads has been performed in accordance with the terms of the Village's subdivision ordinance, the Village standards for construction of streets and highways, other applicable Village ordinances, and this Agreement.

13. **Sewer and Water.** The approval of the plat of the Subdivision was conditioned upon the

Subdivision being serviced with public sewer and water service by the Village's Utility Districts. Except as otherwise set forth in this Agreement, the sewer laterals and water system within the Property shall be designed, constructed, and installed at the sole expense of the Developer pursuant to plans submitted to and approved by the Village and the Utility District. All fees applicable to the connection and service of the Property to the public sewer and water systems shall be borne by Developer or individual lot owners, and any use of such systems shall be subject to all applicable use restrictions. All such work shall be pursuant to plans and specifications approved by the Utilities and the Village.

14. Reimbursement of Costs. The Developer acknowledges and agrees that it is solely responsible for all costs related to the installation of Subdivision Public Improvements. In addition, the Developer agrees to reimburse the Village for its costs related to the Property including costs incurred by the Village to review conceptual, preliminary and final plans associated with the Property and to review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Property. Such costs shall also include the costs of Village's retained engineers, attorneys, inspectors, agents, and subcontractors. Developer understands that legal, engineering, and all other consultants retained by the Village are acting exclusively on behalf of the Village and not Developer. Developer entered into a pre-development agreement with the Village and paid to the Village the sum of \$3,000 as a deposit for such reimbursements. This Section supersedes the predevelopment agreement, provided, however, the parties intend that the reimbursement account and process set up by the pre-development agreement shall continue uninterrupted as needed to cover expenses incurred under this Agreement. If at any time said deposit becomes insufficient to pay expenses incurred by the Village, Developer shall deposit additional amounts required by the Village within fifteen (15) days after written demand by the Village. If Developer does not deposit a required additional amount within the time required, the Village may suspend additional work or review of the plans and specifications under consideration until the additional deposit is received. Within sixty (60)

days after completion of all construction contemplated under this Agreement, the Village shall furnish Developer with a statement of all such costs incurred by it with respect to such Property. Any excess funds shall be remitted to Developer, and any costs in excess of such deposit shall be paid by Developer upon demand. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

15. Land Division Fee. Pursuant to Section 14-3-3(c), the Developer shall pay the land division fee for 19 parcels and 3 outlots to the Village.

16. Utilities and Utility Laterals. Developer is responsible for all costs associated with all private utilities servicing the Property including, without limitation, the cost of underground installation of cables, wires, pipes, laterals, etc. for electric, gas, telephone, and cable television services, if any. Developer shall fully restore, at its expense, any Village right-of-way that has been disturbed due to its installation of utilities, lighting or landscaping. The Village shall not take ownership of any utility laterals.

17. As-Built Plans. Upon written acceptance of all improvements by the Village, the Developer's engineer, at the Developer's expense, shall provide to the Village one complete set of Grading and Stormwater facilities as-built plans and profile sheets, and the Village's engineer, at the Developer's expense, shall prepare and provide to the Village one complete set of Sanitary Sewer lateral and Water Main plans on reproducible mylar or similar material as agreed by the Village Public Services Director, two sets of prints indicating actual constructed locations and elevations, and one set of electronic drawings (PDF) and associated files compatible with a computer-aided design (CAD) system maintained by the Village. The as-built plans shall be prepared by modification of the construction drawings to reflect as-built data for streets, water mains, storm and wastewater collection systems, site grading, and all other relevant public improvements. The Village will be reimbursed by the Developer for the cost of changes to the base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of

the Developer, whether or not such items are enumerated in this Agreement.

18. Building Permits and Lot Construction. Until the Public Improvements, provided herein to be installed to service the Property have been installed, the Subdivision System has been constructed and accepted by the Village, and street patching has been completed to the reasonable satisfaction of the Village's Public Services Director, no building permits shall issue as to lots in the Property;

19. Hydrants. The Developer shall, at its expense, provide pre-painted hydrants of a design and construction satisfactory to Village staff and consistent with the Village's color code system in those areas of the Property specified by the Village.

20. Laws To Be Observed. The Developer and Contractor shall at all times observe and comply with all federal, state and local laws, regulations and ordinances (collectively, the "Laws") which are in effect or which may be placed in effect and impact the conduct of the work to be accomplished under this Agreement to construct the Public Improvements and private improvements, inclusive of repairs, replacements and alterations (collectively for the purposes of this Section and Section 22 the "Work"). The Developer and Contractor shall indemnify and hold harmless the Village and its agents, officers and employees, against any claims or liabilities directly arising from or based on the violation of any such Laws with regard to the Work by the Developer or its principals, agents, employees or contractors, except to the extent that such claims or liabilities arise by virtue of the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. The Developer and Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work.**21.**

21. Public Protection and Safety. The Village shall not be responsible for any damage, bodily injury or death arising out of the Work whether from maintaining an "attractive nuisance" or otherwise, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. Where apparent or potential hazards actually known by the Developer and Contractor that occur

incident to the conduct of the Work, the Developer and Contractor shall provide reasonable safeguards. Developer shall, however, still be solely responsible for the means and the methods used for the construction of the Work. The Village, Developer and Contractor do not waive, and shall retain, all defenses to third party claims pursuant to applicable law.

22. Survey Monuments. The Developer and Contractor shall exercise all reasonable efforts to assure that all survey or other monuments required by statute or ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer and Contractor. All survey monuments must be installed on all 19 lots of the Subdivision System prior to the issuance of building permits.

23. Drain Tile. Any drain tile or other drainage structure or appurtenance damaged during construction in the reasonable opinion of the Village Public Services Director shall be repaired and restored to its condition prior to such construction, or rerouted or replaced, if necessary, by Developer and Contractor, and Developer shall provide a permanent record of such work to the Village.

24. Erosion Control. During the course of the development of the Subdivision, the Developer shall be responsible to ensure that reasonable steps are taken to prevent erosion from lands within the Subdivision and the siltation therefrom being carried into streets rights-of-way, street-side ditches, drainage ditches, easements, culverts, drains, waterways, lakes and streams. To prevent such erosion and siltation, the Developer shall conform to the practices set forth in the erosion control plan located in the Construction Plans and all Construction Site Storm Water Permits issued by the Department of Natural Resources. In the event of any such erosion or siltation, the Developer and Contractor shall be responsible for removing all such siltation from and restoring all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the Village. The Developer shall be responsible for ensuring that its contractors utilize construction means and methods that minimize,

to the extent possible, nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the Developer shall obtain a land disturbance permit from the Village.

25. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

26. Indemnification/Hold Harmless Agreement. The Developer hereby does, jointly and severally, expressly agree to indemnify and hold the Village, Utility District, and their respective elected and appointed officers, employees, engineers and agents harmless from and against all claims, judgments, damages, costs, expenses and liability of every kind and nature, including but not limited to any reasonable actual fees for attorneys and experts retained by the Village and/or Utility District in conjunction with this Agreement, for any injury or damage received or sustained by any person or entity in connection with, on account of, or in any way relating to the Property, Construction Project, and Subdivision System including Developer's performance of work relating thereto, or this Agreement and any other liability of any nature whatsoever, that may arise directly or indirectly as a result of:

- a) The Village and District entering into this Agreement; and/or
- b) The Developer and Contractor undertaking and doing the Construction Project(s); and/or
- c) The Developer and/or Contractor failing to comply with the terms and provisions of this Agreement and/or the Development Agreement.

Provided, however, that the above indemnification and hold harmless obligations of the Developer shall not apply to any claims, judgments, damages, costs, expenses and liability for any injury or damage that may arise directly or indirectly as a result of, in whole or in part, any intentional torts, negligence and/or willful misconduct by the Village, Utility District, or any of their respective elected and appointed officers,

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

27. **Indemnification for Environmental Contamination.** The Developer, Contractor or Homeowner's Association, as applicable, shall indemnify, defend, and hold the Village, Utility District, and their respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable actual fees for attorneys and consultants) that arise as a result of the presence in or on property owned by the Village or Utility District or any Village right-of-way ("Village Parcels") of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the "Substance") arising from any activity conducted by the Developer, Contractor, or any third parties, or by the Developer's respective employees, agents or contractors at or under the Property, except as to injury or damage arising, in whole or in part, due to the negligence or willful misconduct of the Village, Utility District or any of their agents, contractors, officers or employees. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the Village in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substances on or in the parcels within the Property that are conveyed to the Village (the "Village Parcels"), whether in the soil, groundwater or air unless its due to the

Village's negligence, willful neglect or misconduct.

The Village and Utility District agree that they will immediately deliver written notice to the Developer and Contractor of the Village's or Utility District's discovery of the Substances in or on the Village Parcels. Following delivery to the Developer and Contractor of written notice of the Village's or Utility District's claim as required under this Section, the Village and Utility District shall make all reasonable accommodations to allow the Developer, Contractor or Homeowner's Association to examine the Village Parcels and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

In the event the Developer and Contractor is obligated to indemnify the Village and Utility District against claims arising under this Section, Developer and Contractor shall take all necessary steps to ensure that the Village and Utility District receive written confirmation from the appropriate governmental authority of the satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the Village Parcels migrated from an offsite source (the "Closure Documents"). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry including, without limitation, the GIS Registry. Developer and Contractor shall be responsible for any continuing obligation imposed by any appropriate governmental authority as a continuing indemnity for the Village and the Utility District.

28. Insurance Requirements.

(a) **General:** The Developer and Contractor shall obtain insurance reasonably acceptable to the Village as required under this section and such insurance which shall, by specific endorsement to said policy, name the Village and Utility District, on a primary and noncontributory basis, as an additional insured or loss

payee as the Village shall direct. The Developer and Contractor shall maintain all required insurance under this section until the Village has accepted dedication of all Public Improvements and for the duration of the Guaranty Period. Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin Office of the Commissioner of Insurance. The Village reserves the right to reasonably disapprove any insurance company.

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

Employer’s Liability	\$100,000 per occurrence
Comprehensive Motor Vehicle Liability	\$1,500,000 combined single limit for bodily injury and property damage
Comprehensive General Liability for Bodily Injury and Property Damage	\$1,500,000 per occurrence \$2,000,000 general aggregate
Worker’s Compensation	Statutory Limits
Builder’s Risk (as deemed applicable by the Village)	All Risk Type; Total Value of Project
Installation Floater	All Risk Type; Total Value of Project
Umbrella	\$2,000,000 Aggregate

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

(c) **Contractor and Owner’s Protective Liability (Independent Contractor Insurance).**
The Contractor’s Contractor and Owner’s Protective Liability Policy shall have the same coverage limits as the Comprehensive General Liability Policy.

(d) **Homeowner’s Association Insurance.** The Homeowner’s Association shall provide

liability insurance for the outlot, and the Restrictive Covenants shall contain a covenant governing this requirement.

29. Special Assessments. Developer agrees, for itself and its successors in interest in the Property, that the Property is specially benefitted by this Agreement and by the Public Improvements provided for by this Agreement. If Developer and/or the Homeowner's Association defaults on any obligations under this Agreement, including but not limited to any financial obligation, Developer agrees, for itself and its successors in interest in the Property, that, in addition to any other remedy at law or in equity that the Village may pursue, the Village shall be entitled to specially assess all its costs relating to such default against the Property, pro rata based on acreage, without need of any procedures that are otherwise required by state statute or Village ordinance before a special assessment may be imposed. Developer, for itself and its successors in interest in the Property, hereby waives any and all rights to any hearings and to challenge any such special assessment.

30. Miscellaneous Provisions.

a. **Incorporation of Attachments.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

b. **Non-waiver of Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses, and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any plans and specifications, or any part thereof, or to impose reasonable limitations, restrictions, and requirements on the Property, construction, and use of the Property as a condition of any such approval, license, or permit, including without limitation, requiring any and all other and further development and similar agreements. The Village will act diligently to review all necessary approvals, licenses, and permits duly requested by the Developer.

c. **Compliance with Laws.** The Property construction shall be undertaken and done in full compliance with:

- i. The terms and provisions of this Developers Agreement;
- ii. All applicable governmental laws, rules, regulations, statutes and ordinances;
and
- iii. All directives, rules and regulations of the Village and District, and its officers, employees and agents (including, but not limited to, the engineers of the District); and
- iv. All drawings, plans, specifications, or diagrams required by and approved by the Village and/or District.

d. **Time of the Essence.** Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

e. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

f. **Entire Agreement.** This Agreement and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein.

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

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

i. **Amendments to Agreement.** This Agreement shall not be amended orally but only by the written agreement of the Parties signed by the appropriate representatives of each Party and with the actual authority of each Party, provided, however, that the signatures of the Contractor or Mortgagee shall not be required for any amendment that does not affect the respective rights of the Contractor or Mortgagee.

j. **Agreement Runs with the Land.** This Agreement and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners of the Property for so long as they own the Property or any part thereof and for so long as they have continuing obligations and responsibilities under the express terms of this Agreement, and upon their successors in title and assigns. This Agreement shall be recorded with the Racine County Register of Deeds. Wherever an obligation herein is designated as that of the Developer or Homeowner's Association or others, the obligation shall be joint and several hereunder; provided, however, that Developer shall not be liable hereunder for any defaults occurring after the sale of any lots in the Property. The Homeowner's Association will be created and will assume such obligations hereunder. Attached as **Exhibit C**, and incorporated herein by reference, are the "Restrictive Covenants."

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

To Developer:
Bluffside Estates, LLC
c/o Raymond Leffler

8338 Corporate Drive
Racine, Wisconsin 53406
Fax: 262-898-1341

To the Village and Utility Districts:

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

And to:

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

To the Mortgagee:

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

To the Contractor:

Earth X LLC
Robert Nicoson
1121 Newman Rd
Mount Pleasant , Wi 53406-3450

l. **Successors and Assignment.** This Agreement is binding and enforceable against the Parties' respective successors and permitted assigns. The Village and Utility District may assign its interest in this Agreement to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village. The Developer and Contractor may not assign its interest in this Agreement without the express written approval of the Village and Utility District.

m. **Severability.** The provisions of this Agreement are severable. If any provision of this

Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

n. **Subordination.** The Mortgagee joins in this Agreement for the sole purpose of agreeing that in the event of the foreclosure of its mortgage interest in the Property, this Agreement shall survive such foreclosure and the Property shall remain subject to this Agreement.

o. **The Contractor.** Earth X, LLC. is the general contractor for construction of the Project, being hired and retained by Developer to construct the Property. Earth X, LLC., however, as the general contractor, shall be responsible and obligated to the Village and the District to perform all of the duties imposed upon the "Contractor" under this Agreement.

p. **Force Maieure.** For purposes of this Agreement, the term "Force Majeure" means events or circumstances beyond a Party's reasonable control, including, without limitation, "acts of God," fire, flood, other natural calamities, accidents, unusual delays in deliveries, unavoidable casualties, labor disputes, strikes, lockouts or picketing (legal or illegal), wars, riots, acts of terrorism, changes in or unexpected interpretations of applicable statutes, laws, ordinances or regulations, adverse weather conditions, condemnation or other actions of governmental authorities or utility companies or shortages of labor, fuel, power or materials. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any work or act required hereunder by reason of a Force Majeure, then performance of such work or act shall be excused for the period of the delay and the period for the performance of such work or act shall be extended for a period equivalent to the period of such delay.

q. **Use of Further Subcontractor.** In the event Contractor elects to use a further Subcontractor(s) to do part and/or all of the construction of the Property or Subdivision System, then:

- i. Such further Subcontractor must be pre-approved by the Developer; and
- ii. Such further Subcontractor must be pre-approved and pre-qualified by the Village,

which approval shall not be unreasonably withheld, conditioned, or delayed; and

iii. Such further Subcontractor shall agree to perform all of the duties and obligations imposed upon the Contractor in this Agreement relative to that portion of the duties and obligations of the work they are taking over; and

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

r. **Legal Action.** In addition to the provisions set forth in this Agreement, the Village and Utility District may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this or any other agreement they may have with the Developer and Contractor pertaining to this project, and in the event of a legal action in which the final determination is in favor of the Village and/or Utility District, the Village and/or Utility District shall be entitled to collect from the Developer and Contractor statutory costs and disbursements, plus its actual reasonable attorneys' fees and costs.

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

DEVELOPER:

BLUFFSIDE ESTATES LLC

By: _____
Raymond C. Leffler, Member

STATE OF WISCONSIN)

) SS:

COUNTY OF _____)

Personally came before me this _____ day of _____ 2022,
_____ of Bluffside Estates LLC, to me known to be the person who executed foregoing
instrument, and acknowledged the same as the act and deed of said limited liability company.

Notary Public, _____ County, WI

Print Name : _____

My commission: _____

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

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

Notary Public, Racine County, WI

Name: _____

My Commission: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT COMMISSION

By: _____
Howard Stacey
President

Attest: _____
Michael Park
Secretary

Personally came before me this _____ day of _____, 202, Howard Stacey and _____, President and Secretary of the Village of Caledonia Utility District Commission, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Districts.

Notary Public, Racine County, WI

Name: _____

My Commission: _____

EARTH EX LLC

By: _____

President

Personally came before me this _____ day of _____, 2022, _____ and _____, President and Secretary of the Earth X LLC, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.

Notary Public, Racine County, WI

Name: _____

My Commission: _____

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

770272.152

EXHIBIT A

[INSERT WRITTEN LEGAL AND PLAT]

EXHIBIT B
PUBLIC IMPROVEMENT COST ESTIMATE

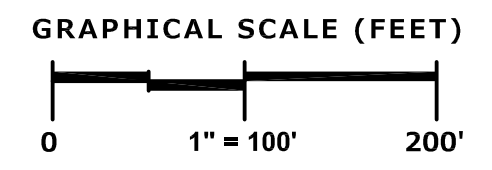
	Bluffside Estates	Exhibit B	8/22/22
	Erosion Control	\$	18,350.00
	Pond Excavation 1/2 acre includes stabilization	\$	115,000.00
	Driveway for Lots 1 & 2- Crushed concrete RLP	\$	14,400.00
	Storm Sewer	\$	55,440.00
	Water Main	\$	413,260.00
	Keland Off site ditch reconstruction	\$	50,000.00
	Keland refund from the Village	\$	(25,000.00)
	SANITARY SEWER	\$	80,600.00
	Construction inspection	\$	20,000.00
	Project Totals	\$	742,050.00
	FINANCE COSTS		
	Administration fees 20% of LLOC	\$	148,410.00
	Total LLOC Amount	\$	890,460.00

EXHIBIT C

EXHIBIT D

BLUFFSIDE

Being part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.



Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The north line of the Northwest 1/4 of Section 25, Township 4 North, Range 22 East has a bearing of S89°47'58\"/>

R-2S BUILDING SETBACKS:
 STREET SETBACK = 50 FEET
 REARYARD = 50 FEET
 SIDEYARD = 15 FEET

LINE NO.	BEARING	DISTANCE
L1	S89°47'58\"/>	

PREPARED FOR:
 Bluffside Estates, LLC
 8338 Corporate Drive, Suite 300
 Mount Pleasant, WI 53406
 262-898-7777

Prepared by:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - - Denotes Found 2" Iron Pipe
 - ⦿ - Denotes Found 3/4" Iron Rod
 - SF - Denotes "Square Foot"
 - (R) - Denotes "Recorded As"
 - ||||| - Denotes No Access
- All other corners are marked by a 3/4" X 18" Iron Rebar, 1.5 LBS./FT.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

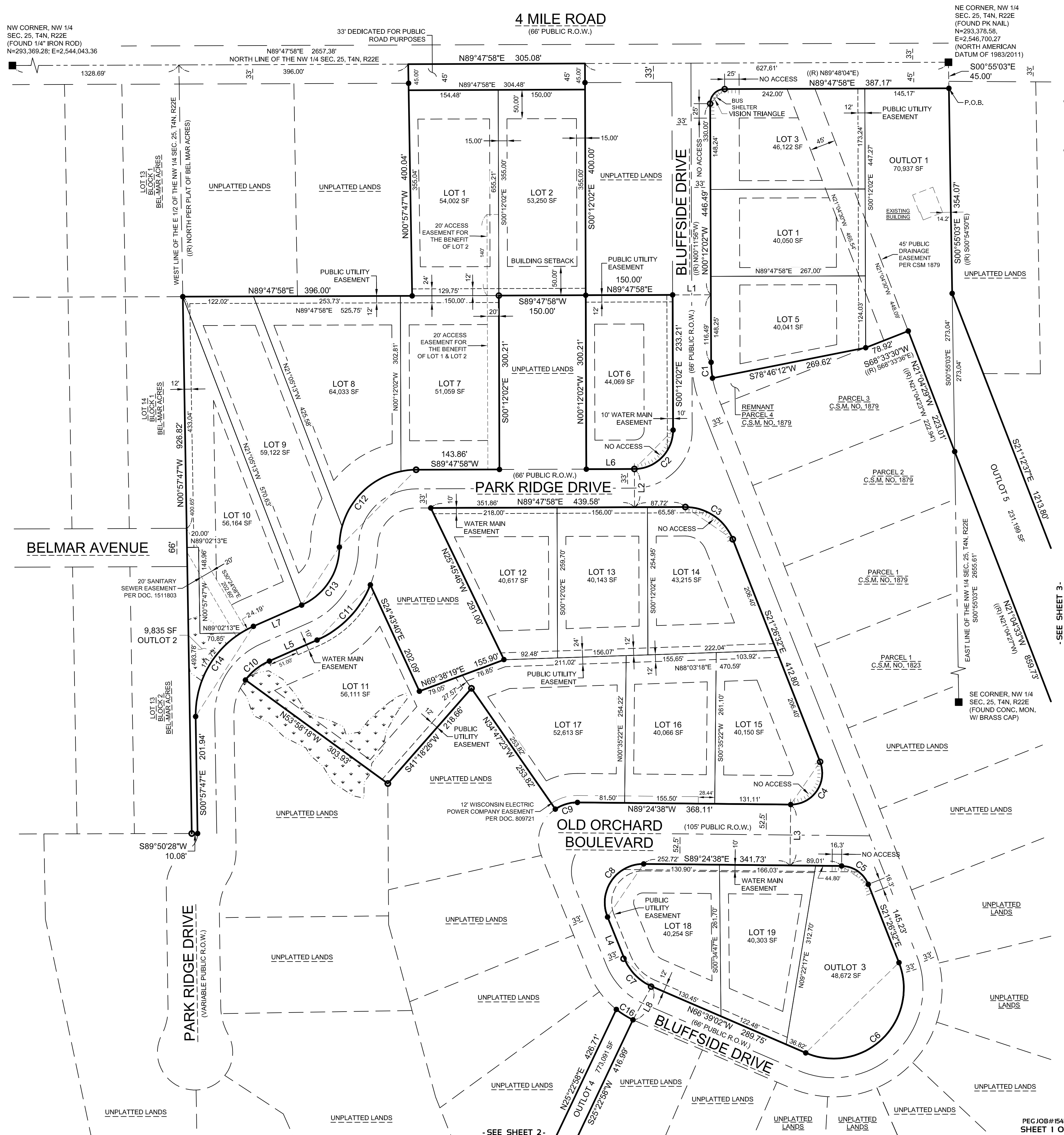
Certified _____, 20____

Department of Administration



APRIL 19, 2022

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP



www.pinnacle-engr.com

- SEE SHEET 3 -

- SEE SHEET 2 -

BLUFFSIDE

Being part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
WAUKESHA COUNTY) 55

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

That I have surveyed, mapped and divided part of Parcel 4 of Certified Survey Map No. 1879, as recorded in the Register of Deeds office for Racine County as Document No. 1550236, and additional lands in the Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 25; Thence South 00°55'03" East along the east line of said Northwest 1/4, 45.00 feet to the south right of way line of Four Mile Road and the Point of Beginning;

Thence continuing South 00°55'03" East along said east line, 354.07 feet; Thence South 21°12'37" East, 1213.80 feet; Thence North 68°47'23" East, 50.00 feet; Thence South 21°12'37" E, 413.50 feet to a Meander Line of the Root River; Thence South 33°49'09" West along said Meander Line, 305.08 feet; Thence South 89°54'32" West, 80.92 feet; Thence North 05°59'32" West, 681.07 feet; Thence North 21°04'33" West and then along the northeasterly line of Certified Survey Map No. 1879, 659.73 feet to the aforesaid east line of the Northwest 1/4; Thence North 21°04'29" West along the northeasterly line of said Certified Survey Map No. 1879, 223.01 feet to the north line of said Certified Survey Map; Thence South 68°33'30" West along said north line, 78.92 feet; Thence South 78°46'12" West, 269.62 feet to the east right of way line of Bluffside Drive and a point on a curve; Thence northerly 27.50 feet along the arc of said curve to the right, whose radius is 160.00 feet and whose chord bears North 05°07'28" West, 27.47 feet; Thence North 00°12'02" West along said east right of way line, 116.49 feet to a tie line;

Thence South 89°47'58" West along said tie line, 66.00 feet to the west right of way line of said Bluffside Drive; Thence South 00°12'02" East along said west right of way line, 233.21 feet to a point of curvature; Thence southwesterly 105.24 feet along said west right of way line and the arc of said curve to the right, whose radius is 67.00 feet and whose chord bears South 44°47'58" West, 94.75 feet to a tie line;

Thence South 00°12'02" East along said tie line, 66.00 feet to the south right of way line of Park Ridge Drive; Thence North 89°47'58" East along said south right of way line, 67.72 feet to a point of curvature; Thence southeasterly 105.03 feet along said south right of way line and the arc of said curve to the right, whose radius is 87.52 feet and whose chord bears South 55°49'17" East, 96.84 feet; Thence South 21°26'32" East along the aforesaid west right of way line of Bluffside Drive, 412.80 feet to a point of curvature; Thence southwesterly 105.74 feet along said west right of way line and the arc of said curve to the right, whose radius is 54.08 feet and whose chord bears S34°34'25" West, 89.69 feet to a tie line;

Thence South 00°35'22" West along said tie line, 105.00 feet to the south right of way line Old Orchard Boulevard; Thence South 89°24'38" East along said south right of way line, 69.01 feet to a point of curvature; Thence southeasterly 59.31 feet along aforesaid west right of way line of Bluffside Drive and the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 55°25'35" East, 55.90 feet; Thence South 21°26'32" East along said west right of way line of Bluffside Drive, 145.23 feet to a point of curvature; Thence southwesterly 285.46 feet along said west right of way line and the arc of said curve to the right, whose radius is 121.34 feet and whose chord bears South 45°57'13" West, 224.04 feet; Thence North 66°39'02" West along the north right of way line of said Bluffside Drive, 289.75 feet to a point of curvature and a tie line;

Thence South 29°07'20" West along said tie line, 66.19 feet to the south right of way line of Bluffside Drive; Thence South 25°22'58" West, 416.99 feet; Thence South 07°23'02" East along the south line of the parcel described in Warranty Deed No. 800291, 85.00 feet; Thence South 84°01'26" East along said south line, 139.00 feet; Thence North 31°34'32" East along said south line, 21.90 feet; Thence North 64°24'02" East along said south line, 160.33 feet to a Found 1" Iron Pipe; Thence South 73°38'02" East along the south line of the parcel described in Warranty Deed No. 800434, 192.14 feet; Thence South 07°14'03" East along the south line of the parcel described in Warranty Deed No. 961505, 146.28 feet; Thence North 75°54'29" East along said south line, 257.42 feet to the aforesaid east line of the Northwest 1/4 of Section 25; Thence South 00°55'03" East along said east line, 478.15 feet to the southeast corner of said Northwest 1/4; Thence South 89°52'59" West along the south line of said Northwest 1/4, 1326.60 feet to the west line of the East 1/2 of the Northwest 1/4 and the east line of Overlook Acres, a recorded subdivision; Thence North 00°57'47" West along said east line, 588.87 feet to a Found 1" Iron Pipe; Thence North 75°02'50" East, 164.11 feet to a Found 1" Iron Pipe; Thence North 86°59'41" East, 338.10 feet; Thence South 74°17'42" East, 42.03 feet; Thence North 25°22'58" East, 426.71 feet to the aforesaid south right of way line of Bluffside Drive and a point on a curve; Thence southeasterly 34.01 feet along said south right of way line and the arc of said curve to the left, whose radius is 155.01 feet and whose chord bears South 57°54'11" East, 33.94 feet to the aforesaid tie line;

Thence North 29°07'20" East along said tie line, 66.19 feet to the north right of way line of said Bluffside Drive and a point of curvature; Thence northwesterly 69.24 feet along said north right of way line and the arc of said curve to the right, whose radius is 89.01 feet and whose chord bears North 44°22'02" West, 67.50 feet; Thence North 22°05'02" West along said north right of way line, 77.08 feet to a point of curvature; Thence northeasterly 130.99 feet along said north right of way line and the arc of said curve to the right, whose radius is 66.61 feet and whose chord bears North 34°15'10" East, 110.88 feet to the aforesaid south right of way line of Old Orchard Boulevard; Thence South 89°24'38" East along said south right of way line, 252.72 feet to a tie line;

Thence North 00°35'22" East along said tie line, 105.00 feet to the north right of way line of said Old Orchard Boulevard; Thence North 89°24'38" West along said south right of way line, 368.11 feet to a point of curvature; Thence southwesterly 40.64 feet along the arc of said curve to the left, whose radius is 66.61 feet and whose chord bears South 73°06'44" West, 40.01 feet; Thence North 34°47'23" West, 253.82 feet; Thence South 41°18'26" West, 218.66 feet; Thence North 53°58'18" West, 303.93 feet to the south right of way line of Park Ridge Drive and a point on a curve; Thence northeasterly 52.19 feet along said south right of way line and the arc of said curve to the right, whose radius is 101.00 feet and whose chord bears North 51°26'53" East, 51.61 feet;

Thence North 66°15'06" East along said south right of way line, 91.03 feet to a point of curvature; Thence northeasterly 135.95 feet along said south right of way line and the arc of said curve to the left, whose radius is 175.00 feet and whose chord bears North 43°59'48" East, 132.55 feet; Thence South 24°43'40" East, 202.09 feet; Thence North 69°38'19" East, 155.90 feet; Thence North 25°45'46" West, 291.00 feet to the aforesaid south right of way line of Park Ridge Drive; Thence North 89°47'58" East along said south right of way line, 439.58 feet to a tie line;

Thence North 00°12'02" West along said tie line, 66.00 feet to the north right of way line of said Park Ridge Drive; Thence South 89°47'58" West along said north right of way line, 83.00 feet; Thence North 00°12'02" East, 300.21 feet; Thence South 89°47'58" West, 150.00 feet; Thence South 00°12'02" East, 300.21 feet to the aforesaid north right of way line of Park Ridge Drive; Thence South 89°47'58" West along said north right of way line, 143.86 feet to a point of curvature; Thence southwesterly 208.92 feet along said north right of way line and the arc of said curve to the left, whose radius is 133.00 feet and whose chord bears South 44°47'58" West 188.09 feet to a point of curvature; Thence southwesterly 126.42 feet along said north right of way line and the arc of said reverse curve to the right, whose radius is 109.00 feet and whose chord bears South 33°01'32" West, 119.45 feet; Thence South 66°15'06" West along said north right of way line, 91.03 feet to a point of curvature; Thence southwesterly 195.91 feet along said north right of way line and the arc of said curve to the left, whose radius is 167.00 feet and whose chord bears South 32°38'39" West, 184.87 feet; Thence South 00°57'47" East along the west right of way line of the aforesaid Park Ridge Drive, 201.94 feet; Thence South 89°50'28" West, 10.08 feet to the east line of Bel-Mar Acres; Thence North 00°57'47" West along said east line, 926.82 feet; Thence North 89°47'58" East, 396.00 feet; Thence North 00°57'47" West, 400.04 feet to the north line of the aforesaid Northwest 1/4; Thence North 89°47'58" East along said north line, 305.08 feet; Thence South 00°12'02" East, 400.00 feet; Thence North 89°47'58" East, 150.00 feet to the aforesaid west right of way line Bluffside Drive and a tie line;

Thence North 89°47'58" West along said tie line, 66.00 feet to the aforesaid east right of way line of Bluffside Drive; Thence North 00°12'02" West along said east right of way line, 330.00 feet to a point of curvature; Thence northeasterly 39.27 feet along said east right of way line and the arc of said curve to the right, whose radius is 25.00 feet and whose chord bears North 44°47'58" East, 35.36 feet to the south right of way line of the aforesaid Four Mile Road; Thence North 89°47'58" East along said south right of way line, 387.17 feet to the Point of Beginning.

Including the said land between the Meander Line and the Center Line of the Root River.

Dedicating the Northerly portion of subject property as graphically shown for public right of way purposes.

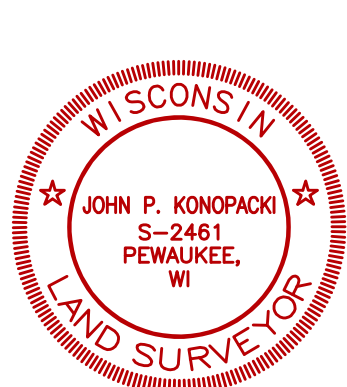
Containing 2,071,005 square feet (47,5437 acres) Gross to the centerline of the Root River. Net land area is 2,035,118 square feet (46,7198 acres) to the Meander Line of the Root River, more or less.

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

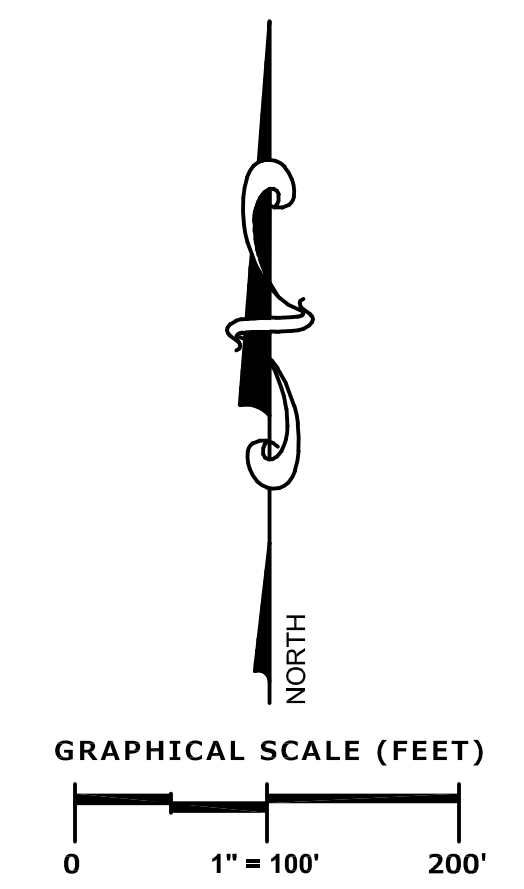
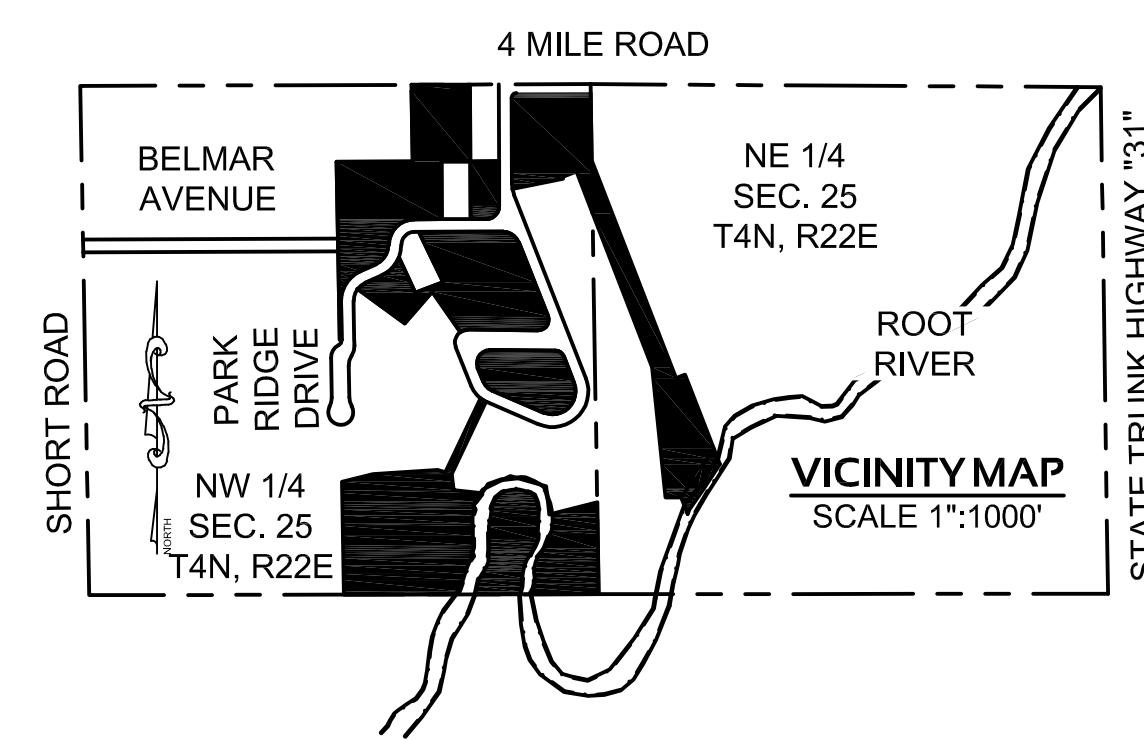
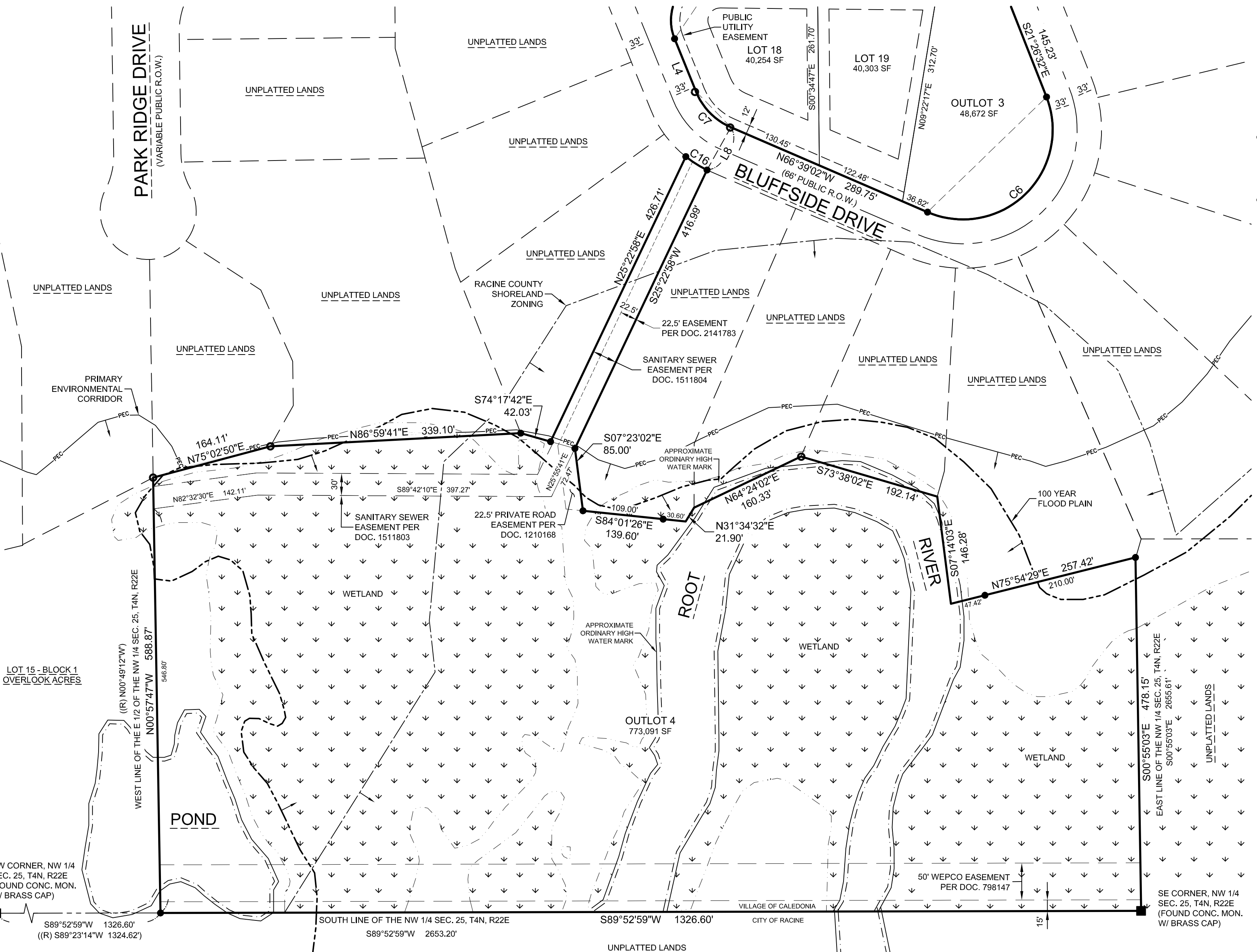
That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the land within the subdivision.

Date: APRIL 19, 2022



John P. Konopacki
Professional Land Surveyor S-2461



LEGEND:
 ○ - Denotes Found 1" Iron Pipe
 ● - Denotes Found 2" Iron Pipe
 ● - Denotes Found 3/4" Iron Rod
 SF - Denotes "Square Foot"
 (R) - Denotes "Recorded As"
 All other corners are marked by a 3/4" X 18" Iron Rebar, 15 LBS./FT.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified _____, 20____
 Department of Administration

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The north line of the Northwest 1/4 of Section 25, Township 4 North, Range 23 East, has a bearing of S89°47'58"W.

BLUFFSIDE

Being part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

Bluffside Estates, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited company caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

Bluffside Estates, LLC, as owner, does further certify that this plat is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- Village of Caledonia
- Racine County
- Department of Administration

IN WITNESS WHEREOF, the said Bluffside Estates, LLC, has caused these presents to be signed by _____, at _____ County, Wisconsin, on this _____ day of _____, 2022.

In the presence of: Bluffside Estates, LLC

Name (signature) - Title _____

STATE OF WISCONSIN
RACINE COUNTY) SS

Personally came before me this _____ day of _____, 2022, (name) _____ (title) _____ of the above named limited company, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ (title) of said _____ company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, dedicating and mapping of the land described in the foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, its President, this _____ day of _____, 2022.

Date _____ President _____

STATE OF WISCONSIN
COUNTY) SS

Personally came before me this _____ day of _____, 2022, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

VILLAGE APPROVAL

Approved by the Village of Caledonia on this _____ day of _____, 20_____.

Date _____ Joslyn M. Hoeffert, Village Clerk

VILLAGE OF CALEDONIA CERTIFICATE OF FINANCE/TREASURER

I, _____, being the duly elected, qualified and acting Village of Caledonia Finance Director - Treasurer, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 20_____, on any of the land included on this map.

Date _____ Village Finance Director - Treasurer _____

RACINE COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN
RACINE COUNTY) SS

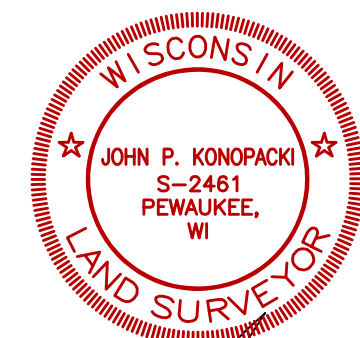
I, Jeff Latus, being duly elected, qualified and acting Treasurer of Racine County, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____ day of _____, 2022, on any of the lands in the subdivision plat of BLUFFSIDE.

Date _____ Jeff Latus, Racine County Treasurer

NOTES:

- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55101C0111D, 55101C0113D AND 55101C0114D effective MAY 2, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Floodplain is shown by graphic plotting only.
- OUTLOT OWNERSHIP AND PURPOSE: Outlot 1 with the existing building shall be maintained by the Developer. Outlot 2 shall be maintained for open space purposes. Outlot 3 of the plat of BLUFFSIDE shall be maintained by the BLUFFSIDE Homeowners Association for storm water retention purposes. Each individual lot owner shall have an undividable fractional ownership of Outlot 2 and 3 and that Racine County and the Village of Caledonia shall not be liable for any fees or special assessments in the event Racine County or the Village of Caledonia should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said Outlot 2 and 3 in an unobstructed condition so as to maintain their intended purpose. Construction of any building, grading, or filling in said Outlot 2 and 3 is prohibited unless approved by the Village of Caledonia. The Homeowners Association grants to the Village the right (but not the responsibility) to enter upon the Outlot 2 and 3 in order to inspect, repair, or restore said Outlots to their intended purpose. Expense incurred by the Village for said inspection, repair, or restoration of said Outlot 2 and 3 may be placed against the tax roll for said association and collected as a special charge by the Village. The developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the plat of BLUFFSIDE an undividable one-nineteenth (1/19th) interest in Outlots 2 & 3. The developer and all subsequent owners warrant and represent that said Outlot 2 and 3 for assessment purposes will have no value per se, and the 1/19th interest in said outlots would be assessed with each of the buildable lots. In the event that said Outlot 2, and 3 are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/19th per buildable lot, of the taxes due on said outlots. In the event that these said taxes are not paid, Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due. Outlot 4 and Outlot 5 shall be maintained by the developer for conservancy purposes.
- Primary Environmental Corridor graphically shown per the Southeastern Wisconsin Regional Planning Commission Regional Map Server 2010 Environmental Corridors.
- Wetlands delineated by Heartland Ecological Group INC. on September 15, 2020. Wetlands on Outlot 4 and Outlot 5 graphically shown per Racine County Mapbook.
- Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

CURVE TABLE								
CURVE NO.	LOT	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	LOT 5	27.50	160.00	009°50'52"	N05°07'28"W	27.47'	N10°02'54"W	N00°12'02"W
C2	LOT 6	105.24'	67.00'	090°00'00"	S44°47'58"W	94.75'	S00°12'02"E	S89°47'58"W
C3	LOT 14	105.03'	87.52'	068°45'30"	S55°49'17"E	98.84'	N89°47'58"E	S21°26'32"E
C4	LOT 15	105.74'	54.08'	112°01'54"	S34°34'25"W	89.69'	S21°26'32"E	N89°24'38"W
C5	OUTLOT 3	59.31'	50.00'	067°58'06"	S55°25'35"E	55.90'	S89°24'38"E	S21°26'32"E
C6	OUTLOT 3	285.46'	121.34'	134°47'30"	S45°57'13"W	224.04'	S21°26'32"E	N66°39'02"W
C7	LOT 18	69.24'	89.01'	044°34'00"	N44°22'02"W	67.50'	N66°39'02"W	N22°05'02"W
C8	LOT 18	130.99'	66.61'	112°40'24"	N34°15'10"E	110.88'	S89°24'38"E	N22°05'02"W
C9	LOT 17	40.64'	66.61'	034°57'18"	S73°06'44"W	40.01'	S55°38'05"W	N89°24'38"W
C10	LOT 11	52.19'	101.00'	029°36'26"	N51°26'53"E	51.61'	N36°38'40"E	N66°15'06"E
C11	LOT 11	135.95'	175.00'	044°30'35"	N43°59'48"E	132.55'	N66°15'06"E	N21°44'31"E
C12	ROW	208.92'	133.00'	090°00'01"	S44°47'58"W	188.09'	S89°47'58"W	S00°12'03"E
	LOT 7	26.31'	133.00'	011°20'01"	S84°07'58"W	26.27'		
	LOT 8	146.57'	133.00'	063°08'33"	S46°53'41"W	139.27'		
	LOT 9	36.04'	133.00'	015°31'27"	S07°33'41"W	35.93'		
C13	LOT 9	126.42'	109.00'	066°27'08"	S33°01'32"W	119.45'	S00°12'03"E	S66°15'06"W
C14	ROW	195.91'	167.00'	067°12'53"	S32°38'39"W	184.87'	S66°15'06"W	S00°57'47"E
	LOT 10	24.19'	167.00'	008°18'01"	S62°06'05"W	24.17'		
	OUTLOT 2	171.72'	167.00'	058°54'52"	S28°29'39"W	164.25'		
C15	LOT 3	39.27'	25.00'	090°00'00"	N44°47'58"E	35.36'	N00°12'02"W	N89°47'58"E
C16	OUTLOT 4	34.01'	155.01'	012°34'19"	S57°54'11"E	33.94'	S51°37'01"E	S64°11'20"E



APR 19, 2022

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

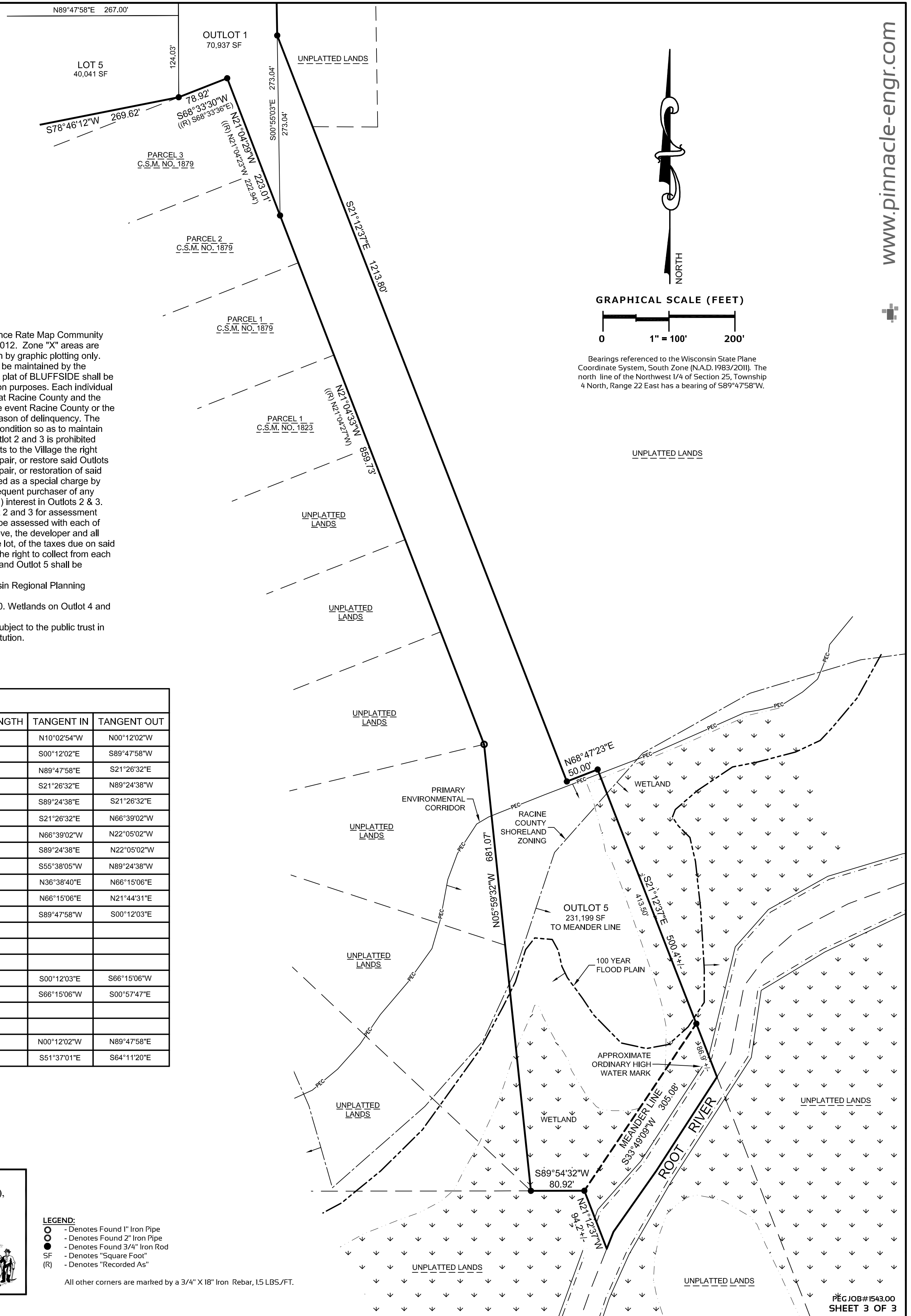
Certified _____, 20_____

Department of Administration

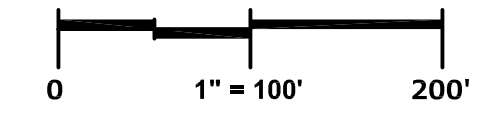


LEGEND:

- - Denotes Found 1" Iron Pipe
 - - Denotes Found 2" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - SF - Denotes "Square Foot"
 - (R) - Denotes "Recorded As"
- All other corners are marked by a 3/4" X 1/8" Iron Rebar, 15 LBS./FT.



GRAPHICAL SCALE (FEET)



Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The north line of the Northwest 1/4 of Section 25, Township 4 North, Range 22 East has a bearing of S89°47'58"W.

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UNPLATTED LANDS

RESOLUTION NO. 2022-86

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±141,535 SQUARE-FOOT INDUSTRIAL BUILDING LOCATED ON NORTHWESTERN AVENUE, SOUTH OF 13501 NORTHWESTERN AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; JASON LUEDERS, APPLICANT, TI INVESTORS OF CALEDONIA LLC, OWNER

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

WHEREAS, Jason Lueders, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±141,535 square-foot industrial building located on Northwestern Avenue, south of 13501 Northwestern Avenue, Parcel ID Nos. 104-04-22-30-038-000 & 104-04-22-30-047-000, Village of Caledonia, Racine County, WI; and,

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

1. The proposed use is allowed through the building, site, and operation plan review process.
2. This use is consistent with the 2035 Comprehensive Land Use Plan designation of Industrial/Business Park.

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A: Conditions of Approval
Zilber Building #1 - Northwestern Avenue
Parcel ID Nos. 104-04-22-30-038-000 & 104-04-22-30-047-000

1. Building Permit. The applicant must obtain a building permit card from the Village after paying all building and zoning fees. 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. Compliance. Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. Binding Effect. These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
4. Plans. The proposed ±141,535 square-foot industrial building located on Northwestern Avenue, south of 13501 Northwestern Avenue shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning Department on August 15, 2022.
5. Stormwater. The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.
6. Fire Department Approval. Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
7. Caledonia Sewer and Water Utility Districts. The property owner or designated agent must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required.
8. 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.
9. Parking. Parking at the site must be in compliance with the submitted plans. All employee and visitor parking must be conducted in the proposed parking lot as outlined on the submitted site plan. Each parking space shall be a minimum of nine feet wide and 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. All parking spaces shall be clearly marked. The driveway and all parking areas must be maintained in an all-weather, dust-controlled condition.

10. Lighting. Lighting must comply with the approved lighting plan dated July 25, 2022. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway. Following installation, owner shall contact Village for an inspection to ensure that lighting was properly installed.
11. Parcel Creation. The applicant must record a certified survey map with the Racine County Register of Deeds to create the legal parcel for this site plan prior to building permits being submitted.
12. Signage. The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. The Village may require a Master Sign Plan for the entire new business park where this use is locating and signage at the site may, at the Village's option, be required to comply with the Master Sign Plan in accordance with Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Banners, balloons, flashing, or animated signs are prohibited.
13. No Accumulation of Refuse and Debris. Any fence, wall, hedge, yard, space, or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
14. Property Maintenance Required. A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining, and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning, and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.
15. Performance Standards. The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
16. Expiration. This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.
17. 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.
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 Building, Site & Operations Plan. No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Village Development Director, may be made at a staff level, if authorized by the Village Development Director.
21. Agreement. Your accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Jason Lueders, TI Investors of Caledonia LLC, and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
22. Subsequent Owners. It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2022-87

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±233,249 SQUARE-FOOT INDUSTRIAL BUILDING LOCATED ON NORTHWESTERN AVENUE, SOUTH OF 13501 NORTHWESTERN AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; JASON LUEDERS, APPLICANT, TI INVESTORS OF CALEDONIA LLC, OWNER

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

WHEREAS, Jason Lueders, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±233,249 square-foot industrial building located on Northwestern Avenue, south of 13501 Northwestern Avenue, Parcel ID Nos. 104-04-22-30-038-000 & 104-04-22-30-047-000, Village of Caledonia, Racine County, WI; and,

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

1. The proposed use is allowed through the building, site, and operation plan review process.
2. This use is consistent with the 2035 Comprehensive Land Use Plan designation of Industrial/Business Park.

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A: Conditions of Approval
Zilber Building #2 - Northwestern Avenue
Parcel ID Nos. 104-04-22-30-038-000 & 104-04-22-30-047-000

1. Building Permit. The applicant must obtain a building permit card from the Village after paying all building and zoning fees. 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. Compliance. Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. Binding Effect. These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
4. Plans. The proposed ±233,249 square-foot industrial building located on Northwestern Avenue, south of 13501 Northwestern Avenue shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning Department on August 15, 2022.
5. Stormwater. The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.
6. Fire Department Approval. Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
7. Caledonia Sewer and Water Utility Districts. The property owner or designated agent must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required.
8. 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.
9. Parking. Parking at the site must be in compliance with the submitted plans. All employee and visitor parking must be conducted in the proposed parking lot as outlined on the submitted site plan. Each parking space shall be a minimum of nine feet wide and 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. All parking spaces shall be clearly marked. The driveway and all parking areas must be maintained in an all-weather, dust-controlled condition.

10. Lighting. Lighting must comply with the approved lighting plan dated July 25, 2022. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway. Following installation, owner shall contact Village for an inspection to ensure that lighting was properly installed.
11. Parcel Creation. The applicant must record a certified survey map with the Racine County Register of Deeds to create the legal parcel for this site plan prior to building permits being submitted.
12. Signage. The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. The Village may require a Master Sign Plan for the entire new business park where this use is locating and signage at the site may, at the Village's option, be required to comply with the Master Sign Plan in accordance with Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Banners, balloons, flashing, or animated signs are prohibited.
13. No Accumulation of Refuse and Debris. Any fence, wall, hedge, yard, space, or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
14. Property Maintenance Required. A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining, and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning, and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.
15. Performance Standards. The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
16. Expiration. This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.
17. 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.
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 Building, Site & Operations Plan. No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Village Development Director, may be made at a staff level, if authorized by the Village Development Director.
21. Agreement. Your accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Jason Lueders, TI Investors of Caledonia LLC, and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
22. Subsequent Owners. It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2022-88

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A BUILDING, SITE, AND OPERATIONS PLAN TO CONSTRUCT AND UTILIZE A ±709 SQUARE-FOOT ADDITION TO AN EXISTING INDUSTRIAL BUILDING, LOCATED AT 4133 COURTNEY 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, Gene Bohn, Agent, requested approval of a building, site, and operation plan to construct and utilize a ±709 square-foot addition to the existing industrial building. The applicant has indicated that the proposed addition will be used to increase the capacity of the existing business. The subject site is zoned M-2, General Industrial District, on Parcel ID No. 168-04-21-36-001-220 in the Village of Raymond and this tract of land is within the jurisdictional area of the Cooperative Plan giving the Village of Caledonia approving authority; and

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

1. The Village of Raymond granted approval of the proposed building, site, and operation plan.
2. 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.
3. 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 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 September, 2022.

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs
Village President

Attest: _____

Joslyn Hoeffert
Village Clerk

Exhibit A: Conditions of Approval for the Building Addition Located at 4133 Courtney 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 addition shall be located, constructed, and utilized in accordance with the plan received on July 22, 2022.
3. **Landscaping.** The applicant will install three evergreen trees in the northwest corner of the site to comply with the design guideline standard requiring screening of garage doors from roadways. Landscaping shall be maintained in a living condition and any landscaping that dies or is otherwise removed shall be immediately replaced.

RESOLUTION NO. 2022-89

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST TO AMEND THE CONDITIONAL USE PERMIT ALLOWING FOR THE OPERATION OF A U-HAUL BUSINESS WITH OUTDOOR STORAGE OF TRUCKS AND TRAILERS FOR THE PROPERTY LOCATED AT 7952 USH 41, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; MIKE SHULTZ, APPLICANT, KIDANGAYIL INC., OWNER

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

WHEREAS, Mike Schultz requested an amendment to the conditional use permit allowing for the operation of a U-Haul business with outdoor display of trucks and trailers at 7952 USH 41, Parcel ID No. 104-04-22-07-076-000, Village of Caledonia, Racine County, WI; and,

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

1. The proposed use is allowed by underlying zoning through the conditional use process.
2. The proposed use appears to be compatible with the existing use on the parcel.
3. The proposed use does not negatively impact the surrounding properties.

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

**Exhibit A: Conditions of Approval 7952 USH 41:
Fueling Station, Convenience Store, and U-Haul Truck & Trailer Rental Business**

1. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
2. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agents, and any other users of the Property Owner with respect to the uses on the Property.
3. **Plans.** The operation of the fueling station and convenience store shall be in accordance with the site plan approved August 31, 1989. The proposed operation of truck and trailer rental business (U-Haul) shall be located and utilized in accordance with the plans and documents dated 08-08-2022.
4. **Gas Pump Islands:** the proposed gas pump islands and the conversion of the existing service station may occur as shown on the submitted plans. A canopy may be installed, however, the location of said canopy is subject to the review and approval of the Board of Adjustments and this approval shall not be the basis for a BOA approval of a setback variance for canopy.
5. **Fuel Storage Tanks:** The existing underground fuel storage tanks may be upgraded or replaced subject to compliance with Department of Natural Resources and/or Department of Industry, Labor, and Human Relations rules and regulations.
6. **Parking & Driveway Access:** Driveway access may be located as shown on the submitted plan. A minimum of eight parking spaces shall be provided for the convenience store. These spaces shall be 9'x20' exclusive of the area for ingress and egress. These parking spaces, the driveway, and aprons shall be maintained in an all-weather, hard-surfaced condition. Parking of trucks and trailers related to the U-Haul business are limited to the areas identified in the site plan submitted on August 9, 2022. No more than four U-Haul vehicles and six trailers can be displayed on the property.
7. **Lighting.** Lighting at the site must be in compliance with the previously approved Lighting Plan. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.
8. **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.
9. **Permits:** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and license.
10. **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.
11. **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 facade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.
12. **Expiration.** This approval will expire six (6) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur unless the Village of Caledonia Plan Commission and the Village Board grants a written extension. Written extension requests must be submitted to the Racine County Development Services Office thirty (30) days before permit/approval expiration.
13. **Access.** The applicant must allow any Village or Racine County employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
14. **Compliance with Law.** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all

applicable local, state, and federal regulations, including Titles 14, 16 and 18 of the Village of Caledonia Code of Ordinances.

15. **Reimburse Village Costs.** Applicant shall reimburse to the Village all costs incurred by the Village for review of this site plan review 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.
16. **Amendments to Conditional Use Approval.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
17. **Agreement.** Your accepting the site plan review approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Joy Peter, Kidangayvil Inc., and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
18. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions

RESOLUTION NO. 2022-90
(09/06/2022)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
PUBLIC ROAD RESERVATION AGREEMENT WITH MARK & CAROLE DECHECK**

WHEREAS, the applicant 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 Village Plan Commission on June 27, 2022, recommended conditional approval of the CSM with modifications to the Public Services Director memo. The modifications to the conditions were 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.

WHEREAS, the Village Board on July 11, 2022, adopted Resolution 2022-72 to approve the CSM subject to the recommendation of the Plan Commission.

WHEREAS, as a condition of approval of the CSM, a Public Road Reservation Agreement is required to be executed by the owners. The Public Road Reservation has been drafted by the Owners Attorney and has been reviewed by the Village Attorney.

WHEREAS, the Owners, Mark & Carole DeCheck have executed the Public Road Reservation Agreement and have provided the Agreement to the Village.

WHEREAS, the President and Clerk of the Village need to execute the Public Road Reservation Agreement in order to allow it to be recorded.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the execution of the Public Road Reservation Agreement as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village President and Village Clerk are authorized to execute said Public Road Reservation Agreement.

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

VILLAGE OF CALEDONIA

By: _____
James R Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

PUBLIC ROAD RESERVATION AGREEMENT

This public road reservation agreement ("Agreement"), effective as of the date last executed by either Party below, made and entered into by and between Mark DeCheck and Carole DeCheck ("Owner") and the Village of Caledonia ("Village") (collectively, "Parties").

RECITALS

WHEREAS, the Village and Owner have negotiated an agreement pursuant to which Owner will divide a certain parcel (Parcel ID 51-104-04-23-28-093-000, hereafter, "Property") into two Lots, Lot 1 and Lot 2, pursuant to a Certified Survey Map, an unsigned copy of which is attached and incorporated by reference as Exhibit A; and,

WHEREAS, the Property, is described as:

Certified Survey Map Legal:

PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, STATE OF WISCONSIN.

WHEREAS, the certified survey map ("CSM") creating the Property requires Owner to grant to the Village a public road reservation over a certain portion of the northeast corner of Lot 1 of the Property ("Reservation Area"), as depicted and described as "33' Wide Road Reservation" on Exhibit A.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated into this Agreement.
2. Reservation. Owner agrees to, and hereby does, reserve the Reservation Area for the possible future dedication of such area to the Village as a public road. Owner further agrees, for itself and its successors in interest in the Property, to not construct or allow the construction of any improvements within the Reservation Area without the prior written consent of the Village.
3. Dedication. Owner shall execute and deliver to the Village an enforceable dedication of public road over the Reservation Area within 10 business days of a written request therefor from the Village ("Dedication"). The Dedication shall also include the dedication of such utility, ditch, slope, or temporary construction easements

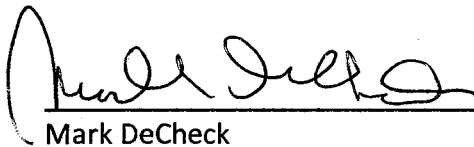
immediately adjacent to the Reservation Area as the Village may then reasonably require for the construction and improvement of a public road within the Reservation Area. If Owner fails to execute and deliver to the Village an enforceable Dedication as required by this paragraph, this Agreement itself shall constitute such a dedication upon the adoption of a resolution of the Village Board of Trustees accepting a public road and such additional easements, if any, over the Reservation Area and the recording of such resolution in the Racine County Register of Deeds Office.

4. Driveway Relocation. Owner agrees that, if and when the Village acts to dedicate and improve a public road over the Reservation Area, Owner shall, at Owner's sole cost and expense, arrange for the removal, or the removal and reconstruction, of any driveways on the Property the location or construction of which are deemed by the Village to be incompatible with the new public road. Any new driveway on the Property shall be constructed at Owner's sole cost and expense and in compliance with all applicable Village requirements, including any requirements as to the location, design, and intersection of the new driveway(s) with the new public road.
5. Acceptance or Improvement Not Required. Nothing herein is or shall be construed as an obligation on the Village to ever request or to accept dedication of a public road over the Reservation Area. The decision to request, accept, or improve a dedicated public road over the Reservation Area shall be exclusively the Village's to be exercised in its sole discretion. Moreover, the Village may, at any time and in the Village's sole discretion, opt to release this Agreement and the Reservation Area, by the adoption of a resolution of the Village Board of Trustees to that effect, which adopted resolution shall be recorded against the Property in the Racine County Register of Deeds Office.
6. Agreement Runs With The Land. This Agreement shall constitute an agreement running the land and shall be binding on Owner and on any and all of Owner's successors in interest as to the Property. Owner shall cause a copy of this Agreement to be recorded against the Property in the Racine County Register of Deeds Office and shall also provide the Village with a recorded copy thereof.
7. Ruby Avenue Extension. Should Owner of Lot 1 at any time petition or request approval of an additional land division of Lot 1 from the Village or desire to have access to public right-of-way frontage along the eastern boundary line of existing Lot 1, Owner shall deliver, upon approval by the Village, to the Village the Dedication and shall improve the public right-of-way at its expense for use as a public street in accordance with Village specifications and the Village's Code of Ordinances (the "Extension"). Owner shall have a right of reimbursement for one-half of such costs for the construction of such public street in the Extension from the owner of any benefitted parcel that has frontage on the Extension for a period of ten (10) years from date of Village acceptance of the public street. At such time as the Extension is to be constructed, the Village will seek to impose a

deferred special assessment for one half (1/2) of the cost to improve the public street in the Extension to benefitted properties plus an appropriate interest rate with payment required at the time access to such public street is requested from the Village in accordance with the Village's assessment policies, Code of Ordinances and applicable Wisconsin Statutes. When/if collected, those funds would be paid over to the Owner.

8. Disclaimers. Nothing in this Agreement does or shall be construed so as to create any partnership, joint venture, or agency relationship between the Village and Owner. Unless and until the Reservation Area is dedicated to and accepted by the Village, such area shall be owned and shall be maintained by Owner and by its successors in interest in the Property.

OWNER:



Mark DeCheck
Owner

Date: 8/23/22

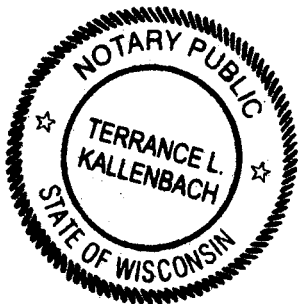


Carole DeCheck
Owner

Date: 8/23/22

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 23rd day of August, 2022, the above-named Mark DeCheck and Carole DeCheck, to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.





Notary Public, Racine County, Wisconsin
My Commission is Permanent.

VILLAGE:
Village of Caledonia

By: _____
James Dobbs
Village President

Date: _____

Attest: _____
Joslyn Hoeffert
Village Clerk

Date: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

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

Notary Public, Racine County, Wisconsin
My Commission: _____

This instrument drafted by:
Atty. Terrance L. Kallenbach
State Bar No. 1001397
BJELAJAC & KALLENBACH
Post Office Box 38
Racine, Wisconsin 53401-0038

Return to:
Atty. Terrance L. Kallenbach
BJELAJAC & KALLENBACH
Post Office Box 38
Racine, Wisconsin 53401-0038

RESOLUTION NO. 2022-91

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT AND UTILIZE A ±52,700 SQUARE-FOOT REFRIGERATED WAREHOUSE BUILDING ADDITION WITH LOADING DOCKS AND A ±1,705 SQUARE-FOOT OFFICE ADDITION, AT 12725 FOUR MILE ROAD, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; CURTIS SCHROEDER, APPLICANT; CENTRAL STORAGE WAREHOUSE, OWNER

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

WHEREAS, Curtis Schroeder, Applicant, requested approval to construct and utilize a ±52,700 square-foot refrigerated warehouse building addition with loading docks and a ±1,705 square-foot office addition at 12725 Four Mile Road, Village of Caledonia, Racine County, WI; and,

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

1. The proposed use is allowed by underlying zoning through the site, building, and operations plan review process.
2. The proposed use is consistent with the existing use on the property.

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

EXHIBIT A - CONDITIONS
Central Storage Refrigerated Warehouse Industrial & Office Additions
12725 4 Mile Road

1. Building Permit. The applicant must obtain a building permit card from the Village after paying all building and zoning fees. 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. Compliance. Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. Binding Effect. These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
4. Plans. The proposed additions (To construct and utilize a ±52,700 square-foot refrigerated warehouse building with loading docks and a ±1,705 office space addition) shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning Department on August 15, 2022.
5. Stormwater. The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.
6. Fire Department Approval. Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
7. Caledonia Sewer and Water Utility Districts. The property owner or designated agent must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required.
8. 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.
9. Parking. Parking at the site must be in compliance with the submitted plans. All employee and visitor parking must be conducted in the proposed parking lot as outlined on the submitted site plan. Each parking space shall be a minimum of nine feet wide and 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. All parking spaces shall be clearly marked. The driveway and all parking areas must be maintained in an all-weather, dust-controlled condition.

10. Lighting. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.
11. Signage. The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. The Village may require a Master Sign Plan for the entire new business park where this use is locating and signage at the site may, at the Village's option, be required to comply with the Master Sign Plan in accordance with Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Banners, balloons, flashing, or animated signs are prohibited.
12. 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.
13. Property Maintenance Required. A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining, and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning, and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.
14. Performance Standards. The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
15. Expiration. This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.
16. 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.
17. 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.
18. Reimburse Village Costs. Applicant shall reimburse the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.

19. Site Plan and Title 16 Review. The final site plan and site design and architectural details required under Title 16 of the Village's Code of Ordinances shall be reviewed and approved for compliance by the Village's Planning Department in consultation with the Zoning Administrator and Village Engineer. More specifically, applicant shall comply with the adopted planning-related conditions set forth below.

20. Agreement. Your accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Central Storage and Warehouse, Curtis Schroeder and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.

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

RESOLUTION NO. 2022-92

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A MANAGED SERVICES CONTRACT WITH ONTECH SYSTEMS FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, in April of 2022 the Village of Caledonia had contracted with Ontech Systems for IT services on a time and material basis at a rate of \$150/hour, while both parties gained a better understanding of the technology needs within the Village; and

WHEREAS, after the review of existing Information Technology systems within the Village of Caledonia both parties are confident that the proposed Managed Services contract will meet the current and ongoing technology needs within the Village; and

WHEREAS, Village staff recommends the Village contract with Ontech Systems for Information Technology services with a two year service term;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Ontech Systems related to Information Technology Managed Services at the monthly rate of \$4,057, as described in Exhibit A, which is attached hereto and incorporated herein subject to final review by Village Attorney and Village Administrator; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts or other documents necessary to implement this resolution.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Managed Services - Advanced Bundle

Description	Recurring	Qty	Ext. Recurring
Ontech Advanced Managed Services Bundle- 2 Yr Pricing	\$4,057.00	1	\$4,057.00
Network Documentation Portal		2	
Change Management Tool		1	
Network Care		11	
Virtual Host Care		3	
Elite Server Care		11	
Desktop Care		90	
Webroot SAT		107	
Webroot DNS		90	
Dark Web Domain Monitoring		1	
Fortify for Endpoint		101	

Advanced Bundle Scope of Services

Features Included in Network Documentation Portal;

- Encrypted Documentation Portal for storing all network information. Network Documentation Portal is available through a web browser as well as mobile app.
 - Centrally store all passwords
 - Control who has access to each password
 - Automatically create strong passwords
 - Store important "how to" and procedural information
 - Standard Operating Procedures
 - PC Setup Checklists
 - New Hire/Termination Documents
 - Contracts & Service Providers
 - Contacts and Locations
 - Dynamically link network devices to people and locations

Features Included in Liongard;

- Change Management Automation
- Alerts & Metric Value Tracking
- Ticketing System Integration for Change Tracking

Features Included in Network Care;

- Automated Inventory of Network Devices and Classification: Have a profile for every device on a network at your fingertips

Managed Services - Advanced Bundle

Description	Recurring	Qty	Ext. Recurring
<ul style="list-style-type: none"> • Network Diagram & Connectivity Methods: Instantly know how everything on your network is connected • IP Address Management: Get an automatic list of all the IP addresses currently in use and which device is using it • Alerts & Notifications: Stay on top of important network events with both preconfigured and customizable alerting • Service Monitoring: Inventory and monitor the services running on nearly any device on the network • Context Aware Data: Get relevant and actionable information tailored to each device type • Rich Statistics: Understand and improve the stability of a network with usage and health stats • Live & Historic Data: View network performance as it happens with a 60-second polling, or dive into detailed logs • Netflow Data & Analytics: Gain real-time visibility into network traffic with analytics and reporting 			

Features Included in Virtual Host Care;

- Real time server hardware health monitoring
- Health Checks for configurations, including vCPU, memory, and network setup
- Review error logs using vSphere and vCenter
- Reconfigure VM's & host data stores
- Lights out management: when a server is down, steps to reboot it automatically will be taken

Features Included with Ontech Elite Server Care;

- 24x7 Monitoring & Alerting on Servers
- Webroot Anti-Virus License
- Windows Patches and Updates
- Enterprise Remote Access Program for your and our use (MFA Enablement Required for use)
- Driver & Firmware Updates for Servers
- Server Cluster Health Checks and Remediation
- Assign issue based Troubleshooting including;
 - Exchange
 - VM Ware
 - Hyper-V
 - Remote Desktop Services
 - Server Performance Issues
 - Group Policy Failures
 - Windows Server and Service Errors

Ontech and our NOC Target Service Levels

- Server Down Tickets: 15-30 minutes to begin work
- Critical Impact Alert Tickets: 1-2 Hours to begin work
 - Update Critical Impact Tickets: every 3-4 Hours

Features Included in Desktop Care;

- 24x7 monitoring and alerting of hardware components
- Backup Alerts to our NOC and internal team
- Webroot Antivirus
- Windows Security patches
- 3rd party patches like Adobe, Java, etc.

Managed Services - Advanced Bundle

Description	Recurring	Qty	Ext. Recurring
<ul style="list-style-type: none"> • Enterprise Remote Access Program for your and our use (MFA Enablement Required for use) • Auto attempts to remove malware • Weekly Temp File and Cookie Clean up 			
<i>Features Included in Webroot Security Awareness Training;</i>			
<ul style="list-style-type: none"> • Fully featured phishing simulator • Engaging and interactive training courses • Trackable, customizable training campaigns • Campaign and contact management • Reporting Center 			
<i>Features included in Webroot DNS Protection</i>			
<ul style="list-style-type: none"> • Webroot DNS Features <ul style="list-style-type: none"> ○ Secure and reliable internet connectivity ○ No on-site hardware install ○ IPv4, IPv6, HTTP, and HTTPS filtering ○ 80 distinct web categories ○ Roaming and mobile user protection ○ Wifi and guest network protection ○ Policy control by user, group, or IP Address ○ On-Demand reporting ○ Maintain regulatory compliance by restricting browsing • Advanced Web Browsing Protection Benefits <ul style="list-style-type: none"> ○ Admins are able to maintain full network visibility with complete insight into the connection requests being made and by whom allows better informed access policies ○ Admins are able to reduce infections due to the ability to prevent users browsing to malicious and suspicious internet locations, resulting in less cost of remediation ○ Admins are able to implement and enforce granular access policies to take control of productivity, HR & compliance requirements, and more with customizable policy controls by individual, groups, or IP Address 			
<i>Features Included in Dark Web Domain Monitoring</i>			
<ul style="list-style-type: none"> • Domain monitoring for password and other credential leaks from hacked or exposed websites 			
<i>Features Included in Fortify For Endpoint Protection</i>			
<ul style="list-style-type: none"> • Complete SOC Services: Implement advanced operations without the need for in-house security expertise. The complete Continuum Fortify SOC analyzes quarantined applications and files, reducing false positives and ensuring comprehensive protection. We take care of the labor challenges while you focus on growing your business. • Threat Detection: Rapidly recognizes many thousands of virus and malware attack variants including cryptomining attacks as well as the root causes of these malicious behaviors by quickly identifying and diagnosing corrupt source processes and system settings. • Response & Remediation: When malicious behavior is detected, Continuum Fortify For Endpoint Security will quickly rollback files to previous safe versions through tracking changes in the devices and restoring it to an acceptable risk state. • Next Generation Endpoint Security: Fortify For Endpoint Security utilizes the patented SentinelOne platform, for its unique malware detection and remediation technology. This solution incorporates the industry's most innovative prevention, providing visibility into the root causes and origins of the threat, reversing the malicious operations and 			

Managed Services - Advanced Bundle

Description	Recurring	Qty	Ext. Recurring
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remediating them at an agile speed, when needed.

If choosing a contract option, I understand the services I am approving on this proposal is a contract between our business entity and Ontech Systems, Inc. for Managed Services only. These services differ from hourly time and materials charges. The terms available for Managed Services are month to month, 1 year, or 2 year.

If choosing a commitment option, your business will be *committed to the minimum monthly spend amount quoted, this will be your minimum commitment*. If additions are needed, they can be added to active contract. All Managed Services products purchased through Ontech must be on the same term length. Cancellation prior to the termination date will result in full payment of contracted Managed Services through the last day of contract.

Contract starts when agents are installed and “live and active”, not accepted proposal date, and these dates will be reflected on your invoice. **Agreement terms will auto renew unless a 60-day notice is provided by end client.** The monthly fees do not include set up or cancellation service fees to install or uninstall the Managed Services agents(s).

Monthly Subtotal: \$4,057.00



RiskWatch - Annual

Description	Recurring	Qty	Ext. Recurring
Risk Watch (Azure Active Directory Premium P2) 1 Year Subscription	\$108.00	1	\$108.00
<ul style="list-style-type: none"> • Leaked Credentials – Monitors for leaks of users valid credentials • Azure AD Threat Intelligence – Identifies user activity that is unusual for the given user or is consistent with known attack patterns • Sign In From Anonymous IP Address – Monitors for sign in's from anonymous/hidden IP address • Atypical Travel – Monitors the timeline of sign in's originating from geographically distant or atypical locations • Malware Linked IP Address – Identifies sign in's from IP addresses infected with malware • Unfamiliar Sign In Properties – Considers past sign in history to look for anomalous sign in's • Admin Unconfirmed User Compromised – Indicates an admin has selected confirm user compromised in the risky users UI or using risky Users API • Malicious IP Address – Identifies sign in's from malicious IP Addresses • Suspicious Inbox Manipulation Rules – Detection by Microsoft cloud app security • Triggers alerts when suspicious rules that delete or move messages or folders are set on user 			
Annual Subtotal:			\$108.00

Services

Description	Price	Qty	Ext. Price
Service - Fixed Fee	\$3,000.00	1	\$3,000.00
Subtotal:			\$3,000.00



Managed Services

Quote Information:

Quote #: TS010880

Version: 1

Delivery Date: 05/18/2022

Expiration Date: 07/10/2022

Prepared for:

Village of Caledonia

5043 Chester Lane

Racine, WI 53402

Kathy Kasper

(262) 835-4451

KKasper@caledonia-wi.gov

Prepared by:

Ontech Systems Inc.

Taylor Schmidt

(262) 522-8560

taylor@ontech.com

Quote Summary

Description	Amount
Services	\$3,000.00
Total:	\$3,000.00

Annual Expenses Summary

Description	Amount
RiskWatch - Annual	\$108.00
Annual Total:	\$108.00

Monthly Expenses Summary

Description	Amount
Managed Services - Advanced Bundle	\$4,057.00
Monthly Total:	\$4,057.00

Payment Options

Description	Payments	Interval	Amount
Managed Service Commitments			
2 Year Managed Service	24	Monthly	\$4,057.00



Summary of Selected Payment Options

Description	Amount
Managed Service Commitments: 2 Year Managed Service	
Selected Recurring Payment	\$4,057.00
Total of Recurring Payments	\$97,368.00

You have committed to a 2 year agreement. Quantities cannot be reduced during this period. Cancellation prior to the termination date will result in full payment of contracted Managed Services through the last day of contract.

For full quote view with product descriptions, warranty information and disclaimers, please review PDF.

Note: Quote is valid for 15 days.

Taxes, shipping, handling and other fees may apply.
We reserve the right to cancel orders arising from pricing or other errors.

Note: Please do not pay from quote, invoice to follow.

Ontech Systems Inc.

Village of Caledonia

Signature:

Signature:

Name: Taylor Schmidt

Name: Kathy Kasper

Title: Account Manager

Date:

Date: 05/18/2022

RESOLUTION NO. 2022-93

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPROVE A CERTIFIED SURVEY MAP – TI INVESTORS OF CALEDONIA, LLC /
CALEDONIA CORPORATE PARK CSM – SW ¼ OF SECTION 30, T4N, R22E,
VILLAGE OF CALEDONIA, RACINE COUNTY, WI – OWNER TI INVESTORS OF
CALEDONIA, LLC**

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

WHEREAS, the Village Board has previously approved the rezoning of the parcel for TI Investors of Caledonia LLC d/b/a Zilber Property Group – SW ¼ of Section 30, T4N, R22E located in TID #4 for the development of a new business park in the Village.

WHEREAS, the applicant is requesting to create three Lots as described on the Village Engineer’s Memo attached hereto as **Exhibit A** and the Village Engineer recommended approval subject to the conditions set forth in **Exhibit A**.

WHEREAS, it is the intent of the developer that Lot 2 and Lot 3 will be developed in the next year and Lot 1 may be further divided into additional Lots at a later date.

WHEREAS, the Village Plan Commission has recommended approval of the request subject to the approval by the Village Board in accordance with the Village’s Engineer’s Memo attached hereto as **Exhibit A** and 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 same reasons and requirements set forth above and subject to the same conditions imposed by the Village Plan Commission 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 September, 2022.

VILLAGE OF CALEDONIA


By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

MEMORANDUM

Date: August 24, 2022

To: Plan Commission
Village Board

From: Ryan Schmidt P.E.
Village Engineer 

Re: Caledonia Corporate Park Certified Survey Map
Parcel ID 104-04-22-30-038-000 & 104-04-22-30-047-000

The Engineering Department has received a Certified Survey Map (CSM) from Adam Artz of Pinnacle Engineering Group on behalf of the Zilber Property Group. John Konopacki of the Pinnacle Engineering Group prepared the CSM.

The existing properties are located within TID #4 south of CTH K (Northwestern Ave). The property is bordered by the East Frontage Road on the west side and extends easterly to the East line of the SW ¼ Section 30, T4N, R22E. The existing combined parcel size 93 acres. The existing zoning on the parcels is M-3 Heavy Industrial District as of the June 6, 2022 Plan Commission meeting.

This CSM is for the creation of three (3) Lots from the two existing parcels for a proposed industrial distribution facility development that is currently in the review process by Village Staff. Village Road Right-of-Way is also dedicated for public road purposes with two access points on CTH K.

The existing parcels are currently vacant and are mostly farmland. The parcels are located within the Sanitary Sewer & Water Service Area. All Lots will need to connect to Sanitary Sewer & Water services. These connections will be the responsibility of the developers and will be subject to connection fees.

The parcel has proposed sanitary sewer, water, and storm sewer infrastructure that will be located within the Village Road Right-of-Ways for the future development of Lots 2, 3, and portions of Lot 1 to allow for service connections. The southern portion of Lot 1 will require the extension of sanitary sewer through a dedicated easement on adjacent parcels to the south.

The Village Board has approved a Development Agreement via Resolution 2022-41 with TI Investors of Caledonia LLC for the development of the Caledonia Corporate Park. All requirements of that Development Agreement shall be followed with the review and approval of this CSM.

After reviewing the Caledonia Corporate Park / TI Investors of Caledonia CSM, the following motion is recommended.

Move to conditionally approve the Caledonia Corporate Park CSM subject to the following:

- 1) Address the Village's comments/changes to the draft CSM prior to recording.**
 - a) Village Roads shall be named prior to the recording of the final CSM.**
 - b) Village Roads shall be built to Village Standards following Title 18 of the Village Code.**
 - c) No access shall be noted 50' each way from the corners of the Right-of-Way Lines.**
 - d) 25'x25' vision triangle shall be shown at the intersections of the public roads.**
 - e) Each lot will require the zoning setback lines to be shown per the approved zoning and Title 14-1-5 (d)(1)(f)**
 - f) All delineated wetlands and significant natural resource features be shown on the site.**
 - g) Coordinate with Racine County for the Right of Way along Northwestern Avenue; also shown as curve 3 on the CSM. Adjust as necessary for the Final Plat.**
 - h) Coordinate with Racine County on No Access Restrictions along curve 3 / Northwestern Avenue. Adjust as necessary for the Final Plat.**
 - i) Provide documentation that the area along the east property line is Village Right-of-Way.**
 - j) Spell out the Cross-Access Agreement restrictions on the Final Plat.**
- 2) All conditions of the Development Agreement and any Addenda between Zilber Property Group and the Village of Caledonia for the development of the Caledonia Corporate Park shall be incorporated as necessary.**
- 3) There shall be a Conditional Use Review in which all future development on Lots 1, 2, 3, and any future Lot divisions shall conform.**
- 4) There shall be a Building Design Standards Review in which all future developments building on Lots 1, 2, 3, and any future Lot divisions shall conform to Title 16 Chapters 3 & 4.**
- 5) The CSM is subject to the Land Division per Lot fee.**
- 6) All development on this CSM must conform to all Ordinances in Titles 9, 14, 15, 16 and 18.**

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4
and Northwest 1/4 of the Southwest 1/4 of Section 30,
Township 4 North, Range 22 East, Village of Caledonia,
Racine County, Wisconsin.

VICINITY MAP

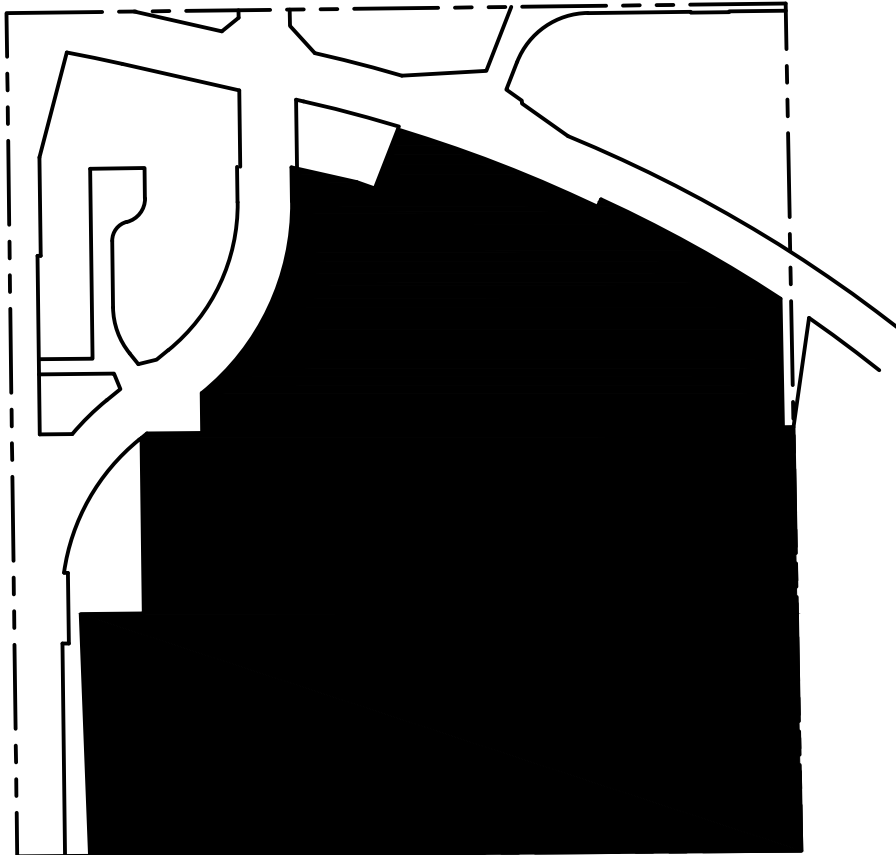
SCALE 1":600'

NORTHWESTERN AVENUE
COUNTY TRUNK HIGHWAY "K"

ADAMS ROAD



INTERSTATE HIGHWAY "94"



Subject Property
Zoning: M-3
Tax Key Numbers:
104-04-22-30-038-000
104-04-22-30-047-000

SW 1/4 SEC. 30 T4N, R22E

NOTES:

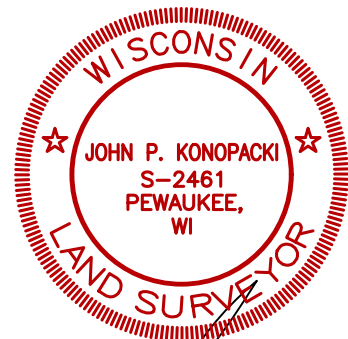
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The south line of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East has a bearing of S89°35'06"W.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55101C0089D with an effective date of MAY 2, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- All remnant building foundations to be removed.
- Wetlands delineated by Heartland Ecological Group Inc, October 2020.

Prepared for:
TI INVESTORS OF CALEDONIA LLC
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203

Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888



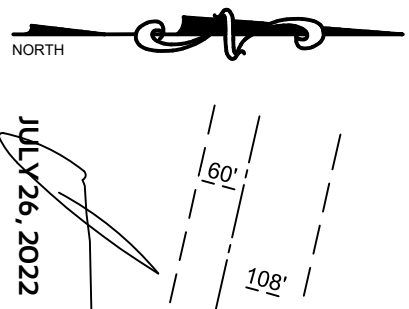
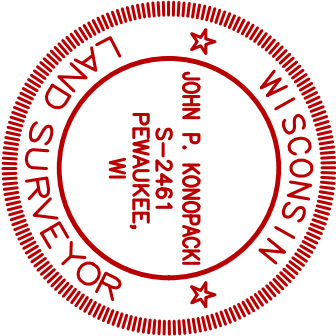
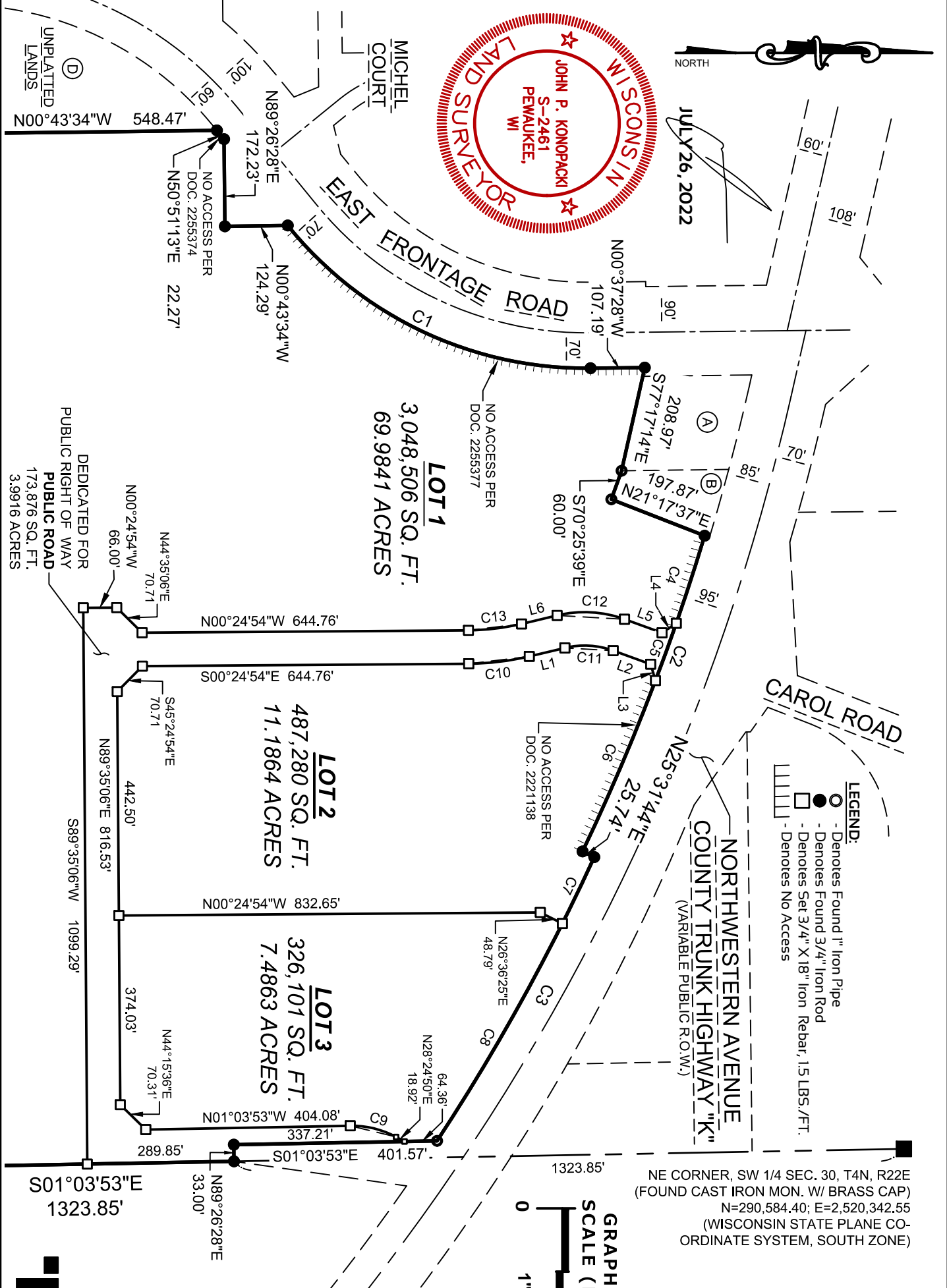
JULY 26, 2022

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

PEG JOB#1912.00
SHEET 1 OF 8

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



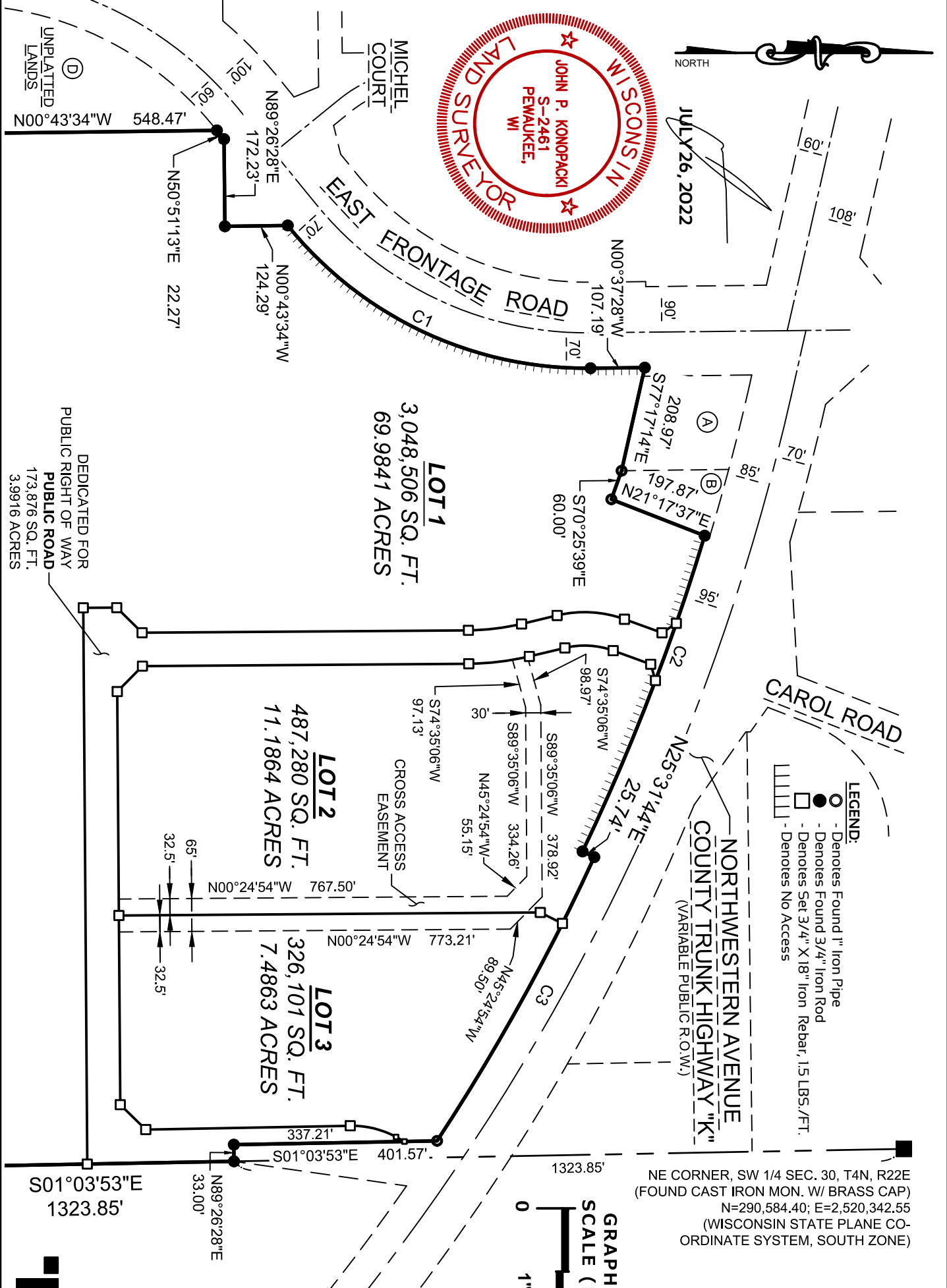
Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

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

PEG JOB#1912.00
SHEET 3 OF 8

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



JULY 26, 2022

UNPLATTED LANDS (D)

DEDICATED FOR PUBLIC RIGHT OF WAY PUBLIC ROAD 173,876 SQ. FT. 3,9916 ACRES

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

PEG JOB#1912.00
SHEET 4 OF 8

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided that part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Beginning at the southeast corner of the Southwest 1/4 of said Section 30;
Thence South 89°35'06" West along the south line of said Southwest 1/4, 2222.70 feet;
Thence North 02°12'08" West, 755.99 feet;
Thence North 89°23'26" East, 196.62 feet;
Thence North 00°43'34" West, 548.47 feet to the southeasterly right of way line of East Frontage Road;
Thence the following courses along said southeasterly right of way line:

North 50°51'13" East, 22.27 feet; North 89°26'28" East, 172.23 feet; North 00°43'34" West, 124.29 feet to a point on a curve;
Northeasterly 684.45 feet along the arc of said curve to the left, whose radius is 758.00 feet and whose chord bears North 25°14'37" East, 661.43 feet; North 00°37'28" West, 107.19 feet;

Thence South 77°17'14" East along said southeasterly right of way line and then continuing, 208.97 feet;
Thence South 70°25'39" East, 60.00 feet;
Thence North 21°17'37" East, 197.87 feet to the southerly right of way line of Northwestern Avenue - County Trunk Highway "K" and a point on a curve;
Thence southeasterly 669.68 feet along said southerly right of way line and the arc of said curve to the right, whose radius is 4378.00 feet and whose chord bears South 68°51'11" East, 669.02 feet;
Thence North 25°31'44" East along said right of way line, 25.74 feet to a point on a curve;
Thence southeasterly 641.75 feet along said right of way line and the arc of said curve to the right, whose radius is 4227.18 feet and whose chord bears South 61°01'02" East, 641.13 feet;
Thence South 01°03'53" East, 401.57 feet;
Thence North 89°26'28" East, 33.00 feet to the east line of the aforesaid Southwest 1/4 of Section 30;
Thence South 01°03'53" East along said east line, 1323.85 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

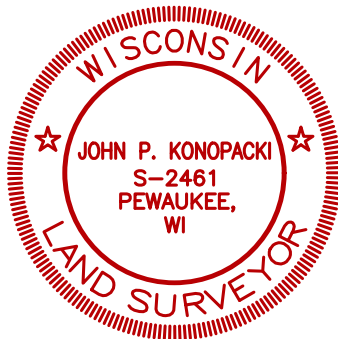
Containing 4,035,763 Square Feet (92.6484 Acres) of land Gross and 3,861,887 square feet (88.6568 acres) of land Net more or less.

That I have made such survey, land division and map by the direction of TI INVESTORS OF CALEDONIA LLC, owner of said land.

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

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

Date: JULY 26, 2022





John P. Konopacki
Professional Land Surveyor S-2461

Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

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

PEG JOB#1912.00
SHEET 5 OF 8

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	684.45'	758.00'	051°44'09"	N25°14'37"E	661.43'	N51°06'41"E	N00°37'28"W
C2	669.68'	4378.00'	008°45'51"	S68°51'11"E	669.02'	S64°28'16"E	S73°14'07"E
C3	641.75'	4227.18'	008°41'54"	S61°01'02"E	641.13'	S56°40'05"E	S65°21'59"E
C4	181.95'	4378.00'	002°22'52"	S72°02'41"E	181.94'		
C5	120.30'	4378.00'	001°34'28"	S70°04'01"E	120.29'		
C6	367.43'	4378.00'	004°48'31"	S66°52'31"E	367.32'		
C7	145.58'	4227.18'	001°58'23"	S64°22'47"E	145.57'		
C8	496.17'	4227.18'	006°43'31"	S60°01'50"E	495.89'		
C9	94.15'	183.00'	029°28'43"	N13°40'28"E	93.12'		
C10	120.85'	533.00'	012°59'27"	S06°54'38"E	120.59'		
C11	96.99'	167.00'	033°16'36"	S03°13'57"W	95.63'		
C12	135.32'	233.00'	033°16'36"	N03°13'57"E	133.43'		
C13	105.88'	467.00'	012°59'27"	N06°54'38"W	105.66'		

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S13°24'21"E	72.22'
L2	S19°52'15"W	78.67'
L3	S73°24'53"W	33.70'
L4	N33°40'23"W	33.80'
L5	N19°52'15"E	78.74'
L6	N13°24'21"W	72.22'



JULY 26, 2022

Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

PEG JOB#1912.00
SHEET 6 OF 8

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

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

TI INVESTORS OF CALEDONIA LLC as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. Village of Caledonia

IN WITNESS WHEREOF, the said TI INVESTORS OF CALEDONIA LLC has caused these presents to be signed by (name - print) _____, (title) _____, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 2022.

In the presence of: TI INVESTORS OF CALEDONIA LLC

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, (name) _____, (title) _____, of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2022.

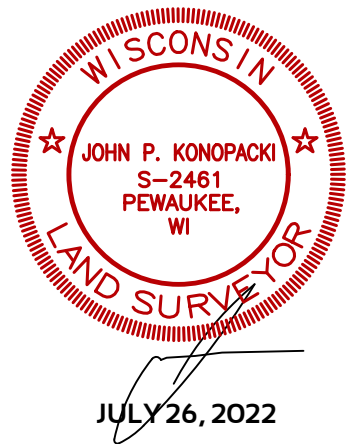
Date

President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Caledonia on this _____ day of _____, 2022.

Date

Joslyn M. Hoeffert, Village Clerk

ADJACENT OWNERS

- (A) - TAX KEY #104-04-22-30-042-000, UNPLATTED LANDS, OWNER: HRIBAR.
- (B) - TAX KEY #104-04-22-30-044-000, UNPLATTED LANDS, OWNER: RGM PARTNERS LLC.
- (C) - TAX KEY #104-04-22-30-048-000, UNPLATTED LANDS, OWNER: SOLFEST TRUST.
- (D) - TAX KEY #104-04-22-30-049-000, UNPLATTED LANDS, OWNER: FORNES.



[Signature]
JULY 26, 2022

Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

PEG JOB#1912.00
SHEET 8 OF 8

RESOLUTION NO. 2022-94

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING THE CONDOMINIUM PLAT BRIARWOOD ADDENDUM NO 1. A
CONDOMINIUM FOR BRIARWOOD CONDOMINIUMS– SE ¼ OF THE SW ¼ OF
SECTION 21, T4N, R23E, VILLAGE OF CALEDONIA, RACINE COUNTY,
WISCONSIN: BRIARWOOD OF CALEDONIA LLC
OWNER PARCEL # 104-04-23-21-061-000**

WHEREAS, Briarwood of Caledonia, LLC., has submitted a Condominium Plat in accordance with Title 14 Chapter 3 of the Village’s Code of Ordinances for Briarwood Addendum No. 1 A Condominium attached as Exhibit A. The Condominium Plat creates an additional 5 – 2-unit condominiums along the private drive named Briarwood Circle located within the Sanitary Sewer and Water Service Area and is specifically located in the SE ¼ of the SW ¼ of Section 21, T4N, R23E, in the Village of Caledonia.

WHEREAS, on October 26, 2020, the Village Plan Commission recommended approval of the Condominium Plat of Briarwood A Condominium subject to conditions outlined in the Public Works Director’s October 22, 2020 memo attached as Exhibit B.

WHEREAS, on November 2, 2020, the Village Board approved Resolution 2020-105 for approval of a Development Agreement for the construction of infrastructure for Briarwood A Condominium.

WHEREAS, on January 17, 2022, the Village Board approved Resolution 2022-04 for the acceptance of the infrastructure for Briarwood A Condominium.

WHEREAS, on February 7, 2022, the Village Board approved Resolution 2022-09 for the approval of the first condominium plat for Briarwood A Condominium.

WHEREAS, the Owner and Mortgagee for Briarwood Addendum No.1 A Condominium have executed the Condominium Plat.

WHEREAS, the Clerk and Finance Director of the Village of Caledonia need to execute the Condominium Plat in order to allow it to be recorded.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Condominium Plat entitled Briarwood Addendum No. 1 A Condominium as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village Clerk and Finance Director are authorized to execute said Condominium Plat.

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

VILLAGE OF CALEDONIA


By: _____
James R Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

MEMORANDUM

Date: Wednesday August 24, 2022

To: Plan Commission
Utility District
Village Board

From: Ryan Schmidt, PE
Village Engineering 

Re: Final Subdivision Plat – Briarwood Condominiums

The Planning Department and the Engineering Department have received a second Final Condominium Plat for Briarwood on July 20, 2022. This subdivision is proposed to have a total of 15 – 2 unit condominiums on a private road named Briarwood Circle accessible via Candlelight Drive. The Briarwood property is approximately 7.92 acres in size and is within the sewer service area.

As background, the first Final Condo Plat was adopted by Resolution 2022-09 by the Village board on February 7, 2022 and was for the building of the first 5 – 2 unit condos on site. This final plat is for another 10 units to be built, leaving only 10 total units remaining. The Village Board approved the original Preliminary Plat in 2005 when private roads were accepted. In addition, the Village Board, via Resolution 2022-04 and 2022-08, accepted the utility infrastructure that was installed for the condominiums and executed the Storm Water Management Practice Maintenance Agreement.

The property has an R-6 PUD Zoning Classification, which allows the flexibility in the development design compared to the traditional R-6 zoning requirements. The Developer has used that flexibility to fit 30 units on site and maximize the space.

If the Plan Commission, Utility District, and Village Board are willing to support the Final Condominium Plat, the following motion is recommended:

Move to approve the Briarwood Condominium Plat subject to the following.

- **All technical corrections and comments made from Village of Caledonia Staff and Commissions will be addressed prior to recording.**
- **Plat must conform to all ordinances in Title 9,14, and 18 as necessary.**
- **Plat is subject to Land Division per Lot Fee.**

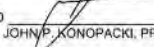
**CONDOMINIUM PLAT OF
BRIARWOOD ADDENDUM NO. 1
A CONDOMINIUM**

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify that I have surveyed and mapped the lands shown and described hereon and that this is a true and correct representation of BRIARWOOD ADDENDUM NO. 1, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.

SIGNED  JULY 1, 2022
JOHN P. KONOPACKI, PROFESSIONAL LAND SURVEYOR S-2461



Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

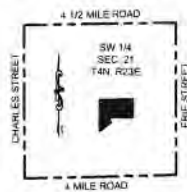
Prepared for:
Briarwood of Caledonia, LLC
8338 Corporate Drive, Suite 300
Racine, WI 53406

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	57.15'	85.00'	N19°40'48"W	56.08'
C2	158.67'	115.00'	N48°45'02"E	146.38'
C3	123.14'	115.00'	S61°02'48"E	117.34'

NOTES:

- All portions of the property that are not specified as Limited Common Elements or as a Unit shall be considered a Common Element.
- Stoops, patios, sidewalks, decks and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.
- Length of Limited Common Element from garage to curb varies and is intended to cover that entire portion of the driveway between the curb and the garage.
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The east line of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East bears N00°20'21"W.

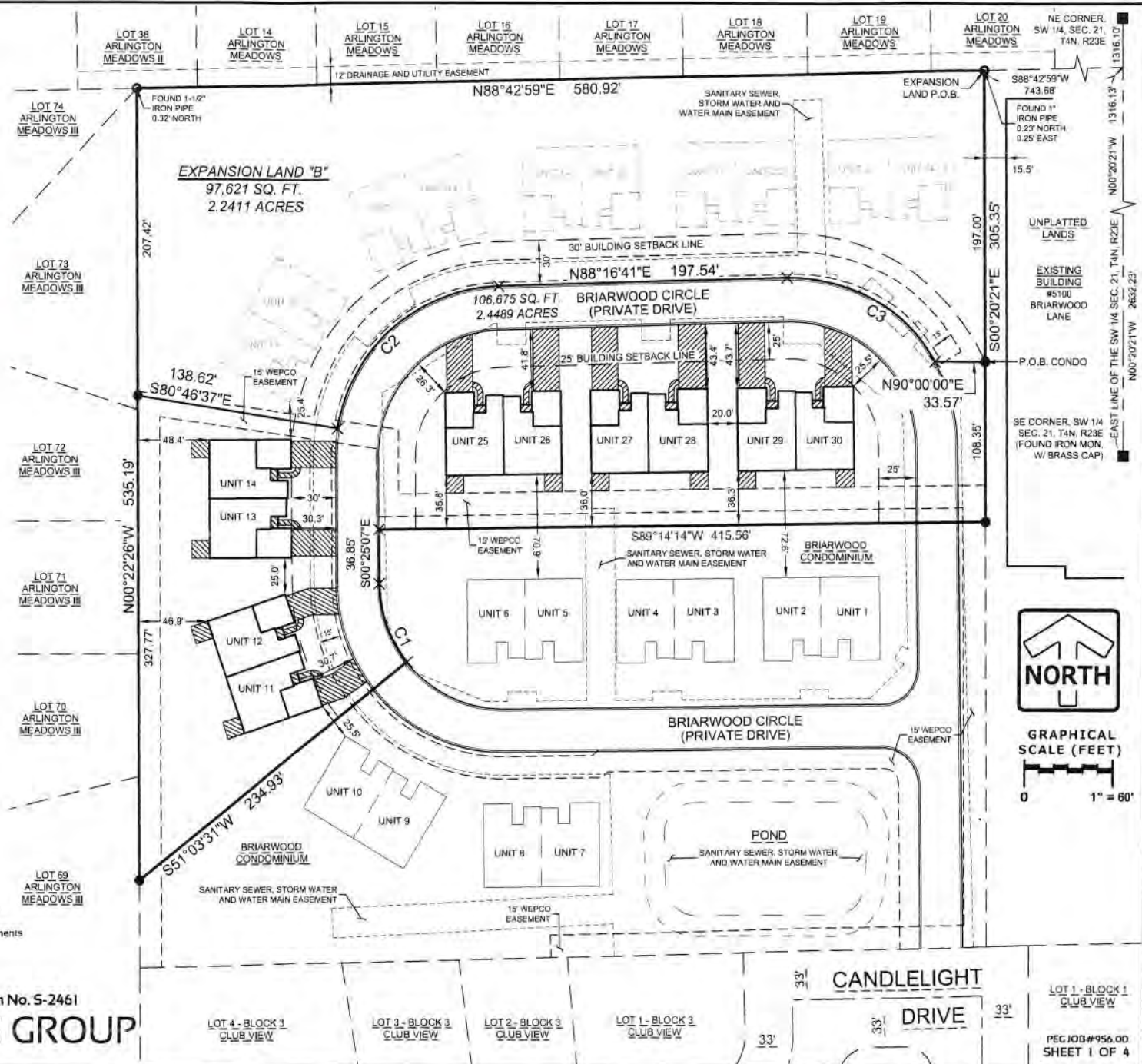
**VICINITY SKETCH
SCALE 1"=2000'**



- LEGEND:**
- - Denotes Found Iron Pipe
 - - Denotes Found Iron Rod
 - ⊕ - Denotes Found Chiseled Cross
 - ⊗ - Denotes "Recorded As"
 - ▨ - Indicates Limited Common Elements

DECLARANT:
Briarwood of Caledonia, LLC

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP



www.pinnacle-engr.com

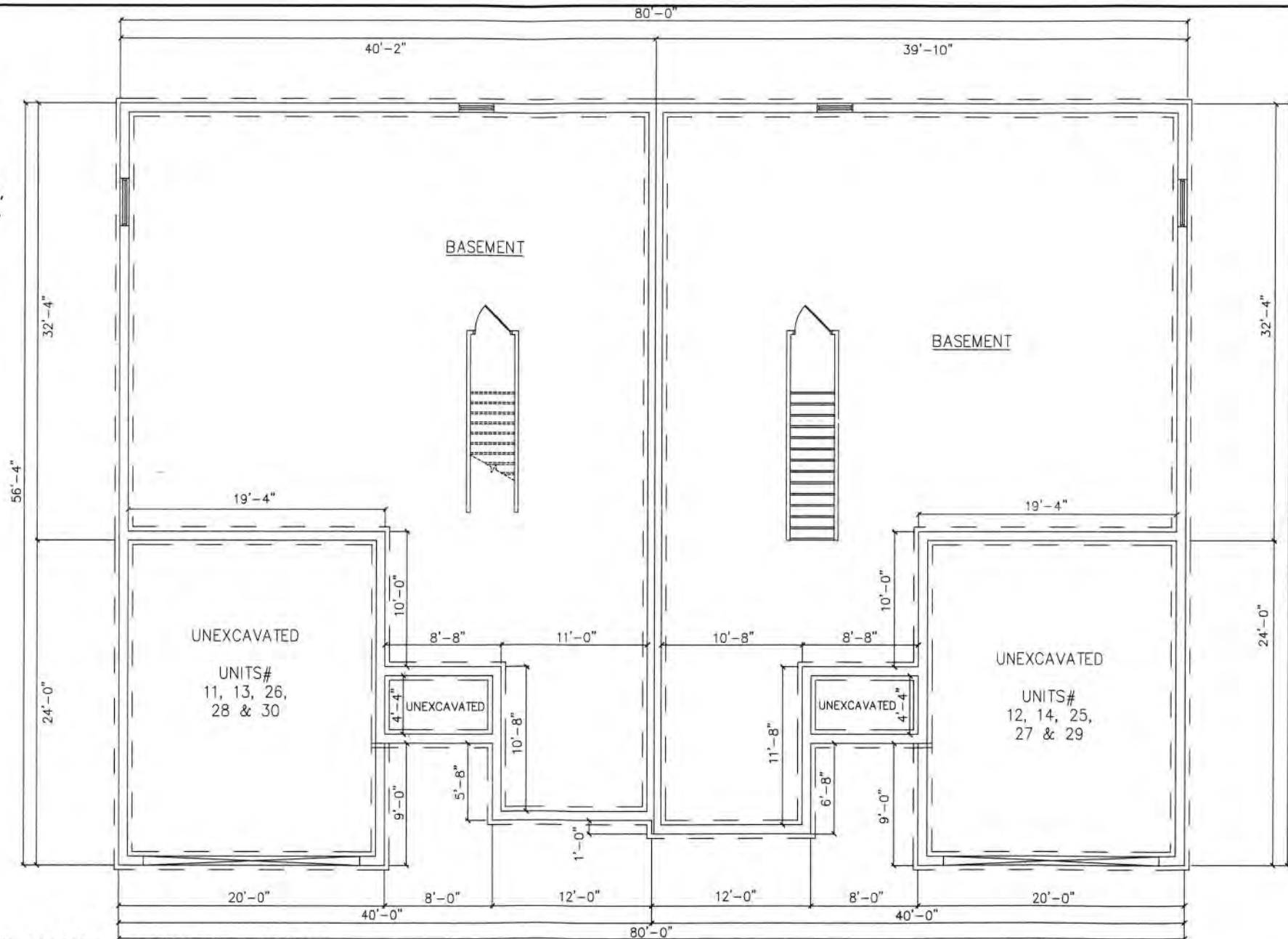
LOT 1 - BLOCK 1 CLUB VIEW
PEG JOB #956.00
SHEET 1 OF 4

**CONDOMINIUM PLAT OF
BRIARWOOD
ADDENDUM NO. 1
A CONDOMINIUM**

Being a part of the Southeast 1/4
of the Southwest 1/4 of Section 21,
Township 4 North, Range 23 East,
Village of Caledonia,
Racine County, Wisconsin.



JULY 1, 2022



www.pinnacle-engr.com

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

NOT TO SCALE
FOUNDATION PLAN

NOTES:
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.

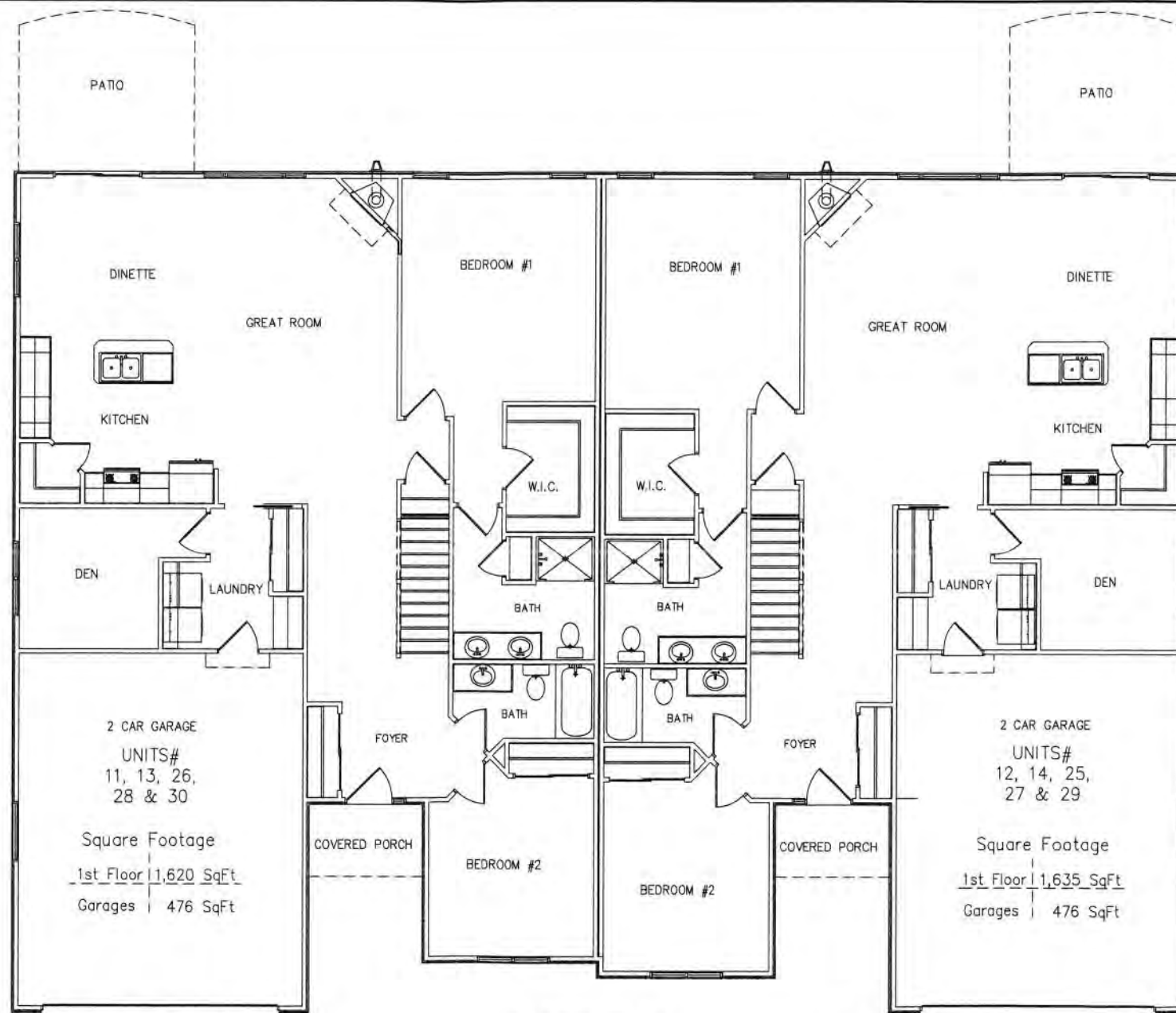
PEG JOB#956.00
SHEET 2 OF 4

**CONDOMINIUM PLAT OF
BRIARWOOD
ADDENDUM NO. 1
A CONDOMINIUM**

Being a part of the Southeast 1/4
of the Southwest 1/4 of Section 21,
Township 4 North, Range 23 East,
Village of Caledonia,
Racine County, Wisconsin.



JULY 1, 2022



2 CAR GARAGE
UNITS#
11, 13, 26,
28 & 30

Square Footage
1st Floor | 1,620 SqFt
Garages | 476 SqFt

2 CAR GARAGE
UNITS#
12, 14, 25,
27 & 29

Square Footage
1st Floor | 1,635 SqFt
Garages | 476 SqFt

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

FLOOR PLAN
NOT TO SCALE

NOTES:
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.

PEG JOB#956.00
SHEET 3 OF 4

**CONDOMINIUM PLAT OF
BRIARWOOD ADDENDUM NO. 1
A CONDOMINIUM**

Being a part of the Southeast 1/4 of the Southwest 1/4
of Section 21, Township 4 North, Range 23 East,
Village of Caledonia, Racine County, Wisconsin.

CONDOMINIUM LAND LEGAL DESCRIPTION:

Being a part of Expansion Land "A" in Briarwood, a condominium, as recorded in the Register of Deeds office for Racine County as Document No. 2622088, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 21; thence North 00°20'21" West along the east line of said Southwest 1/4, 1316.13 feet; thence South 88°42'59" West and then along the north line of Certified Survey Map No. 1960 and then along the south line of Arlington Meadows, a recorded subdivision, 743.68 feet; thence South 00°20'21" East, 197.00 feet to the Point of Beginning;

Thence continuing South 00°20'21" East, 108.35 feet; thence South 89°14'14" West, 415.56 feet; thence South 00°25'07" East, 36.85 feet to a point on a curve; thence southeasterly 57.15 feet along the arc of said curve to the left, whose radius is 85.00 feet and whose chord bears South 19°40'48" East, 56.06 feet; thence South 51°03'31" West, 234.93 feet to the east line of Arlington Meadows III, a recorded subdivision; thence North 00°22'26" West along said east line, 327.77 feet; thence South 80°46'37" East, 138.52 feet to a point on a curve; thence northeasterly 158.67 feet along the arc of said curve to the right, whose radius is 115.00 feet and whose chord bears North 48°45'02" East, 146.38 feet; thence North 88°16'41" East, 197.54 feet to a point of curvature; thence southeasterly 123.14 feet along the arc of said curve to the right, whose radius is 115.00 feet and whose chord bears South 91°02'46" East, 117.34 feet; thence North 90°00'00" East, 33.57 feet to the Point of Beginning.

EXPANSION LAND "B" LAND LEGAL DESCRIPTION:

Being a part of Expansion Land "A" in Briarwood, a condominium, as recorded in the Register of Deeds office for Racine County as Document No. 2622088, being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 21; thence North 00°20'21" West along the east line of said Southwest 1/4, 1316.13 feet; thence South 88°42'59" West and then along the north line of Certified Survey Map No. 1960 and then along the south line of Arlington Meadows, a recorded subdivision, 743.68 feet to the Point of Beginning;

Thence South 00°20'21" East, 197.00 feet; thence South 90°00'00" West, 33.57 feet to a point on a curve; thence northwesterly 123.14 feet along the arc of said curve to the left, whose radius is 115.00 feet and whose chord bears North 61°02'46" West, 117.34 feet; thence South 88°16'41" West, 197.54 feet to a point of curvature; thence southwesterly 158.67 feet along the arc of said curve to the left, whose radius is 115.00 feet and whose chord bears South 48°45'02" West, 146.38 feet; thence North 80°46'37" West, 138.52 feet to the east line of Arlington Meadows III, a recorded subdivision; thence North 00°22'26" West along said east line, 207.42 feet to the south line of Arlington Meadows II, a recorded subdivision; thence North 88°42'59" East along said south line and then along the south line of the aforesaid Arlington Meadows, 560.92 feet to the Point of Beginning.

VILLAGE APPROVAL

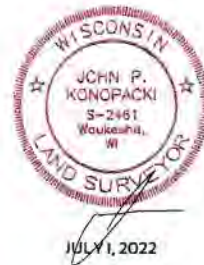
Approved by the Village of Caledonia on this _____ day of _____, 2022.

Date: _____
Joslyn M. Hoeffert, Village Clerk

TREASURER' CERTIFICATE

I do hereby certify that in accordance with the records in the Offices of the City Clerk and Finance Department of the Village of Caledonia, there are no unpaid taxes or unpaid special assessments on any of the lands included in this Condominium Plat on this _____ day of _____, 2022.

Kathy Kasper, Village of Caledonia Finance Director



OWNER'S CERTIFICATE

Briarwood of Caledonia, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this condominium plat to be surveyed and mapped as represented.

IN WITNESS WHEREOF, the said Briarwood of Caledonia, LLC, has caused these presents to be signed by (name - print) _____ (title) _____ at (city) _____ County, Wisconsin, on this _____ day of _____, 2022.

In the presence of: Briarwood of Caledonia, LLC

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, (name) _____ (title) _____

of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

Tri City National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying and mapping of the land described in the foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said Tri City National Bank, has caused these presents to be signed by _____, its _____, this _____ day of _____, 2022.

Date
STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022.

_____ to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP