

**VILLAGE BOARD MEETING AGENDA**  
**Monday, September 19, 2022 at 6:00 p.m.**  
**Caledonia Village Hall - 5043 Chester Lane**

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
  - A. RCEDC Mid-Year Update
5. **Approval of Minutes**
  - Village Board – September 6, 2022
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
  - A. Finance
    1. Approval of A/P checks
8. **Ordinances and Resolutions**
  - A. **Resolution 2022-95** – Resolution Awarding The Sale Of \$25,065,000 General Obligation Corporate Purpose Bonds, Series 2022A
  - B. **Resolution 2022-96** – Resolution Authorizing The Village Of Caledonia To Execute Two Stormwater Easement Agreements With Dean & Karen Erno – 6525 7 Mile Road
  - C. **Resolution 2022-97** – Resolution Authorizing The Village Of Caledonia To Execute A Deposit Agreement With Dean & Karen Erno – 6525 7 Mile Road
  - D. **Resolution 2022-98** – Resolution Authorizing The Village Of Caledonia To Execute A Deposit Agreement With Ruben Gonzalez And Jennifer Lein – 7295 7 Mile Road
  - E. **Resolution 2022-99** – Resolution Authorizing The Village Of Caledonia To Execute A Stormwater Easement Agreement With Ruben Gonzalez And Jennifer Lein – 7295 7 Mile Road
  - F. **Resolution 2022-100** – Resolution Authorizing The Village Of Caledonia To Award A Contract For The STH 32 Stream Restoration Project
  - G. **Resolution 2022-101** – Resolution Of The Village Board Of The Village Of Caledonia Accepting Improvements In Prairie Pathways Phase IV
  - H. **Resolution 2022-102** – Resolution Authorizing The Payment For Kurt Wentorf
  - I. **Resolution 2022-103** – Resolution Of Thanks And Gratitude To Curt Witynski And Gail Sumi Of The League Of Wisconsin Municipalities
9. **New Business**
  - A. Agenda Structure to include Committee and Commission motions
  - B. September 11, 2022 Rain Update
10. **Report from Village Administrator**
11. **Adjournment**

## RCEDC 2022 STRATEGIC PLAN MID-YEAR RESULTS REPORT

### OUR MISSION

Ensuring the economic vitality of Racine County by working with our partners to support innovation and creativity that leads to business investment.

### OUR GOAL

Facilitate business expansion projects that result in the creation and retention of jobs and increase the tax base in Racine County.

### A TOTAL OF 47 PROJECTS WERE APPROVED DURING THE FIRST 6 MONTHS OF 2022.

Projects by community:

- Burlington** – 5 projects, including Buzzed Wine Bar, John’s Main Event, The Track at Burlington Hobbies LLC, and TS Food Packaging
- Caledonia** – 3 projects, including Stephan’s Auto Service, Zilber Property Group, and Likewise Partners
- City of Racine** – 13 projects, including Bloom Healing

- Arts, Marini Manufacturing, Professional Women In Trades, and Wisconsin Metal Products Company
- Mount Pleasant** – 8 projects, including AMI, Inc, Core Connect Staffing LLC, iDental Lab LLC, and Ottera
- Raymond** – 3 projects, including ClearCom, Inc., and Specialty Tapes
- Sturtevant** – 3 projects, including A+ Automotive and M&J Krueger Trucking
- Union Grove** – 2 projects, including Beauty and Brow Artistry and T’Mac’s Saloon
- Waterford** – 3 projects, including Flitz International, Ltd., Waterford Stillhouse, and mixed use development
- Yorkville** – 3 projects, including Amazon’s Green Truck Launchpad Supporting Amazon, Northern Mechanical LLC, and Spee-Dee Packaging Machinery, Inc.
- SBA 504** – 5 additional loans outside of Racine County



### STRATEGY 1: BUSINESS RETENTION AND EXPANSION

Identify and address the needs of businesses through relationship and provision of resources. The strategy will be accomplished by successfully completing technical assistance requests, developing, and implementing leadership programs, conducting outreach and providing loans, grants and incentives to businesses.

#### RESULTS:

Business Retention & Expansion	Annual Goals	Q2 2022	% of Target
Technical Assistance	250	170	68%
Leadership Training Programs	4	3	75%
Outreach	405	210	52%
Businesses Assisted through Lending, Grants & Incentives	115	43	37%
Total Private Investment	\$100,000,000	\$34,745,938	35%
Total Construction Investment	\$50,000,000	\$12,499,188	25%
Assistance provide to Racine County Businesses	68	38	56%
RLF Loan and Grant Amounts	\$3,020,000	\$1,840,199	61%
Businesses Assisted through SBA 504	47	5	11%
SBA 504 Loan Amounts	\$28,800,000	\$2,475,000	9%

## STRATEGY 2: BUSINESS RECRUITMENT

Take advantage of Racine County's location and opportunities to pursue development with the highest potential to spur other development including industrial, residential, and commercial development. The strategy will be accomplished through outreach to real estate professionals, implementing business park development, residential development and administering incentives to spur development.

### RESULTS:

Business Recruitment	Annual Goals	Q2 2022	% of Target
Outreach Activities to Real Estate Professionals, Developers and Site Selectors	50	40	80%
Businesses Assisted in Business Park Development	4	3	75%
Residential Development Projects	2	1	50%
Business Recruitment Marketing (Direct Marketing Campaigns)	2	1	50%

## STRATEGY 3: TALENT ATTRACTION

Through RCEDC's talent attraction website, [www.GreaterRacineCounty.com](http://www.GreaterRacineCounty.com), RCEDC will effectively market Racine County to encourage more people to explore, work, and live in Racine County. The strategy will be accomplished through refining and implementing a digital advertising campaign that, in the end, results in an increase of visitors, talent and residents to Racine County.

### RESULTS:

Talent Attraction	Annual Goals	Q2 2022	% of Target
Increase awareness of GRC through website and social media-2022	2,220 visitors/month	2,150	97%
	2,410 Social Media Followers	2,067	86%
Digital Manufacturing Campaign	100,000 impressions/month	202,430	202%
Front Door to Talent: Engage local employers and HR professionals (Business Profiles/Job Posts Monthly)	130/400	119/443	92%/111%
Feedback to Partners on Talent Demand and Programming (Quarterly Communications)	4	2	50%
Partner with regional higher education institutions to engage and retain young talent	1	In Process	

## STRATEGY 4: COMMUNITY DEVELOPMENT

In partnership with Racine County Executive, RCEDC will work with local municipalities and partners to identify barriers that when addressed will result in higher tax base, more jobs and residents. The strategy will be accomplished by working closely with our community leaders to ensure the development process is transparent and predictable.

### RESULTS:

Community Development	Annual Goals	Q2 2022	% of Target
Assist contract communities with implementation of special projects	8	Projects identified and underway	
<i>Explore. Work. Live.</i>	Build on Visit/Explore messaging in GRC website	Ongoing	

## STRATEGY 5: LEADERSHIP

RCEDC leadership is committed to continuous improvement, regular evaluations of RCEDC priorities, asking the right questions, and pushing for solutions. The strategy will be accomplished through diligent review of resources and programs, securing private contributions to support RCEDC's mission and continued engagement of diverse leaders to join RCEDC's volunteer committees.

### RESULTS:

Leadership	Annual Goals	Q2 2022	% of Target
Program Review	Inventory programs and activities, determine measure of effectiveness and success	Targeted for 4th Quarter	
Internal Talent Development Initiative	Refresh individual professional development plans to retain and attract RCEDC staff	All staff have professional development added to their work plans	100%
Private Contribution	\$160,000	\$122,995	77%
Diverse Leadership	3	Year End Tally	
Sound reputation	Sound financial planning; progressive work culture; retain positive reputation	Ongoing	



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Sound reputation	Sound financial planning; progressive work culture; retain positive reputation	Ongoing	

# RCEDC MIDYEAR UPDATE

September 19, 2022

**RCEDC**

Racine County Economic Development Corp.

**BLP** BUSINESS  
LENDING  
PARTNERS  
A Division of RCEDC, A Wisconsin Corp.

**BRE** BUSINESS  
RECRUITMENT  
& EXPANSION  
A Division of RCEDC

**GREATER  
RACINE  
COUNTY**  
*where your future takes root*



# STRATEGIC PLAN

## Mid-Year Results



**Program  
Updates:  
CDBG-CV Grant**

- Up to \$12,000
- Eligibility:
  - For Profit
  - In business before March 25, 2020
  - 5 or less employees
  - Neg Affected by Covid
- App available at [BLP504.org](http://BLP504.org)



## Emily Allyn: Owner, Beauty and Brow

- Recipient of Racine County's Community Development Block Grant Program (CDBG-C)
- More funding remains available

*"It was a very challenging time - having to live off savings and credit cards, as many did," said Allyn. "With these funds, I can better position my business to pay off start-up costs, continue to grow, and expand to new heights."*

The Journal Times


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ALERT


### **\$72K in grants for small Racine County businesses approved; here's how to apply for \$330K remaining**

Journal Times staff May 23, 2022 10:11



**Program  
Update:  
Main Street  
Bounceback  
Grant**

- \$10,000 Grant from WEDC
- Business opening in vacant commercial space
- Between 1/1/2021 and 12/31/22
- WEDC.org
- RCEDC assists with letters of support



**Support Across  
Racine County**



# GREATER RACINE COUNTY PROMOTION



Tapping Into Racine County's Growing Beer Scene



Exploring Life on the Water in Racine County



**CALEDONIA**

- Stephan's Auto Service
- Zilber Business Park
- Likewise Partners,  
DeBack Farms



## CHEERS TO CALEDONIA'S CSL GRAND OPENING!

- 80,000 sf facility constructed
- 31 new jobs created







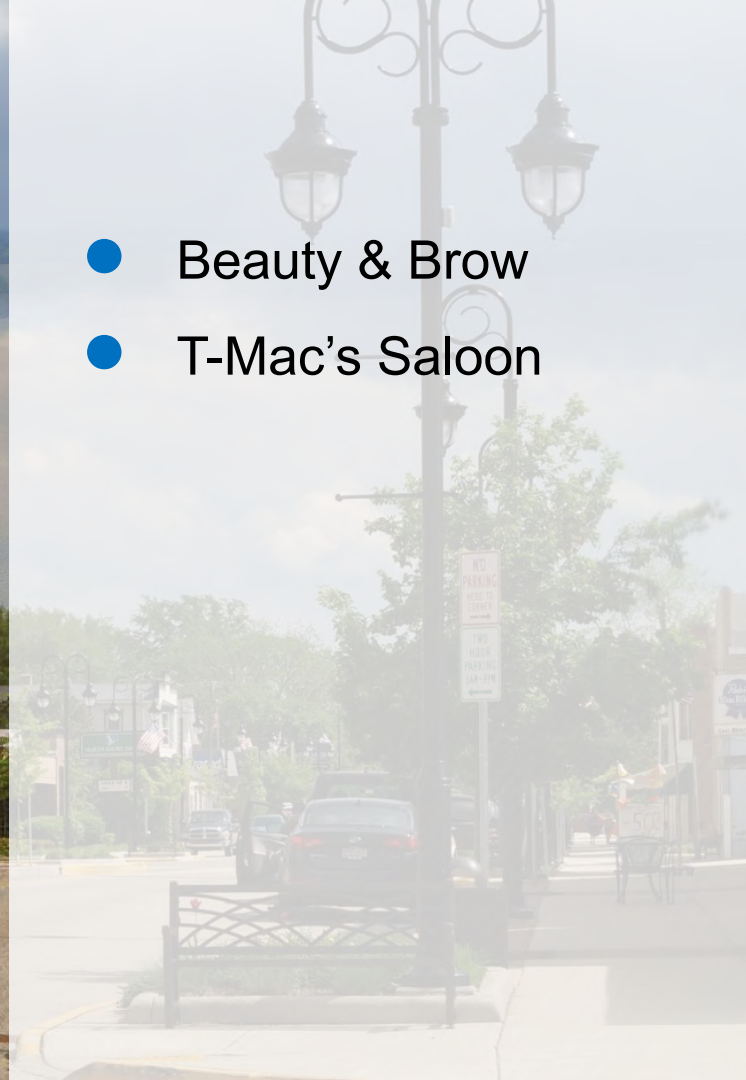
**BURLINGTON**

- Buzzed Wine Bar
- The Track at Burlington Hobbies
- TS Food Manufacturing
- John's Main Event
- Hosted Event "Beers and Business in Burlington"



## UNION GROVE

- Beauty & Brow
- T-Mac's Saloon





- Waterford Lofts
- WEDC Grant Application Approved
- Flitz International
- Waterford Stillhouse

A photograph of the Yorkville #4 School, a two-story yellow brick building with white window frames and a gabled roof. An American flag flies on a tall pole to the left. In the foreground, a brown historical marker sign is visible. The background shows a large body of water and a forested hillside under a clear blue sky.

# YORKVILLE

- Amazon
- Northern Mechanical
- Spee Dee Packaging



**STURTEVANT**

- M&J Krueger Trucking
- Nonna's Pizzeria
- A+ Auto



**MOUNT  
PLEASANT**

- Oterra
- AMI
- iDental
- Core Connect Staffing
- Salon Gloss
- The Playroom
- Advanced Care Specialists



**RACINE**

- Summit Packaging
- Renew Medical Aesthetics
- Patton Law Office
- Knuteson Hinkston & Rosenberg
- Pawstar
- Payne & Frazier



**RACINE**

- Anaya Wellness
- Marini Manufacturing
- Professional Women in Trades
- Wisconsin Metal Products
- H.E.R. Valley
- Reliance Controls
- Fischer USA





**QUESTIONS**



**Village Board Meeting  
September 6, 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 Folk, Trustee Wishau, Trustee Martin, Trustee McManus, and President Dobbs.

Absent: None.

Staff: Also present were HR Manager Michelle Tucker, Development Director Peter Wagner, Public Services Director Anthony Bunkelman, Engineer Ryan Schmidt, Utility Operations Supervisor Robert Lui, Finance Director Wayne Krueger, Fire Chief Jeff Henningfeld, Deputy Police Chief Shawn Engleman, Administrator Kathy Kasper, and Village Attorney Tim Pruitt.

**4 – Communications and Announcements**

None.

**5 – Approval of Minutes**

Village Board – August 15, 2022

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

**6 – Citizens Reports**

Alberto Januchowski, 4652 Charles St., asked what he can do to stop being harassed by the code enforcement officer. He is a mechanic and often has spare parts around. He further complained about alleged damages done to his home from the quarry blasting. His property was recently assessed by the Village, and he would not be able to sell it for that amount given the extensive damage. He thought this was very serious and brought photos as proof. He is actively sharing photos with the new subdivision residents so they can be aware of what they can expect. He hopes to garner interest to bring a class action lawsuit against the Quarry.

**7 – Committee Report**

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

Village – \$ 870,009.53

Motion by Trustee Wishau to approve the A/P checks as presented for \$ 870,009.53. Seconded by Trustee Martin. Motion carried unanimously.

## **8 – Ordinances and Resolutions**

### **8A – 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.**

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

### **8B – 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**

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

### **8C – 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**

Motion by Trustee Weatherston to approve 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. Seconded by Trustee Folk. Motion carried unanimously.

### **8D – 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**

The donated Outlot to the conservancy would include access.

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

**8E – 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**

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

**8F – 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**

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

**8G – 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.**

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

**8H – 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**

Wagner explained the history on this item. There was concern that large vehicles would not be able to navigate the parking lot appropriately. The applicant hired a consultant for the site layout to include much of the requested items, as well as the addition of a second gravel lot in preparation of winter. Privacy fencing will be installed to create separation for the residential property.

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

**8I – Resolution 2022-90 – Resolution Authorizing The Village Of Caledonia To Execute A Public Road Reservation Agreement With Mark & Carole Decheck**

Motion by Trustee Folk to approve Resolution 2022-90 – Resolution Authorizing The Village Of Caledonia To Execute A Public Road Reservation Agreement With Mark & Carole Decheck . Seconded by Trustee Martin. Motion carried unanimously.

**8J – 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**

Motion by Trustee Martin to approve 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 . Seconded by Trustee Folk. Motion carried unanimously.

**8K – Resolution 2022-92 – Resolution Authorizing The Village Of Caledonia To Enter Into A Managed Services Contract With Ontech Systems For Information Technology Services**

Motion by Trustee Wishau to approve Resolution 2022-92 – Resolution Authorizing The Village Of Caledonia To Enter Into A Managed Services Contract With Ontech Systems For Information Technology Services. Seconded by Trustee Weatherston. Motion carried unanimously.

**8L – 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**

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

**8M – 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**

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

**9 – New Business**

**9A – Committee and Commissions**

Trustee Martin has been appointed as Chair of the Legislative and Licensing Committee.

Motion by Trustee Weatherston to disband the Public Safety Building Committee. Seconded by Trustee McManus. Motion carried unanimously.

**10 – Report from Village Administrator**

The Administrator updated the Village Board.

**11. Adjournment**

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

Meeting adjourned at 6:59 p.m.

Respectfully submitted,  
Joslyn Hoeffert, Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>3 RIVERS BILLING, INC.</b>						
3	3 RIVERS BILLING, INC.	6039	AUG-22; EMS BILLING	09/04/2022	5,695.05	100-35-61000 Professional Services
Total 3 RIVERS BILLING, INC.:					5,695.05	
<b>ACH - JAMES IMAGING</b>						
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	
<b>ACH - SUPERFLEET</b>						
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	
<b>ACH - TOSHIBA FINANCIAL SERVICES</b>						
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:					187.41	
<b>ACH - WCA GROUP HEALTH TRUST</b>						
9142	ACH - WCA GROUP HEALTH TR	0013294047	09/01/2022 SEPTEMBER HEALT	08/24/2022	216,536.66	100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:					216,536.66	
<b>ACH - WE ENERGIES</b>						
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
380	ACH - WE ENERGIES	4285343294	09/12/2022 INVOICE FOR STRE	09/12/2022	11,189.24	100-90-64290 Street Lighting
Total ACH - WE ENERGIES:					22,360.05	
<b>AERO COMPRESSED GASES</b>						
29	AERO COMPRESSED GASES	457677	OXYGEN FOR MEDICAL USE	09/07/2022	47.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:					47.50	
<b>ALCIVIA</b>						
680	ALCIVIA	2078	DIESEL FUEL FOR CFD VEHICL	09/07/2022	84.08	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	2119	DIESEL FUEL FOR CFD VEHICL	09/07/2022	72.32	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	2120	DIESEL FUEL FOR CFD VEHICL	09/07/2022	74.99	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	2200	DIESEL FUEL FOR CFD VEHICL	09/13/2022	88.00	100-35-63200 Fuel, Oil, Fluids
680	ALCIVIA	9083122	FINANCE CHARGE	09/07/2022	1.00	100-35-63200 Fuel, Oil, Fluids

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total ALCIVIA:					320.39	
<b>ARAMARK</b>						
128	ARAMARK	6240061037	RUG DELIVERY AT VILLAGE HA	09/07/2022	287.74	100-43-62100 Contracted Services
Total ARAMARK:					287.74	
<b>AURORA HEALTH CARE</b>						
155	AURORA HEALTH CARE	53189	FIRE PRE EMPLOYMENT PHYSI	09/08/2022	100.00	100-13-51100 Personnel Medical Exams
Total AURORA HEALTH CARE:					100.00	
<b>BAYCOM</b>						
183	BAYCOM	EQUIPINV_039	COAX KIT FOR RADIO E-11	09/07/2022	27.90	100-35-63300 Vehicle Repairs & Maintenance
183	BAYCOM	SRVCE000000	ONSITE TROUBLESHOOT;INTE	08/31/2022	1,690.00	100-30-62100 Contracted Services
Total BAYCOM:					1,717.90	
<b>BELLE CITY FIRE &amp; SAFETY</b>						
196	BELLE CITY FIRE & SAFETY	12460647	10 - FIRE EXT. INSP. -- POLICE	09/02/2022	160.15	100-30-62100 Contracted Services
Total BELLE CITY FIRE & SAFETY:					160.15	
<b>BRANDON BOETTCHER</b>						
242	BRANDON BOETTCHER	2022-05	LIGHTS/SIREN AND RADIO FOR	09/07/2022	3,500.00	250-35-64196 Fire Dept - UTV Expenses
Total BRANDON BOETTCHER:					3,500.00	
<b>BUILDING PERMIT REFUND VENDOR</b>						
271	BUILDING PERMIT REFUND VE	RECEIPT #100	ROP BOND REFUND - 6533 CHA	09/12/2022	500.00	100-23161-000 Road Opening Bonds
Total BUILDING PERMIT REFUND VENDOR:					500.00	
<b>BUSCH TREE EXPERT LLC</b>						
9174	BUSCH TREE EXPERT LLC	2199	STUMPS GROUND	09/14/2022	700.00	100-41-62100 Contracted Services
Total BUSCH TREE EXPERT LLC:					700.00	
<b>BUY RIGHT, INC.</b>						
273	BUY RIGHT, INC.	14873-375614	WIPER BLADES	09/12/2022	25.77	100-30-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	375168	DIESEL EXHAUST FLUID	09/13/2022	31.78	100-35-63200 Fuel, Oil, Fluids



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total BUY RIGHT, INC.:					57.55	
<b>CITIES &amp; VILLAGES MUTUAL INSURANCE CO.</b>						
367	CITIES & VILLAGES MUTUAL IN	CWC-24-047	WC PREMIUM 1/2021- 1/2022	06/29/2022	10,722.90	200-14300-000 Due From County
367	CITIES & VILLAGES MUTUAL IN	CWC-24-047	WC PREMIUM 1/2021- 1/2022	06/29/2022	128.21	222-00-50260 Workers Compensation
367	CITIES & VILLAGES MUTUAL IN	CWC-24-047	WC PREMIUM 1/2021- 1/2022	06/29/2022	41,421.68	100-90-50260 Workers Compensation
367	CITIES & VILLAGES MUTUAL IN	WC-22-1110	4TH QUARTER WORK COMP P	09/15/2022	72,807.00	100-90-50260 Workers Compensation
Total CITIES & VILLAGES MUTUAL INSURANCE CO.:					125,079.79	
<b>CITY OF RACINE..</b>						
374	CITY OF RACINE..	50296	RADIO REPAIR	08/25/2022	655.70	400-30-65030 Equipment
Total CITY OF RACINE..:					655.70	
<b>CLARK DIETZ, INC.</b>						
9230	CLARK DIETZ, INC.	434995	08/10/2022 LABOR/PROFESSIO	08/10/2022	450.00	414-00-61000 Professional Services
Total CLARK DIETZ, INC.:					450.00	
<b>CLIFTON LARSON ALLEN LLP</b>						
378	CLIFTON LARSON ALLEN LLP	3393039	AUDIT SERVICES - PROGRESS	08/29/2022	9,975.00	100-90-61300 Audit Services
Total CLIFTON LARSON ALLEN LLP:					9,975.00	
<b>COMMAND CENTRAL</b>						
387	COMMAND CENTRAL	30444	SEALS & SHIPPING/HANDLING	09/07/2022	215.15	100-12-64030 Office Supplies
Total COMMAND CENTRAL:					215.15	
<b>COMPLETE OFFICE OF WISCONSIN</b>						
392	COMPLETE OFFICE OF WISCO	988282	CARBONLESS PAPER (2 PART)	08/09/2022	83.24	100-32-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	989314	APPT. BOOKS	08/30/2022	83.58	100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	993434	CARBONLESS PAPER	09/06/2022	83.24	100-32-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	996800	SUPPLIES FOR MIH	09/13/2022	21.75	100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					271.81	
<b>CUMMINS SALES AND SERVICES</b>						
429	CUMMINS SALES AND SERVICE	F6-39048	REPAIRS ON E-11	09/13/2022	3,919.77	100-35-63300 Vehicle Repairs & Maintenance
Total CUMMINS SALES AND SERVICES:					3,919.77	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>CURALINC, LLC</b>						
430	CURALINC, LLC	28164	Q4-22; EAP FEE	09/01/2022	797.85	100-90-62100 Contracted Services
Total CURALINC, LLC:					797.85	
<b>DIVERSIFIED BENEFIT SERVICES</b>						
525	DIVERSIFIED BENEFIT SERVIC	361693	09/02/2022 SEPTEMBER HRA H	09/01/2022	651.45	278-00-62100 Contracted Services
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-003 Retiree R Roeder
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-004 Retiree G Roeder
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-009 Retiree Rozina
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-012 Retiree Lewis
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-013 Retiree Heried
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-014 Retiree Bosch
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-015 Retiree Borkowski
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-016 Retiree D. Roeder
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-017 Retiree B. Michna
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-018 Retiree K. Hays
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	280-21930-019 Retiree D. Farmer
525	DIVERSIFIED BENEFIT SERVIC	361694	09/01/2022 - SEPTEMBER RETI	09/01/2022	8.75	100-90-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					756.45	
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>						
666	FOTH INFRASTRUCTURE & EN	79465	BADGERLAND DEVELOPMENT I	08/29/2022	936.30	414-23163-001 Badgerland / Zilber Developmen
666	FOTH INFRASTRUCTURE & EN	79466	BADGERLAND DEVELOPMENT	08/09/2022	401.00	414-23163-001 Badgerland / Zilber Developmen
666	FOTH INFRASTRUCTURE & EN	79464	TID #4 PHASE 4 - HINTZ - (PROF	08/29/2022	33,016.28	414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	79467	GLEN WATERS EDGE DEVELO	08/29/2022	289.00	100-23163-077 Glen At Waters Edge/6020 Erie
666	FOTH INFRASTRUCTURE & EN	79471	08/29/2022 TID 5 DOMINICAN LI	08/29/2022	2,847.83	415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	79472	08/29/2022 TID 5 CENTRAL LIFT	08/29/2022	3,193.00	415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	79476	08/29/2022 TID #4 I94 WATER D	08/29/2022	3,926.00	414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	79477	08/29/2022 SCANNELL DEV. - D	08/29/2022	1,265.00	100-23163-043 Scannel Properties 499-DeBack
666	FOTH INFRASTRUCTURE & EN	79487	08/29/2022 ADAMS ROAD ELEV	08/29/2022	3,122.75	414-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					48,997.16	
<b>FRANKSVILLE AUTOMOTIVE LLC</b>						
679	FRANKSVILLE AUTOMOTIVE LL	13583	#206 OIL CHANGE	08/30/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13586	#218 NEW TIRES	08/31/2022	108.00	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13587	#205 NEW TIRE	08/31/2022	29.25	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13588	#210 TIRE REPAIR	08/31/2022	52.32	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13633	#205 OIL CHANGE	09/09/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	13639	#205 TIRE REPAIR	09/14/2022	24.72	100-30-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total FRANKSVILLE AUTOMOTIVE LLC:					325.53	
<b>HASTINGS AIR-ENERGY CONTROL, INC.</b>						
783	HASTINGS AIR-ENERGY CONT	I95899	PARTS FOR PLYMOVENT SYST	09/07/2022	757.18	100-35-64240 Building Repairs & Maintenance
Total HASTINGS AIR-ENERGY CONTROL, INC.:					757.18	
<b>HENRY SCHEIN</b>						
794	HENRY SCHEIN	24330453	GLOVES FOR PD	08/20/2022	255.60	100-30-64070 Work Supplies
Total HENRY SCHEIN:					255.60	
<b>HILLER FORD</b>						
9211	HILLER FORD	490028	#209 REAR BRAKES	08/29/2022	473.59	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:					473.59	
<b>IMPACT ACQUISITIONS LLC</b>						
838	IMPACT ACQUISITIONS LLC	2674046	PRINTER CHARGE 5/25/2022 T	08/31/2022	61.73	100-90-62300 Office Equipment Rental & Main
Total IMPACT ACQUISITIONS LLC:					61.73	
<b>KORTENDICK HARDWARE</b>						
1096	KORTENDICK HARDWARE	151959	MISC. FASTNERS	08/10/2022	21.46	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	152084	CAUTION TAPE & CONCRETE	08/16/2022	30.54	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	152164	CLEANING SUPPLIES	08/19/2022	17.61	221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	152206	TRASH BAGS	08/22/2022	30.58	221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	152222	9 - RED BLOCK BRICKFACE	08/23/2022	52.57	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	152227	7 - RED BLOCK BRICKFACE	08/23/2022	40.89	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	152286	FAUCET SUPPLY LINE & THRE	08/25/2022	9.25	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	152322	(16) RED BLOCK BRICKFACE, R	08/29/2022	128.30	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	152547	CHAIN FOR THE UTV	09/13/2022	13.45	100-35-64110 Small Equipment
Total KORTENDICK HARDWARE:					344.65	
<b>MENARDS RACINE</b>						
1281	MENARDS RACINE	48990	(36) BRICKFACE	08/25/2022	128.88	221-00-64070 Work Supplies
1281	MENARDS RACINE	49851	BATHROOM FAUCET & WRENC	09/08/2022	76.99	100-43-64070 Work Supplies
Total MENARDS RACINE:					205.87	
<b>MSA PROFESSIONAL SERVICES, INC.</b>						
9234	MSA PROFESSIONAL SERVICE	R07671002.0-2	CRAWFORD PARK MASTER PL	09/06/2022	6,304.00	400-70-66100 Park Improvements

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MSA PROFESSIONAL SERVICES, INC.:					6,304.00	
<b>NASSCO, INC.</b>						
1371	NASSCO, INC.	6182599	JUMBO BATH TISSUE, ROLL TO	07/15/2022	426.69	100-43-64100 Janitorial Supplies
1371	NASSCO, INC.	6200752	JUMBO BATH TISSUE & FUEL S	08/31/2022	47.90	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:					474.59	
<b>OMG NATIONAL</b>						
9172	OMG NATIONAL	N1073954 PAR	DRINKWARE COMMUNITY DAY	06/28/2022	324.90	100-30-64000 Community Engagement
Total OMG NATIONAL:					324.90	
<b>ONTECH SYSTEMS, INC</b>						
1071	ONTECH SYSTEMS, INC	70611	8 GB DDR4 SDRAM MEMORY M	08/31/2022	35.00	100-90-64320 IT Infrastructure
1071	ONTECH SYSTEMS, INC	70935	REMOTE AND ONSITE TECH SU	09/13/2022	4,942.50	100-90-64310 IT Contracted Services
Total ONTECH SYSTEMS, INC:					4,977.50	
<b>PARK REFUND VENDOR</b>						
8999	PARK REFUND VENDOR	WRSAL9S8M	CRAWFORD SHELTER ESCRO	09/10/2022	25.00	221-00-46753 Park & Rec Rental
8999	PARK REFUND VENDOR	WRSALU38JO	PARK ESCROW REFUND; PHEL	09/03/2022	25.00	221-00-46753 Park & Rec Rental
Total PARK REFUND VENDOR:					50.00	
<b>PAYNE &amp; DOLAN, INC.</b>						
1474	PAYNE & DOLAN, INC.	1820038	7.29 TON HOT MIX	09/07/2022	568.85	100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1823522	3/4" TB 406.49 TON	09/07/2022	5,182.79	400-41-65080 Road Improvements
Total PAYNE & DOLAN, INC.:					5,751.64	
<b>PRUITT, EKES &amp; GEARY, SC</b>						
1534	PRUITT, EKES & GEARY, SC	2949	BADGERLAND TID # 4	09/14/2022	83.00	414-23163-001 Badgerland / Zilber Developmen
1534	PRUITT, EKES & GEARY, SC	2949	PUBLIC SAFETY BUILDING CON	09/14/2022	2,639.40	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2949	MUNI COURT PROSECUTIONS	09/14/2022	3,372.93	100-90-61110 Attorney - Municipal Court
1534	PRUITT, EKES & GEARY, SC	2949	CSM - REIMBURSABLE	09/14/2022	962.80	100-23163-079 DeCheck CSM
1534	PRUITT, EKES & GEARY, SC	2949	TID 4 PAD F (SCANNELL)	09/14/2022	66.40	100-23163-043 Scannel Properties 499-DeBack
1534	PRUITT, EKES & GEARY, SC	2949	LIKEWISE DEVELOPMENT	09/14/2022	99.60	100-23163-073 Likewise Partners/Deback Lot C
1534	PRUITT, EKES & GEARY, SC	2949	TID 5 - CCM/CARDINAL WATER'	09/14/2022	597.60	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
1534	PRUITT, EKES & GEARY, SC	2949	TID 5 - RYDER PARCEL GLEN IN	09/14/2022	514.60	100-23163-077 Glen At Waters Edge/6020 Erie
1534	PRUITT, EKES & GEARY, SC	2949	BLUFFSIDE DR SUBDIVISION	09/14/2022	1,510.60	100-23163-035 Bluffside
1534	PRUITT, EKES & GEARY, SC	2949	ORDINANCES, RESOLUTIONS	09/14/2022	4,445.13	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2949	DEMAND LETTERS AND ORDIN	09/14/2022	215.80	100-90-61100 Legal Fees

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
1534	PRUITT, EKES & GEARY, SC	2949	OPINIONS, LEGAL INTERPRETA	09/14/2022	4,129.30	100-90-61100 Legal Fees
Total PRUITT, EKES & GEARY, SC:					18,637.16	
<b>RACINE COUNTY CLERK</b>						
1552	RACINE COUNTY CLERK	APRIL 2022 SP	APRIL 2022 SPRING ELECTION	08/26/2022	350.00	100-12-64010 Notifications/Publications
1552	RACINE COUNTY CLERK	APRIL 2022 SP	APRIL 2022 SPRING ELECTION	08/26/2022	3,100.00	100-12-62100 Contracted Services
1552	RACINE COUNTY CLERK	APRIL 2022 SP	APRIL 2022 SPRING ELECTION	08/26/2022	1,335.86	100-12-64060 Copying & Printing
Total RACINE COUNTY CLERK:					4,785.86	
<b>RACINE COUNTY TREASURER</b>						
1561	RACINE COUNTY TREASURER	08312022	AUGUST 2022 COURT FINES	09/06/2022	2,642.10	100-00-45110 Muni Court Fines
1561	RACINE COUNTY TREASURER	HEALTH DEPT.	SETTLEMENT OF JOINT HEALT	09/14/2022	975,604.68	200-34300-000 Fund Balance Unassigned
1561	RACINE COUNTY TREASURER	JOINT PARK 1	SETTLEMENT OF JOINT PARKS	09/14/2022	181,081.93	221-34300-000 Fund Balance Unassigned
Total RACINE COUNTY TREASURER:					1,159,328.71	
<b>RDS TRUCK SERVICE INC.</b>						
1603	RDS TRUCK SERVICE INC.	00052758	NEW BRAKE CHAMBER #38	09/08/2022	167.45	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:					167.45	
<b>ROSS LANDCARE</b>						
1945	ROSS LANDCARE	3317	23 YARDS BLACK DIRT	09/06/2022	529.00	100-41-64090 Road Maintenance Materials
1945	ROSS LANDCARE	3353	32 YARDS BLACK DIRT	09/06/2022	736.00	100-41-64090 Road Maintenance Materials
Total ROSS LANDCARE:					1,265.00	
<b>SCHNABEL PRINTING AND INVITATION CENTER</b>						
1033	SCHNABEL PRINTING AND INVI	124832	25,000 -- "I VOTED" STICKERS	09/13/2022	770.65	100-12-64060 Copying & Printing
Total SCHNABEL PRINTING AND INVITATION CENTER:					770.65	
<b>SHRED-IT USA</b>						
1800	SHRED-IT USA	8002209889	1 -- ON SITE SHRED CONTAINE	08/25/2022	21.77	100-43-62100 Contracted Services
1800	SHRED-IT USA	8002210010	SHREDDING SERVICE	08/25/2022	21.77	100-30-62100 Contracted Services
Total SHRED-IT USA:					43.54	
<b>SME SEASONAL SERVICES LLC</b>						
1813	SME SEASONAL SERVICES LL	6429	MOWING VILLAGE HALL (8/8/20	09/02/2022	210.00	100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	6429	MOWING - GORNEY (8/8/2022, 8	09/02/2022	900.00	221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	6429	MOWING - CRAWFORD (8/8/202	09/02/2022	525.00	221-00-62700 Grounds Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
1813	SME SEASONAL SERVICES LL	6429	MOWING - CHAPLA (8/10/2022,	09/02/2022	255.00	221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	6429	MOWING - MAPLE PARK (8/10/2	09/02/2022	180.00	221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	6429	MOWING - OTHER (8/3/2022, 8/1	09/02/2022	405.00	100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	6429	MOWING - NICHOLSON WILDLI	09/02/2022	300.00	221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	6429	MOWING - CALEDONIA CEMET	09/02/2022	600.00	220-00-62700 Grounds Services
Total SME SEASONAL SERVICES LLC:					<u>3,375.00</u>	
<b>STATE OF WISCONSIN</b>						
1861	STATE OF WISCONSIN	08312022	AUGUST 2022 COURT FINES	09/06/2022	7,737.32	100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:					<u>7,737.32</u>	
<b>TELEFLEX</b>						
9037	TELEFLEX	9505946085	MEDICAL SUPPLIES	09/13/2022	931.86	100-35-64280 Medical Supplies
9037	TELEFLEX	9505946087	MEDICAL SUPPLIES	09/13/2022	50.64	100-35-64280 Medical Supplies
Total TELEFLEX:					<u>982.50</u>	
<b>WISCONSIN HUMANE SOCIETY</b>						
2180	WISCONSIN HUMANE SOCIETY	2357	AUG-22; ANIMAL SHELTER CON	09/01/2022	695.00	100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:					<u>695.00</u>	
Grand Totals:					<u><u>1,664,444.46</u></u>	

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	GENERAL RENTAL	23292-CREDIT	GENERAL RENTAL CREDIT FOR INV. #23292	221-00-64400 Equipment Rental	(17.83)
2434	US BANK CORPORATE CARD	DOJ WS2 EVA EPAY SALE FEE	54	MUELLER COMMAND COLLEGE	100-30-51300 Education/Training/Conferences	3.00
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WS2EVA008829557-1 FEE	CONVENIENCE FEE	100-30-51300 Education/Training/Conferences	4.42
2434	US BANK CORPORATE CARD	REGISTER @FAA 33YRRKR	163CH9ER0A434V	DRONE REGISTRATION	100-42-51320 Dues & Publications	5.00
2434	US BANK CORPORATE CARD	AMAZON	112-8337328-9028234	SWIFFER	100-30-64030 Office Supplies	7.94
2434	US BANK CORPORATE CARD	US POSTAL SERVICE	33190008402022-08-2200001	MAILING; CODE ENFORCEMENT VIOLATION	100-60-64040 Postage & Shipping	8.95
2434	US BANK CORPORATE CARD	AMAZON	112-4653110-9036237	CABLES	100-30-64030 Office Supplies	8.99
2434	US BANK CORPORATE CARD	UPS	22-12497	DT THOMAS POSTAGE	100-30-64040 Postage & Shipping	13.36
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	E22377	PAINT	100-41-63300 Vehicle Repairs & Maintenance	13.98
2434	US BANK CORPORATE CARD	ACTIVE911, INC.	432454	RENEWAL FOR APPARTUS	100-35-62100 Contracted Services	15.00
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	E26391	MISC. SUPPLIES	100-41-64090 Road Maintenance Materials	16.35
2434	US BANK CORPORATE CARD	AMAZON	112-4653110-9036237	HALLOWEEN DECOR	100-30-64000 Community Engagement	17.99
2434	US BANK CORPORATE CARD	MENARDS RACINE	8711	LIGHT BULBS FOR BATHROOM SHOWERS AT STATION 11	100-35-64110 Small Equipment	18.82
2434	US BANK CORPORATE CARD	AMAZON	114-7591718-1595465	USB TYPE C CABLE UT-12 AND EXTRA	100-35-64110 Small Equipment	18.96
2434	US BANK CORPORATE CARD	AMAZON	111-3761103-0354619	WIRELESS MOUSE	100-60-64030 Office Supplies	18.98
2434	US BANK CORPORATE CARD	FARM & FLEET	395	BOX CLAMPS & TIP FOR SPOOL GUNS	100-35-64110 Small Equipment	19.08
2434	US BANK CORPORATE CARD	JOURNAL TIMES	99936	OPEN BOOK NOTICE	100-11-64010 Notifications/Publications	19.08
2434	US BANK CORPORATE CARD	AMAZON	114-0362420-0319473	BATTERIES	100-30-64030 Office Supplies	19.09
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	E17769	TILE FITTINGS	100-41-64070 Work Supplies	21.21
2434	US BANK CORPORATE CARD	JOURNAL TIMES	101662	ORDINANCE 2022-12 PUBLICATION	100-11-64010 Notifications/Publications	23.38
2434	US BANK CORPORATE CARD	FRANK BOUCHER	212195	FUEL PUMP	100-41-63300 Vehicle Repairs & Maintenance	24.03
2434	US BANK CORPORATE CARD	AMAZON	113-6559789-8955414	1 CASE OF 12 DYMO TAPES	100-12-64030 Office Supplies	29.49
2434	US BANK CORPORATE CARD	RITTERTECH	B62452-001	MOWER FITTING #29	100-41-63300 Vehicle Repairs & Maintenance	29.49
2434	US BANK CORPORATE CARD	AMAZON	111-0630858-4802625	RELAY SWITCH (PARKS)	221-00-63300 Vehicle Repairs & Maintenance	29.80
2434	US BANK CORPORATE CARD	ZOOM	INV163517727	AUG-SEP 22; VIDEO CONFERENCING SERVICE	100-60-61000 Professional Services	29.98
2434	US BANK CORPORATE CARD	JOURNAL TIMES	101661	ORDINANCE 2022-13	100-11-64010 Notifications/Publications	30.27
2434	US BANK CORPORATE CARD	AMAZON	114-8857779-4331421	CABLE/CHARGER DC/BUREAU	100-30-64030 Office Supplies	31.98
2434	US BANK CORPORATE CARD	AMAZON	111-0502246-3797801	RETRACTABLE KEY HOLDERS & LEGAL PADS)	100-13-64030 Office Supplies	33.07
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	E26191	2 GAL HUDSON SPRAYER	100-41-64070 Work Supplies	33.29
2434	US BANK CORPORATE CARD	AMAZON	114-3134056-1307444	PORTABLE TRANSPORT UNIT	100-35-64280 Medical Supplies	37.94
2434	US BANK CORPORATE CARD	PAYPAL	2564268235969670	2022 BIASEW; E. WAEGE	100-40-51320 Memberships/Dues	40.00
2434	US BANK CORPORATE CARD	FARM & FLEET	9910	POLISH FOR UTV PT LIFTER	100-35-64110 Small Equipment	42.48
2434	US BANK CORPORATE CARD	BARRICADE FLASHER	22294	6 VOLT BARRICADE BATTERIES	100-41-64090 Road Maintenance Materials	42.96
2434	US BANK CORPORATE CARD	PICK N SAVE	534-182-192-378-511-703	SWEARING IN CEREMONY	100-30-64030 Office Supplies	44.06
2434	US BANK CORPORATE CARD	JOURNAL TIMES	101203	ORDINANCE 2022-15	100-11-64010 Notifications/Publications	46.63
2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	10409788	K9 FOOD FOR LOUIE	250-30-64192 Police K9	53.85
2434	US BANK CORPORATE CARD	AMAZON	11475391581189800	LAWNMOWER BELTS	100-35-64250 Equipment Repairs & Maintenanc	55.97
2434	US BANK CORPORATE CARD	AMAZON	114-7857649-5002646	BUREAU CAMERA CASES	100-30-64030 Office Supplies	57.96
2434	US BANK CORPORATE CARD	JOURNAL TIMES	98416	PUBLIC HEARING NOTICE - 3303 CTH H	100-23163-074 Scurtin LLC - Shannon Curtin	58.01
2434	US BANK CORPORATE CARD	JOURNAL TIMES	99786	REZONE 6020 ERIE ST	100-23163-077 Glen At Waters Edge/6020 Erie	61.10
2434	US BANK CORPORATE CARD	JOURNAL TIMES	99790	REZONE - ROBERTS ROAD	100-23163-074 Scurtin LLC - Shannon Curtin	73.42
2434	US BANK CORPORATE CARD	ACTIVE911, INC.	432453	RENEWAL FOR APPARATUS	100-35-62100 Contracted Services	75.00
2434	US BANK CORPORATE CARD	AMAZON	114-9563189-7217041	TONER CARTRIDGES FOR FAX MACHINE	100-30-64030 Office Supplies	85.95
2434	US BANK CORPORATE CARD	KALAHARI RESORT	ALFFJD3N-LAEHR	CONFERENCE HOTEL; LT. LAEHR	100-30-51300 Education/Training/Conferences	90.00
2434	US BANK CORPORATE CARD	KALAHARI RESORT	ALFFJD3N-SCHMIDT	CONFERENCE HOTEL; SCHMIDT	100-31-51300 Education/Training/Conferences	90.00
2434	US BANK CORPORATE CARD	AMAZON	111-5295533-6133821	MICRO SD CARD - BLDG DEPT DRONE	100-40-64070 Work Supplies	90.03
2434	US BANK CORPORATE CARD	AMAZON	111-5758046-2093063	SPIRAL VOICE MESSAGE BOOKS	100-40-64070 Work Supplies	90.70
2434	US BANK CORPORATE CARD	GENERAL RENTAL	23292	POST HOLE DIGGER FOR GRILL INSTALLATION AT PARKS	221-00-64400 Equipment Rental	96.08
2434	US BANK CORPORATE CARD	AMAZON	111-4682060-1501845	11X17 PAPER	100-42-64030 Office Supplies	98.83

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	GLACIER CANYON LLC	970752	2022 MUNI COURT CLERK CONFERENCE HOTEL; A.ROBASH	100-32-51300 Education/Training/Conferences	101.03
2434	US BANK CORPORATE CARD	JOURNAL TIMES	98548	PUBLIC SAFETY BUILDING AD	400-35-65020 Building Improvements	101.17
2434	US BANK CORPORATE CARD	SMARSH, INC.	INV-29835	CELL PHONE AND TEXT MESSAGING ARCHIVE	500-00-64150 Communication Services	105.01
2434	US BANK CORPORATE CARD	SMARSH, INC.	INV-29835	CELL PHONE AND TEXT MESSAGING ARCHIVE	501-00-64150 Communication Services	105.02
2434	US BANK CORPORATE CARD	AMAZON	112-5257273-3956206	PARKS TRACTOR PARTS	221-00-64250 Equipment Repairs & Maintenan	106.48
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049017	.71 TON COLD PATCH	100-41-64090 Road Maintenance Materials	108.99
2434	US BANK CORPORATE CARD	JOURNAL TIMES	99934	BOARD OF REVIEW NOTICE	100-11-64010 Notifications/Publications	124.11
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049132	.71 TON COLD PATCH	100-41-64090 Road Maintenance Materials	124.96
2434	US BANK CORPORATE CARD	AMAZON	114-4035728-0468265	SWANS FARM EVENT	100-30-64000 Community Engagement	126.04
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049179	.76 TON COLD PATCH	100-41-64090 Road Maintenance Materials	133.76
2434	US BANK CORPORATE CARD	HI-LINE, INC	10967310	JUL-22; MISC WORK SUPPLIES	100-41-64070 Work Supplies	140.45
2434	US BANK CORPORATE CARD	DOJ WS2 EVA EPAY SALE FEE	34	MUELLER COMMAND COLLEGE	100-30-51300 Education/Training/Conferences	150.00
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049094	.87 TON COLD PATCH	100-41-64090 Road Maintenance Materials	153.12
2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTERNATI	781849-202207-1	JUL-22; TLO CHARGES	100-30-62100 Contracted Services	159.60
2434	US BANK CORPORATE CARD	PSI SERVICES, LLC	3SNHB357	EDUCATION; DRONE EXAM CERTIFICATION	502-00-51300 Education/Training/Conferences	175.00
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	63728	8 ROLLS OF FABRIC	221-00-64070 Work Supplies	185.40
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODUCTS, II	2469886	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	186.86
2434	US BANK CORPORATE CARD	CALEDONIA FEED & SUPPLY	56762	50 LBS GRASS SEED FOR CEMETARY	220-00-64070 Work Supplies	196.75
2434	US BANK CORPORATE CARD	CALEDONIA FEED & SUPPLY	56833	50# OF GRASS SEED	100-41-64090 Road Maintenance Materials	196.75
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049070	1.24 TON COLD PATCH	100-41-64090 Road Maintenance Materials	218.24
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WS2EVA008829557	REG FEE; DEATH SCHOOL; LT.SCHUSTER	100-30-51300 Education/Training/Conferences	221.00
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODUCTS, II	2466506	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	225.62
2434	US BANK CORPORATE CARD	GREEN LAKE CONFERENCE	25263	CONFERENCE HOTEL DEPOSIT; LT.SCHUESTER	100-30-51300 Education/Training/Conferences	243.50
2434	US BANK CORPORATE CARD	SPER SCIENTIFIC	SPERS940	PHOTOMETER FOR ENFORCEMENT OF LIGHTING CODE	100-60-64070 Work Supplies	266.68
2434	US BANK CORPORATE CARD	TDS METROCOM	80122	08/01/2022 TELEPHONE & INTERNET CHARGES WATER/SE	500-00-64150 Communication Services	307.39
2434	US BANK CORPORATE CARD	TDS METROCOM	80122	08/01/2022 TELEPHONE & INTERNET CHARGES WATER/SE	501-00-64150 Communication Services	307.40
2434	US BANK CORPORATE CARD	GREEN LAKE CONFERENCE	23540	CONFERENCE HOTEL; DT. SCHUSTER	100-30-51300 Education/Training/Conferences	308.50
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WINWOR019905720	8/5/2022 BACKGROUND CHECK SERVICES	100-11-61000 Professional Services	329.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	99172	LIQUOR LICENSES PUBLICATION	100-11-64010 Notifications/Publications	338.62
2434	US BANK CORPORATE CARD	UNIFIRST CORPORATION	JUL-22; 1429725	JUL-22; COVERALLS AND RAGS	100-41-62100 Contracted Services	363.44
2434	US BANK CORPORATE CARD	HENRY SCHEIN	2,370,803,824,020,270	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	363.92
2434	US BANK CORPORATE CARD	MY PLACE HOTEL GREENBAY	31530SE012963	FIRE INVESTIGATION CLASS HOTEL; LT GREEN	100-35-51300 Education/Training/Conferences	371.13
2434	US BANK CORPORATE CARD	INDUSTRIAL NETWORKING SOLUTIO	SO-202825	M-12 PEPWAVE	100-35-64110 Small Equipment	381.10
2434	US BANK CORPORATE CARD	EUROFINS S-F ANALYTICAL LAB	500-220741-1	ILLICIT DISCHARGE TESTING	502-00-62101 MS4 - ILLICIT DISCHARGE	385.00
2434	US BANK CORPORATE CARD	AT & T	414R05-00215022	7/13/22 COMMUNICATION LINE	100-43-64150 Communication Services	395.02
2434	US BANK CORPORATE CARD	RAMADA INN GALENA	29228445-108	MUELLER HOTEL TRAINING	100-30-51300 Education/Training/Conferences	532.80
2434	US BANK CORPORATE CARD	HENRY SCHEIN	23406916	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	551.93
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	17664501080122	08/01/2022 TELEPHONE AND INTERNET SERVICES	100-43-64150 Communication Services	621.52
2434	US BANK CORPORATE CARD	WHOLESALE DIRECT INC	258049	75' TOW CHAIN	100-41-63300 Vehicle Repairs & Maintenance	640.16
2434	US BANK CORPORATE CARD	REINDERS-SUSSEX	7523357-00	15 ROLLS OF MATTING	100-41-64090 Road Maintenance Materials	642.00
2434	US BANK CORPORATE CARD	PARKER POWER EQUIPMENT	15128	DRIVE SHAFT (TRACTOR)	221-00-64250 Equipment Repairs & Maintenan	659.20
2434	US BANK CORPORATE CARD	SAFETY MART	7127	HIGH VIS BOMBER JACKETS	100-35-64070 Work Supplies	662.70
2434	US BANK CORPORATE CARD	ACH - QUADIENT FINANCE USA INC	N9506946	QUARTERLY POSTAGE MACHINE LEASE	100-90-62300 Office Equipment Rental & Main	690.69
2434	US BANK CORPORATE CARD	AT & T	287299115248X08012022	07/23/2022 VILLAGE HALL TELEPHONE CHARGES	100-43-64150 Communication Services	822.47
2434	US BANK CORPORATE CARD	IN* P&L MACHINE OF WISCONSIN	220368	REBUILD HYDRAULIC RAM; 13	100-41-63300 Vehicle Repairs & Maintenance	833.66
2434	US BANK CORPORATE CARD	HENRY SCHEIN	22936255	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	1,063.79
2434	US BANK CORPORATE CARD	AT & T	287299115248X08012022	07/23/2022 FIRE DEPT. TELEPHONE CHARGES	100-35-64150 Telephone	1,108.55
2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALISTS	68805	30 YD WASTE CONTAINERS	241-00-62800 Waste Disposal	1,275.00
2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALISTS	68927 68903	30 YD WASTE CONTAINERS	241-00-62800 Waste Disposal	1,275.00



Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434 US BANK CORPORATE CARD		SPECTRUM ENTERPRISE	14416080222	08/02/2022 - TELEPHONE AND INTERNET CHARGES	100-43-64150 Communication Services	1,637.68
2434 US BANK CORPORATE CARD		AT & T	287299115248X08012022	07/23/2022 POLICE DEPT. TELEPHONE CHARGES	100-30-64150 Communication Services	1,644.95
2434 US BANK CORPORATE CARD		MOBILE REDUCTION SPECIALISTS	68927 68903	GORNEY PARK; WOODCHIPS	221-00-64070 Work Supplies	2,830.00
2434 US BANK CORPORATE CARD		PAUL CONWAY SHIELDS	489,234,486,710,489,000	GEAR AND SHIELDS FOR NEW HIRE AND LT.	100-35-64070 Work Supplies	3,564.30
2434 US BANK CORPORATE CARD		MOBILE REDUCTION SPECIALISTS	68795	JUL-22; BRUSH SHREDDING	241-00-62800 Waste Disposal	4,118.75
Total US BANK CORPORATE CARD:						34,739.33
Grant Totals:						34,739.33

RESOLUTION NO. 2022-95

RESOLUTION AWARDING THE SALE OF \$25,065,000  
GENERAL OBLIGATION CORPORATE PURPOSE BONDS,  
SERIES 2022A

WHEREAS, on August 15, 2022, the Village Board of the Village of Caledonia, Racine County, Wisconsin (the "Village") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts for the following public purposes: \$510,000 for street improvement projects; and \$24,555,000 for constructing a combined fire and police safety building (collectively, the "Project") (the above-referenced initial resolutions are referred to herein as the "Initial Resolutions");

WHEREAS, on August 15, 2022, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2022A" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on September 19, 2022;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on September 19, 2022;

WHEREAS, the Village has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal

submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Village Board now deems it necessary, desirable and in the best interest of the Village that the Bonds be issued in the aggregate principal amount of \$\_\_\_\_\_ for the following purposes and in the following amounts: \$\_\_\_\_\_ for street improvement projects; and \$\_\_\_\_\_ for constructing a combined fire and police safety building.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWENTY-FIVE MILLION SIXTY-FIVE THOUSAND DOLLARS (\$25,065,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2022A"; shall be issued in the aggregate principal amount of \$25,065,000; shall be dated October 6, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2032 and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from

maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the Village shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2022 through 2041 for the payments due in the years 2023 through 2042 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2022A, dated October 6, 2022" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate

calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the Village Clerk or Village Treasurer] (the "Fiscal Agent"). [The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds].

Section 12. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 15. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.



Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 19, 2022.

\_\_\_\_\_  
James R. Dobbs  
President

ATTEST:

\_\_\_\_\_  
Joslyn M. Hoeffert  
Village Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on April 1, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
RACINE COUNTY  
NO. R-\_\_\_\_ VILLAGE OF CALEDONIA \$\_\_\_\_\_  
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2022A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_ October 6, 2022 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the Village of Caledonia, Racine County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] OR [the Village Clerk or Village Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$25,065,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes in the following amounts: street improvement projects (\$\_\_\_\_\_); and constructing a combined fire and police safety building (\$\_\_\_\_\_), as authorized by resolutions adopted on August 15, 2022 and September 19, 2022. Said resolutions are recorded in the official minutes of the Village Board for said dates.



The Bonds maturing on April 1, 2032 and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolutions referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for

the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

**[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]**

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the Village of Caledonia, Racine County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF CALEDONIA  
RACINE COUNTY, WISCONSIN

By: \_\_\_\_\_  
James R. Dobbs  
President

(SEAL)

By: \_\_\_\_\_  
Joslyn M. Hoeffert  
Village Clerk

DRAFT

[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the Village of Caledonia, Racine County, Wisconsin.

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

**RESOLUTION NO. 2022-96  
(9-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE TWO  
STORMWATER EASEMENT AGREEMENTS WITH DEAN & KAREN ERNO –  
6525 7 MILE ROAD**

**WHEREAS**, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Pond Construction Plan for Dean & Karen Erno for the construction of a pond and a single-family home located at 6525 7 Mile Road. As a condition of approval of the Storm Water Management Plan and Pond Construction Plan, a Stormwater Easement Agreement is required to be granted over the pond.

**WHEREAS**, the property is part of Certified Survey Map #3254 which as a condition of approval of the CSM, the existing drainage ways on the property were to be improved. The drainage ways on the property were improved but were not regraded within the stormwater easements provided on the CSM.

**WHEREAS**, to meet the condition of having a stormwater easement located over the improved drainage way, a new stormwater easement was required to be granted.

**WHEREAS**, the Owners, Dean & Karen Erno have executed said Stormwater Easement Agreements.

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Stormwater Easement Agreements at their September 7, 2022 meeting.

**WHEREAS**, the President and Clerk of the Village need to execute the Stormwater Easement Agreement in order to allow them to be recorded.

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

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

Document Number

**Storm Water Drainage Easement  
Agreement:  
Dean A. & Karen L. Erno**

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

104-04-22-11-007-030  
Parcel Identification Number (PIN)

**STORM WATER DRAINAGE EASEMENT AGREEMENT:**  
**DEAN A. ERNO and KAREN L. ERNO**

This Storm Water Drainage Easement Agreement ("Agreement") is made the 15<sup>th</sup> day of \_\_\_\_\_, 2022, by and between **Dean A. Erno** and **Karen L. Erno**, being husband and wife, residing at 508 Clark Avenue South Milwaukee, Wisconsin 53172, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

**RECITALS**

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

B. As a part of the approval by the Grantees of the improvement of the Property, the Owner is constructing, at their own cost and expense, a storm water pond, that will serve as a part of the storm water drainage facilities on the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water pond is referred to in this Agreement as the "Retention Pond". The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner's responsibility to maintain the Retention Pond and provide Grantees with an access easement.

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

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.

E. As used in this Agreement, the term "Drainage Facilities" shall mean the Retention Pond, Access Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Pond Easement Area and/or other areas of the Property from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.



## AGREEMENT

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

1. Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of Retention Pond and Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Retention Pond and Drainage Facilities, including, without limitation, mowing, control of weed and algae growth, repair of erosion, and the removal of trees, brush, vegetation and silt, and all other obstacles to the flow of surface water to and from the Retention Pond and Drainage Facilities, so that the Retention Pond and Drainage Facilities function properly and to their design capacity for the storage and conveyance of storm water and so that there are no obstructions interfering with the location, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Retention Pond and Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Retention Pond and Drainage Facilities both during the construction thereof and thereafter and in conformity with this Agreement and the Ordinances of the Village of Caledonia and any restrictive covenants applicable to the Property. The Owner shall prevent the Retention Pond and Drainage Facilities from becoming a nuisance.
  
2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace Retention Pond and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Retention Pond and Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements and emergency action, including, without limitation, any construction, engineering, legal and administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levying of said assessments in accordance with Wisconsin Statutes Section 66.0703 and/or 66.0627.
  
3. Alteration or Changes of Retention Pond or Drainage Facilities. The Owner shall not make or construct any alteration or change of the Retention Pond or Drainage Facilities, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the Retention Pond or Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.
  
4. Indemnification. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence, construction, use, operation,

cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities and/or the Pond Easement Area, and/or (ii) any property damage and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

5. Insurance. Owner shall, at Owner's own cost and expense, and prior to the construction of the Retention Pond, and any other Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-licensed insurance carrier, that (i) has coverage and policy limits satisfactory to the Grantees, and (ii) has the Grantees named as additional insureds. Such insurance shall be kept and maintained by the Owner throughout the entire term of this Agreement.

6. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, a permanent easement and right-of-way over the Property, to and from Seven Mile Road and the Pond Easement Area, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Pond Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Pond Easement Area and the Drainage Facilities.

7. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Pond Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Pond Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area, or (ii) ingress and egress to the Pond Easement Area and Seven Mile Road.
- (b) Remove any fences, structures or improvements located within the Pond Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area, or (ii) maintain ingress and egress to the Pond Easement Area and Seven Mile Road.

8. Further Owner Requirements.

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

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

(c) Owner shall perform the other drainage work in the manner described in attached Exhibit B.

(d) Owner shall comply with (i) the provisions and requirements of the Storm Water Management Plan for the Property, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped September 2, 2021 and the Construction Plans for Lot #3

of CSM #3254, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped August 1, 2022 as may be approved and/or amended from time to time by the Grantees.

9. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area or (ii) ingress and egress to the Pond Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

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

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

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

13. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

BY: Dean A. Erno  
Dean A. Erno

BY: Karen L. Erno  
Karen L. Erno

STATE OF WISCONSIN )  
) SS  
COUNTY OF RACINE )

Personally came before me this 15<sup>th</sup> day of August 2022, the above-named **Dean A. Erno** and **Karen L. Erno**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

Richard W. Seifbrich  
Notary Public, State of Wisconsin

Richard W. Seifbrich

My Commission expires: 9-15-2025

VILLAGE OF CALEDONIA

BY: \_\_\_\_\_  
**James R. Dobbs, President**

ATTEST: \_\_\_\_\_  
**Joslyn Hoeffert, Clerk**

STATE OF WISCONSIN )  
) SS  
COUNTY OF RACINE )

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

\_\_\_\_\_  
Notary Public, Racine County, WI

My Commission expires: \_\_\_\_\_

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: \_\_\_\_\_  
**Howard Stacey, President**

ATTEST: \_\_\_\_\_  
**Michael Pirk, Secretary**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF RACINE     )

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

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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

EXHIBIT A



719 Washington Avenue • Racine, WI 53403 • 262-632-6262 • www.LMT123.com

LML-70402

November 23, 2021

LETTER REPORT  
SCHEDULE A

We have examined the records relative to the premises described in Schedule B below and find that as of the date of this report the recorded title to said premises subject to the encumbrances and other matters set forth in Schedule B below appears in:  
Dean A. Ermo and Karen L. Ermo, husband and wife, as survivorship marital property

SCHEDULE B

Description of Property situated in the County of Racine, State of Wisconsin:

Lot 3 of Certified Survey Map No. 3254, recorded on August 8, 2018, in Volume 10 of Certified Survey Maps on Pages 732-736, as Document No. 2471645, and as corrected by Document No. 2475154 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Town 4 North, Range 22 East. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

The following is for informational purposes only:

Address: 6525 7 Mile Road

Tax Key No. 104-04-22-11-007-030

1. Mortgages, Liens, Agreements, Stipulations:  
Mortgage from Dean A. Ermo and Karen L. Ermo, husband and wife to Associated Bank, N.A. in the amount of \$160,000.00 dated February 18, 2021 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 24, 2021 as Document No. 2582360.
2. Construction Liens (for past two years only): NONE
3. Land Contracts, Leases, or Notices of Lis Pendens: NONE
4. Unpaid real estate taxes up to and including those for the year 2020: NONE (Special Assessments - Not Examined)

NOTE: Taxes for the year 2020 in the amount of \$109.46, have been paid in full.

5. No Money Judgments, State Income Tax Liens, State Sales and Use Tax Warrants or Federal Tax Liens - Docketed in Racine County, against the following parties only: Dean A. Emo, Karen L. Emo

Dated: November 22, 2021 at 08:00 AM

LANDMARK TITLE OF RACINE, INC.

Michael P. Staech

This Report is for informational purposes only. This report is not an abstract of title or a title insurance commitment or policy and should not be relied upon in place of such. It is not the intention of Landmark Title of Racine, Inc. to provide any type of express or implied warranty, guaranty, or indemnity with respect to the accuracy or completeness of the information contained in the report. If this report is to be used by the customer as the search required in order for the customer to issue a title insurance commitment or policy, or if the information contained in this report is resold, the customer does so at their own risk. In order to obtain information from the company which will carry the full liability of a title insurance commitment or policy, Landmark Title of Racine, Inc. will issue, if requested, a commitment of title of insurance and will charge a fee in compliance with rates filed with the Office of the Commissioner of Insurance.



**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY



(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## Landmark Title of Racine, Inc. Privacy Policy

### We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a rights to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- ✓ Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- ✓ Information about your transactions with us, our affiliated companies or others and;
- ✓ Information we receive from a consumer reporting agency

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## Racine County

Owner (s):  
**ERNO, DEAN A**  
**ERNO, KAREN L**

Location:  
**Sect. 11, T4N,R22E**

Mailing Address:  
**DEAN A ERNO**  
**KAREN L ERNO**  
**508 CLARK AVE**  
**SOUTH MILWAUKEE, WI 53172**

School District:  
**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number: Tax District: Status:  
**104-04-22-11-007-030 104-VILLAGE OF CALEDONIA Active**

Alternate Tax Parcel Number: Government Owned: Acres:  
**19.32**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**PT NE1/4 CSM 3254**  
**V10 PG732 #2471645 LOT 3 FROM 104042211007000 IN 2017 FOR 2018 ROLL \*\*TOTAL**  
**ACRES\*\* 19.32**

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*

**6525 7 MILE RD RACINE, WI 53402**

0 Lottery credits claimed

### Tax History

\* Click on a Tax Year for detailed payment information.

Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2020	<input type="checkbox"/>	\$109.46	\$109.46	\$0.00	\$0.00	\$0.00	\$0.00
2019	<input type="checkbox"/>	\$102.97	\$102.97	\$0.00	\$0.00	\$0.00	\$0.00
2018	<input type="checkbox"/>	\$105.06	\$105.06	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$0.00</b>

*NOTE: Current year tax bills may not be processed by the county.*

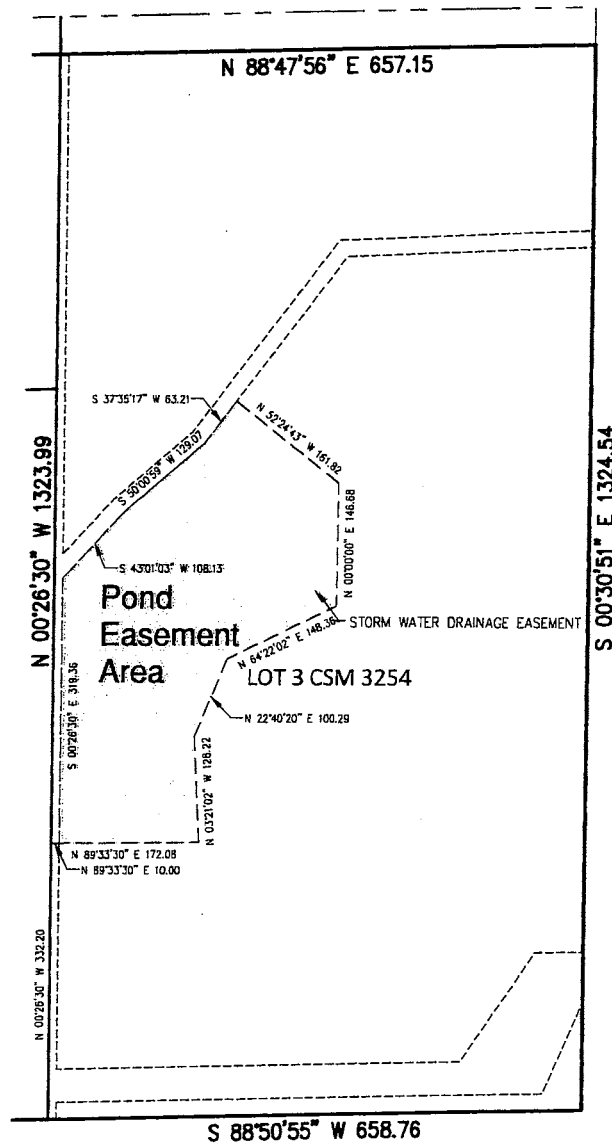
Interest and penalty on delinquent taxes are calculated to **November 30, 2021** .

EXHIBIT B

STORM WATER DRAINAGE EASEMENT

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Commence at the Southwest corner of said Lot 3; thence N00°26'30"W, 332.20 feet along the West line of said Lot 3; thence N89°33'30"E, 10.00 feet to the point of beginning of this description; continue thence N89°33'30"E, 172.08 feet; thence N03°21'02"W, 128.22 feet; thence N22°40'20"E, 100.29 feet; thence N64°22'02"E, 148.36 feet; thence N00°00'00"E, 146.68 feet; thence N52°24'43"W, 161.82 feet; thence S37°35'17"W, 63.21 feet; thence S50°00'59"W, 129.07 feet; thence S43°01'03"W, 108.13 feet; thence S00°26'30"E, 319.36 feet, parallel with the West line of said Lot 3 to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 110,544 sq.ft. or 2.538 acres.

7 MILE ROAD



esday, November 17, 2021

STORM WATER DRAINAGE EASEMENT (POND)

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Commence at the Southwest corner of said Lot 3; thence  $N00^{\circ}26'30''W$ , 332.20 feet along the West line of said Lot 3; thence  $N89^{\circ}33'30''E$ , 10.00 feet to the point of beginning of this description; continue thence  $N89^{\circ}33'30''E$ , 172.08 feet; thence  $N03^{\circ}21'02''W$ , 128.22 feet; thence  $N22^{\circ}40'20''E$ , 100.29 feet; thence  $N64^{\circ}22'02''E$ , 148.36 feet; thence  $N00^{\circ}00'00''E$ , 146.68 feet; thence  $N52^{\circ}24'43''W$ , 161.82 feet; thence  $S37^{\circ}35'17''W$ , 63.21 feet; thence  $S50^{\circ}00'59''W$ , 129.07 feet; thence  $S43^{\circ}01'03''W$ , 108.13 feet; thence  $S00^{\circ}26'30''E$ , 319.36 feet, parallel with the West line of said Lot 3 to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 110,544 sq.ft. or 2.538 acres.

Document Number

**Storm Water Drainage Easement  
Agreement:  
Dean A. & Karen L. Erno**

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

104-04-22-11-007-030  
Parcel Identification Number (PIN)

**STORM WATER DRAINAGE EASEMENT AGREEMENT:**  
**DEAN A. ERNO and KAREN L. ERNO**

This Storm Water Drainage Easement Agreement (“Agreement”) is made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Dean A. Erno and Karen L. Erno**, being husband and wife, residing at 508 Clark Avenue South Milwaukee, Wisconsin 53172, referred to in this Agreement as “Owner”, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the “Grantees”.

**RECITALS**

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report of Title attached hereto Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the “Property”.

B. As a part of the approval by the Grantees of a development of the Property, the Grantees have required the Owner to construct, at Owner’s own cost and expense, a storm water drainage plan within the area of the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water drainage plan is hereinafter referred to in this Agreement as the “Plan”. The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner’s responsibility to maintain the Plan and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the “Storm Water Drainage Easement”) over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the “Storm Water Drainage Easement Area”. The location of the Storm Water Drainage Easement Area with respect to the Property is as shown and described in Exhibit B.

D. The Grantees have requested that the Owner grant a permanent access easement (referred to in this Agreement as the “Ingress/Egress Easement”) over the Owner’s Property, that will grant to the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents, pedestrian and/or vehicular ingress and egress to and from Seven Mile Road and the Storm Water Drainage Easement Area.

E. The Storm Water Drainage Easement Area and the Ingress/Egress Easement Area area collectively referred to in this Agreement as the “Utility Easement Area”.

F. As used in this Agreement, the term “Drainage Facilities” shall mean the Plan, the Storm Water Drainage Easement Area, the Ingress/Egress Easement Area, the drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Utility Easement Area from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

## **AGREEMENT**

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

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

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

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

4. Indemnification. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence, construction, use, operation,



cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities, and/or (ii) any property damage and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

5. Insurance. Owner shall, at Owner's own cost and expense, and prior to the construction of the Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-licensed insurance carrier, that (i) has coverage and policy limits satisfactory to the Grantees, and (ii) has the Grantees named as additional insureds. Such insurance shall be kept and maintained by the Owner throughout the entire term of this Agreement.

6. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, the Ingress/Egress Easement over, across, under, and through the Owner's Property, to and from Seven Mile Road and the Storm Water Drainage Easement Area, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Utility Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Utility Easement Area and the Drainage Facilities.

7. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Storm Water Drainage Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Storm Water Drainage Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Drainage Easement Area, or (ii) ingress and egress to the Storm Water Drainage Easement Area and Seven Mile Road.
- (b) Remove any fences, structures or improvements located within the Storm Water Drainage Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Drainage Easement Area, or (ii) maintain ingress and egress to the Storm Water Drainage Easement Area and Seven Mile Road.

8. Further Owner Requirements.

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

(b) The elevation of the existing ground surface within the Storm Water Drainage Easement Area will not be altered without the written consent of the Grantees.

(c) Owner shall comply with (i) the provisions and requirements of the Site Grading & Drainage Improvements Plan for the Property, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped August 24, 2017, as may be approved and/or amended from time to time by the Grantees.

9. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Drainage Easement Area or (ii) ingress and egress to the Storm Water Drainage Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

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

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

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

13. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

BY: Dean A Erno  
Dean A. Erno

BY: Karen L. Erno  
Karen L. Erno

STATE OF WISCONSIN )  
) SS  
COUNTY OF RACINE )

Personally came before me this 15<sup>th</sup> day of August 2022, the above-named **Dean A. Erno** and **Karen L. Erno**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

Richard W. Schrock  
Notary Public, State of Wisconsin

Richard W. Schrock

My Commission expires: 9-15-2025

VILLAGE OF CALEDONIA

BY: \_\_\_\_\_  
**James R. Dobbs, President**

ATTEST: \_\_\_\_\_  
**Joslyn Hoeffert, Clerk**

STATE OF WISCONSIN )  
) SS  
COUNTY OF RACINE )

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

\_\_\_\_\_  
Notary Public, Racine County, WI

My Commission expires: \_\_\_\_\_

**VILLAGE OF CALEDONIA UTILITY DISTRICT**

BY: \_\_\_\_\_  
**Howard Stacey, President**

ATTEST: \_\_\_\_\_  
**Michael Pirk, Secretary**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF RACINE     )

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

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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

EXHIBIT A



719 Washington Avenue • Racine, WI 53403 • 262-632-6262 • www.LMT123.com

LML-70402

November 23, 2021

LETTER REPORT  
SCHEDULE A

We have examined the records relative to the premises described in Schedule B below and find that as of the date of this report the recorded title to said premises subject to the encumbrances and other matters set forth in Schedule B below appears in:  
Dean A. Ermo and Karen L. Ermo, husband and wife, as survivorship marital property

SCHEDULE B

Description of Property situated in the County of Racine, State of Wisconsin:

Lot 3 of Certified Survey Map No. 3254, recorded on August 8, 2018, in Volume 10 of Certified Survey Maps on Pages 732-736, as Document No. 2471645, and as corrected by Document No. 2475154 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Town 4 North, Range 22 East. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

The following is for informational purposes only:

Address: 6525 7 Mile Road

Tax Key No. 104-04-22-11-007-030

1. Mortgages, Liens, Agreements, Stipulations:  
Mortgage from Dean A. Ermo and Karen L. Ermo, husband and wife to Associated Bank, N.A. in the amount of \$160,000.00 dated February 18, 2021 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 24, 2021 as Document No. 2582360.
2. Construction Liens (for past two years only): NONE
3. Land Contracts, Leases, or Notices of Lis Pendens: NONE
4. Unpaid real estate taxes up to and including those for the year 2020: NONE (Special Assessments - Not Examined)

NOTE: Taxes for the year 2020 in the amount of \$109.46, have been paid in full.

5. No Money Judgments, State Income Tax Liens, State Sales and Use Tax Warrants or Federal Tax Liens - Docketed in Racine County, against the following parties only: Dean A. Emo, Karen L. Emo

Dated: November 22, 2021 at 08:00 AM

LANDMARK TITLE OF RACINE, INC.

Michael P. Staech

This Report is for informational purposes only. This report is not an abstract of title or a title insurance commitment or policy and should not be relied upon in place of such. It is not the intention of Landmark Title of Racine, Inc. to provide any type of express or implied warranty, guaranty, or indemnity with respect to the accuracy or completeness of the information contained in the report. If this report is to be used by the customer as the search required in order for the customer to issue a title insurance commitment or policy, or if the information contained in this report is resold, the customer does so at their own risk. In order to obtain information from the company which will carry the full liability of a title insurance commitment or policy, Landmark Title of Racine, Inc. will issue, if requested, a commitment of title of insurance and will charge a fee in compliance with rates filed with the Office of the Commissioner of Insurance.



**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY

(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



## Landmark Title of Racine, Inc. Privacy Policy

### We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a rights to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- ✓ Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- ✓ Information about your transactions with us, our affiliated companies or others and;
- ✓ Information we receive from a consumer reporting agency

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## Racine County

Owner (s):

**ERNO, DEAN A  
ERNO, KAREN L**

Location:

**Sect. 11, T4N,R22E**

Mailing Address:

**DEAN A ERNO  
KAREN L ERNO  
508 CLARK AVE  
SOUTH MILWAUKEE, WI 53172**

School District:

**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number:

**104-04-22-11-007-030**

Tax District:

**104-VILLAGE OF CALEDONIA**

Status:

**Active**

Alternate Tax Parcel Number: Government Owned: Acres:

**19.32**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**PT NE1/4 CSM 3254**

**V10 PG732 #2471645 LOT 3 FROM 104042211007000 IN 2017 FOR 2018 ROLL \*\*TOTAL ACRES\*\* 19.32**

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

**6525 7 MILE RD RACINE, WI 53402**

0 Lottery credits claimed

### Tax History

\* Click on a Tax Year for detailed payment information.

Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2020	<input type="checkbox"/>	\$109.46	\$109.46	\$0.00	\$0.00	\$0.00	\$0.00
2019	<input type="checkbox"/>	\$102.97	\$102.97	\$0.00	\$0.00	\$0.00	\$0.00
2018	<input type="checkbox"/>	\$105.06	\$105.06	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$0.00</b>

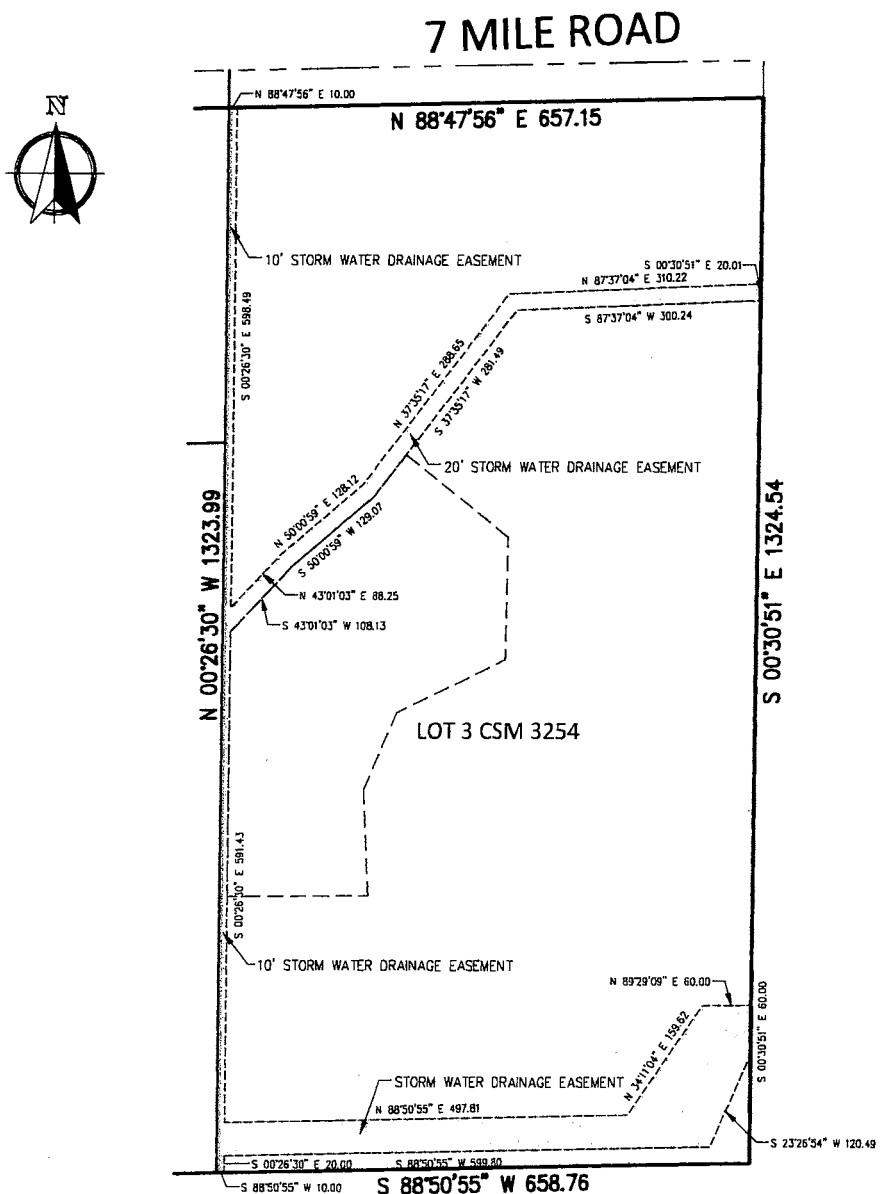
*NOTE: Current year tax bills may not be processed by the county.*

Interest and penalty on delinquent taxes are calculated to **November 30, 2021**.

EXHIBIT B

**STORM WATER DRAINAGE EASEMENT**

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Begin at the Northwest corner of said Lot 3; thence N88°47'56"E, 10.00 feet along the North line of said Lot 3 and the South right-of-way of 7 Mile Road; thence S00°26'30"E, parallel with the West line of said Lot 3, 598.49 feet; thence N43°01'03"E, 88.25 feet; thence N50°00'59"E, 128.12 feet; thence N37°35'17"E, 288.65; thence N87°37'04"E 310.22 feet to the East line of said Lot 3; thence S00°30'51"E 20.01 feet along the East line of said Lot 3; thence S87°37'04"W, 300.24 feet; thence S37°35'17"W, 281.49 feet; thence S50°00'59"W, 129.07 feet; thence S43°01'03"W, 108.13 feet; thence S00°26'30"E, parallel with the West line of said Lot 3, 591.43 feet; thence N88°50'55"E, parallel with the South line of said Lot 3, 497.81 feet; thence N34°11'04"E, 159.62; thence N89°29'09"E, 60.00 feet to the East line of said Lot 3; thence S00°30'51"E, 60.00 feet along the East line of said Lot 3; thence S23°26'54"W, 120.49 feet; thence S88°50'55"W, parallel with the South line of said Lot 3, 599.80 feet; thence S00°26'30"E, parallel with the West line of said Lot 3, 20.00 feet to the South line of said Lot 3; thence S88°50'55"W, 10.00 feet along the South line of said Lot 3 to the West line of said Lot 3; thence N00°26'30"W, 1323.99 feet along the West line of said Lot 3 to the North line of said Lot 3, the South right-of-way of 7 Mile Road and the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 66,109 sq.ft. or 1.518 acres.



3:44:13 PM

uesday, November 17, 2021



**Nielsen Madsen + Barber**  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Highway 200, Suite 200, Racine, WI 53402

Scale: 1" = 150'  
 Drawn By: SCB  
 DATE: 11-17-2021  
 2017.0057.01

Storm Water Drainage Easement Exhibit  
 Village of Caledonia Caledonia Wisconsin

#### STORM WATER DRAINAGE EASEMENT (SWALES)

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Begin at the Northwest corner of said Lot 3; thence N88°47'56"E, 10.00 feet along the North line of said Lot 3 and the South right-of-way of 7 Mile Road; thence S00°26'30"E, parallel with the West line of said Lot 3, 598.49 feet; thence N43°01'03"E, 88.25 feet; thence N50°00'59"E, 128.12 feet; thence N37°35'17"E, 288.65; thence N87°37'04"E 310.22 feet to the East line of said Lot 3; thence S00°30'51"E 20.01 feet along the East line of said Lot 3; thence S87°37'04"W, 300.24 feet; thence S37°35'17"W, 281.49 feet; thence S50°00'59"W, 129.07 feet; thence S43°01'03"W, 108.13 feet; thence S00°26'30"E, parallel with the West line of said Lot 3, 591.43 feet; thence N88°50'55"E, parallel with the South line of said Lot 3, 497.81 feet; thence N34°11'04"E, 159.62; thence N89°29'09"E, 60.00 feet to the East line of said Lot 3; thence S00°30'51"E, 60.00 feet along the East line of said Lot 3; thence S23°26'54"W, 120.49 feet; thence S88°50'55"W, parallel with the South line of said Lot 3, 599.80 feet; thence S00°26'30"E, parallel with the West line of said Lot 3, 20.00 feet to the South line of said Lot 3; thence S88°50'55"W, 10.00 feet along the South line of said Lot 3 to the West line of said Lot 3; thence N00°26'30"W, 1323.99 feet along the West line of said Lot 3 to the North line of said Lot 3, the South right-of-way of 7 Mile Road and the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 66,109 sq.ft. or 1.518 acres.

**RESOLUTION NO. 2022-97  
(9-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
DEPOSIT AGREEMENT WITH DEAN & KAREN ERNO –  
6525 7 MILE ROAD**

**WHEREAS**, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Pond Construction Plan for Dean & Karen Erno for the construction of a pond and a single-family home located at 6525 7 Mile Road. To guarantee the completion and construction of the pond, in conformity with the approved Plans and Specifications, the Owner is required to enter into a Deposit Agreement prior to the construction of the pond. The Deposit Agreement is to be entered into by the Owner, the Caledonia Utility District, and the Village of Caledonia; and

**WHEREAS**, the Owners, Dean & Karen Erno have executed said Deposit Agreement and have made the required deposit with the Village of Caledonia on August 15, 2022; and

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Deposit Agreement at their September 7, 2022 meeting; and

**WHEREAS**, the President and Clerk of the Village need to execute the Deposit Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the execution of the Deposit 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 Deposit 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

## **DEPOSIT AGREEMENT**

This Deposit Agreement (referred to as the "Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Dean A. Erno and Karen L. Erno**, being husband and wife, residing at 508 Clark Avenue South Milwaukee, Wisconsin 53172, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as "Caledonia".

### **RECITALS**

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

B. As a part of the approval by Caledonia of Owner's desired improvement of the Property, Owner is constructing, at its own cost and expense, a storm water pond, that will serve as a part of the storm water drainage facilities on the Property. Said storm water drainage facilities are referred to in this Agreement as the "Drainage Facilities".

C. Owner has provided Caledonia with a Storm Water Management Plan dated September 2, 2021 and Site Grading & Drainage Plans, dated August 1, 2022, prepared by Nielsen Madsen + Barber, S.C. for the Drainage Facilities to be constructed on the Property (referred to in this Agreement as the "Plan"). The areas of the Owner's Property affected by the Drainage Facilities are described in attached Exhibit B, and include a storm water pond. Caledonia has approved the Plan (in accordance with recommendations of Public Services Director, Anthony A. Bunkelman P.E.).

D. Because Caledonia has made a determination that it is important that the Plan and Drainage Facilities be constructed at the Property in a timely manner in order to lessen the impact of the Owner's desired improvement of the Property on other property owners in the Village of Caledonia, the approval by Caledonia of the Owner's desired improvement of the Property was conditioned upon:

(1) Owner completing construction of the Plan and Drainage Facilities, in conformity with the Plan, within 1 year or by September 15, 2023, subject to an extension in the event of force majeure as defined below (the "Completion Date"); and

(2) Owner entering into an agreement with Caledonia requiring Owner to deposit the sum of \$10,000.00 with Caledonia in order to guarantee the completion of construction by Owner of the Plan and Drainage Facilities, in conformity with the Plan, prior to the Completion Date. Owner is required to enter into said agreement prior to commencement of construction of the Plan and Drainage Facilities.

E. Owner has indicated that it agrees to all of Caledonia's conditions of approval for the Owner's desired development of the Property.

### **AGREEMENT**

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

1. The recitals set forth above are hereby incorporated herein as part of the agreement of the parties.

2. Owner shall deposit the sum of \$10,000.00 (referred to in this Agreement as the "Deposit") with Caledonia on or before September 15, 2022. Caledonia is not required to set up a separate account for the Deposit and may commingle the Deposit with its other funds.

3. Owner agrees that prior to the Completion Date, it will:

(a) Complete the construction of the Plan and Drainage Facilities in conformity with the Plan;

(b) Provide Caledonia with as-built drawings of the Plan and Drainage Facilities that are stamped by a registered engineer and indicate that the Drainage Facilities were constructed in conformity with the Plan. Caledonia shall review the as-built drawings to confirm conformity with the Plan; and

(c) Pay for any direct damage caused to Village of Caledonia roads and rights-of-way and any other property of Caledonia on the Property as a result of said construction.

The Owner's agreement to complete construction of the Plan and Drainage Facilities as described above in Section 3(a), provide as-built drawings as described above in Section 3(b) and pay for any damage as described above in Section 3(c) are collectively referred to as the "Owner's Obligations".

4. The Completion Date shall be extended if an event of force majeure occurs. As used herein, the term "force majeure" shall mean an event that causes Owner to be delayed in completing construction of the Pond and Drainage Facilities by reason of the inability to procure materials, failure of power, riots, insurrection, war or other reason of a like nature not the fault of the Owner. If an event of force majeure occurs, then the Completion Date shall be extended for the period of the delay. Owner shall give Caledonia written notice as soon as possible of its claim of right to such extension and the reasons therefor.

5. Owner shall provide Caledonia with a written notice of completion after Owner believes that it has completed Owner's Obligations. Caledonia shall make a determination as to whether Owner has completed Owner's Obligations within thirty (30) days after Caledonia's receipt of said notice.

(a) If Caledonia determines that Owner has completed Owner's Obligations, Caledonia shall return the Deposit to Owner within ten (10) days after the making of said determination.

(b) If Caledonia determines that Owner has not completed the Owner's Obligations, Caledonia shall provide a written notice to Owner specifying which of Owner's Obligations have not been completed.

Owner shall thereafter have a cure period of forty-five (45) days from the date of said notice to complete Owner's Obligations and provide Caledonia with a notice of such completion. Caledonia shall make another determination as to whether Owner has completed Owner's obligations within thirty (30) days after Caledonia's receipt of said notice.

(a) If Caledonia determines that Owner has completed Owner's Obligations, Caledonia shall return the Deposit to Owner within ten (10) days after the making of said determination.

(b) If Caledonia determines that Owner has not completed Owner's Obligations, Caledonia shall provide written notice of said determination to Owner, and the Deposit shall be retained by Caledonia and paid to and kept by Caledonia as compensation for Owner's failure to complete Owner's Obligations as required herein, and as reimbursement for any expense incurred by Caledonia because of Owner's failure to complete Owner's Obligations as required herein. Accordingly, Owner shall not have any right to the Deposit if it fails to complete Owner's Obligations as required herein. Caledonia's retention of the Deposit shall not: (i) release Owner of its obligations to complete Owner's Obligations, or (ii) be in lieu of, or foreclose, any other rights or remedies that Caledonia may have in law or equity regarding Owner's failure to complete Owner's Obligations as required herein, it being the intent of the parties that Caledonia shall continue to possess all such rights and remedies in addition to retaining the Deposit.

6. All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address indicated below, or (b) three (3) business days after mailed via certified mail, return receipt requested, addressed to such party at the address set forth below (unless changed by similar notice in writing given by the party whose address is to be changed).

Dean A. Erno  
Karen L. Erno  
508 Clark Avenue  
South Milwaukee, Wisconsin 53172

Village of Caledonia, Wisconsin  
Village of Caledonia Utility District  
5043 Chester Lane  
Racine, Wisconsin 53402

7. This Agreement may not be altered, changed or amended except by an instrument in writing signed by the parties.

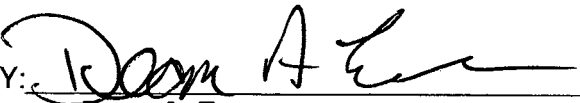


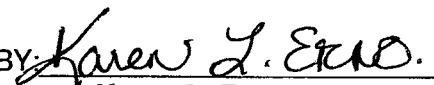
8. The time of the performance of all the terms, conditions and covenants of this Agreement is of the essence.

9. This Agreement shall be governed, controlled, and construed by and under the laws of the State of Wisconsin. Venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

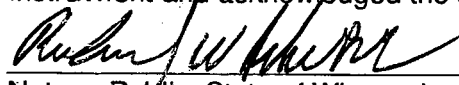
OWNER:

BY:   
Dean A. Erno

BY:   
Karen L. Erno

STATE OF WISCONSIN     )  
   ) SS  
COUNTY OF RACINE        )

Personally came before me this 15<sup>th</sup> day of August 2022, the above-named **Dean A. Erno** and **Karen L. Erno**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

  
Notary Public, State of Wisconsin



My Commission expires: 9-15-2025

**VILLAGE OF CALEDONIA**

BY: \_\_\_\_\_  
**James R. Dobbs, President**

ATTEST: \_\_\_\_\_  
**Joslyn Hoeffert, Clerk**

STATE OF WISCONSIN     )  
   ) SS  
COUNTY OF RACINE     )

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

\_\_\_\_\_  
Notary Public, Racine County, WI

My Commission expires: \_\_\_\_\_

**VILLAGE OF CALEDONIA UTILITY DISTRICT**

BY: \_\_\_\_\_  
**Howard Stacey, President**

ATTEST: \_\_\_\_\_  
**Michael Pirk, Secretary**

STATE OF WISCONSIN     )  
   ) SS  
COUNTY OF RACINE     )

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

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

# EXHIBIT A



719 Washington Avenue • Racine, WI 53403 • 262-632-6262 • www.LMT123.com

LML-70402

November 23, 2021

## LETTER REPORT SCHEDULE A

We have examined the records relative to the premises described in Schedule B below and find that as of the date of this report the recorded title to said premises subject to the encumbrances and other matters set forth in Schedule B below appears in:  
Dean A. Ermo and Karen L. Ermo, husband and wife, as survivorship marital property

## SCHEDULE B

Description of Property situated in the County of Racine, State of Wisconsin:

Lot 3 of Certified Survey Map No. 3254, recorded on August 8, 2018, in Volume 10 of Certified Survey Maps on Pages 732-736, as Document No. 2471645, and as corrected by Document No. 2475154 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Town 4 North, Range 22 East. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

The following is for informational purposes only:

Address: 6525 7 Mile Road

Tax Key No. 104-04-22-11-007-030

1. Mortgages, Liens, Agreements, Stipulations:  
Mortgage from Dean A. Ermo and Karen L. Ermo, husband and wife to Associated Bank, N.A. in the amount of \$160,000.00 dated February 18, 2021 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on February 24, 2021 as Document No. 2582360.
2. Construction Liens (for past two years only): NONE
3. Land Contracts, Leases, or Notices of Lis Pendens: NONE
4. Unpaid real estate taxes up to and including those for the year 2020: NONE (Special Assessments - Not Examined)

NOTE: Taxes for the year 2020 in the amount of \$109.46, have been paid in full.

5. No Money Judgments, State Income Tax Liens, State Sales and Use Tax Warrants or Federal Tax Liens - Docketed in Racine County, against the following parties only: Dean A. Erno, Karen L. Erno

Dated: November 22, 2021 at 08:00 AM

LANDMARK TITLE OF RACINE, INC.

Michael P. Staech

This Report is for informational purposes only. This report is not an abstract of title or a title insurance commitment or policy and should not be relied upon in place of such. It is not the intention of Landmark Title of Racine, Inc. to provide any type of express or implied warranty, guaranty, or indemnity with respect to the accuracy or completeness of the information contained in the report. If this report is to be used by the customer as the search required in order for the customer to issue a title insurance commitment or policy, or if the information contained in this report is resold, the customer does so at their own risk. In order to obtain information from the company which will carry the full liability of a title insurance commitment or policy, Landmark Title of Racine, Inc. will issue, if requested, a commitment of title of insurance and will charge a fee in compliance with rates filed with the Office of the Commissioner of Insurance.



**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY

(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## Landmark Title of Racine, Inc. Privacy Policy

### We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a rights to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- ✓ Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- ✓ Information about your transactions with us, our affiliated companies or others and;
- ✓ Information we receive from a consumer reporting agency

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## Racine County

Owner (s):  
**ERNO, DEAN A**  
**ERNO, KAREN L**

Location:  
**Sect. 11, T4N,R22E**

Mailing Address:  
**DEAN A ERNO**  
**KAREN L ERNO**  
**508 CLARK AVE**  
**SOUTH MILWAUKEE, WI 53172**

School District:  
**4620 - UNIFIED SCHOOL DISTRICT**

Request Mailing Address Change

Tax Parcel ID Number: Tax District: Status:  
**104-04-22-11-007-030 104-VILLAGE OF CALEDONIA Active**

Alternate Tax Parcel Number: Government Owned: Acres:  
**19.32**

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**PT NE1/4 CSM 3254**  
**V10 PG732 #2471645 LOT 3 FROM 104042211007000 IN 2017 FOR 2018 ROLL \*\*TOTAL ACRES\*\* 19.32**

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*

**6525 7 MILE RD RACINE, WI 53402**

0 Lottery credits claimed

### Tax History

\* Click on a Tax Year for detailed payment information.

Tax Year*	Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2020	<input type="checkbox"/>	\$109.46	\$109.46	\$0.00	\$0.00	\$0.00	\$0.00
2019	<input type="checkbox"/>	\$102.97	\$102.97	\$0.00	\$0.00	\$0.00	\$0.00
2018	<input type="checkbox"/>	\$105.06	\$105.06	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$0.00</b>

*NOTE: Current year tax bills may not be processed by the county.*

Interest and penalty on delinquent taxes are calculated to **November 30, 2021**.

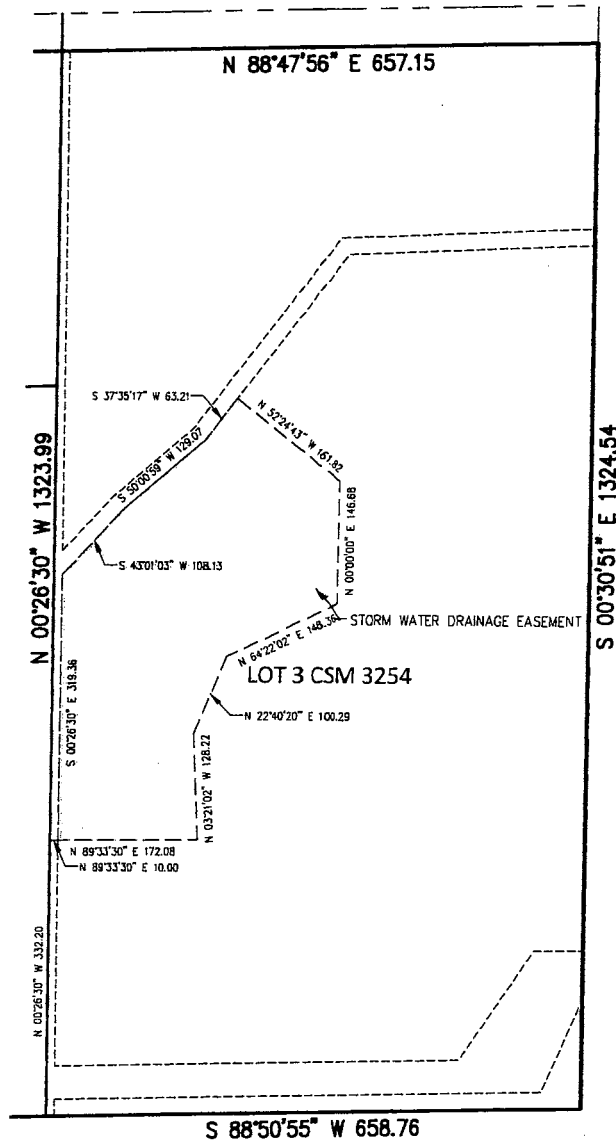


EXHIBIT B

STORM WATER DRAINAGE EASEMENT

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Commence at the Southwest corner of said Lot 3; thence N00°26'30"W, 332.20 feet along the West line of said Lot 3; thence N89°33'30"E, 10.00 feet to the point of beginning of this description; continue thence N89°33'30"E, 172.08 feet; thence N03°21'02"W, 128.22 feet; thence N22°40'20"E, 100.29 feet; thence N64°22'02"E, 148.36 feet; thence N00°00'00"E, 146.68 feet; thence N52°24'43"W, 161.82 feet; thence S37°35'17"W, 63.21 feet; thence S50°00'59"W, 129.07 feet; thence S43°01'03"W, 108.13 feet; thence S00°26'30"E, 319.36 feet, parallel with the West line of said Lot 3 to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 110,544 sq.ft. or 2.538 acres.

7 MILE ROAD



Tuesday, November 17, 2021



Nielsen Madsen + Barber  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd, Suite 200, Racine, WI 53405

Scale: 1" = 150'  
 Drawn By: SCB  
 DATE: 11-17-2021  
 2017.0057.01

Storm Water Drainage Easement Exhibit  
 Village of Caledonia Caledonia Wisconsin

STORM WATER DRAINAGE EASEMENT (POND)

Being part of Lot 3 of Certified Survey Map No. 3254, recorded in the Register of Deeds for Racine County, Wisconsin on August 8, 2018 as Document No. 2471645 and being part of the Northwest 1/4 of the Northeast 1/4 of Section 11, Township 4 North, Range 22 East, and more particularly bounded and described as: Commence at the Southwest corner of said Lot 3; thence  $N00^{\circ}26'30''W$ , 332.20 feet along the West line of said Lot 3; thence  $N89^{\circ}33'30''E$ , 10.00 feet to the point of beginning of this description; continue thence  $N89^{\circ}33'30''E$ , 172.08 feet; thence  $N03^{\circ}21'02''W$ , 128.22 feet; thence  $N22^{\circ}40'20''E$ , 100.29 feet; thence  $N64^{\circ}22'02''E$ , 148.36 feet; thence  $N00^{\circ}00'00''E$ , 146.68 feet; thence  $N52^{\circ}24'43''W$ , 161.82 feet; thence  $S37^{\circ}35'17''W$ , 63.21 feet; thence  $S50^{\circ}00'59''W$ , 129.07 feet; thence  $S43^{\circ}01'03''W$ , 108.13 feet; thence  $S00^{\circ}26'30''E$ , 319.36 feet, parallel with the West line of said Lot 3 to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin. Containing 110,544 sq.ft. or 2.538 acres.

VILLAGE OF CALEDONIA  
5043 CHESTER LANE  
RACINE WI 53402

262-835-4451

Receipt No: 6.002367

Aug 26, 2022

ERNO, KAREN

Previous Balance:	.00
CHARGES TO THE PUBLIC - STORMWATER DEPOSIT	10,000.00
<hr/>	
Total:	10,000.00
<hr/> <hr/>	
CHECKS	10,000.00
Check No: 3028	
Payor: ERNO, KAREN	
Total Applied:	10,000.00
<hr/>	
Change Tendered:	.00
<hr/> <hr/>	

08/26/2022 10:40 AM

**RESOLUTION NO. 2022-98  
(9-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
DEPOSIT AGREEMENT WITH RUBEN GONZALEZ AND JENNIFER LEIN –  
7295 7 MILE ROAD**

**WHEREAS**, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Pond Construction Plan for Ruben Gonzalez and Jennifer Lein for the construction of a pond and a single-family home located at 7295 7 Mile Road. To guarantee the completion and construction of the pond, in conformity with the approved Plans and Specifications, the Owner is required to enter into a Deposit Agreement prior to the construction of the pond. The Deposit Agreement is to be entered into by the Owner, the Caledonia Utility District, and the Village of Caledonia; and

**WHEREAS**, the Owners, Ruben Gonzalez and Jennifer Lein have executed said Deposit Agreement and have made the required deposit with the Village of Caledonia on August 30, 2022; and

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Deposit Agreement at their September 7, 2022 meeting; and

**WHEREAS**, the President and Clerk of the Village need to execute the Deposit Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the execution of the Deposit 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 Deposit 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

## **DEPOSIT AGREEMENT**

This Deposit Agreement (referred to as the "Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Ruben Gonzalez** and **Jennifer Lein**, both unmarried, residing at 1501 5 Mile Road Racine, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as "Caledonia".

### **RECITALS**

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Warranty Deed recorded at the Racine County Register of Deeds as Document Number 2588630 and attached hereto Exhibit A and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. As a part of the approval by Caledonia of Owner's desired improvement of the Property, Owner is constructing, at its own cost and expense, a storm water pond, that will serve as a part of the storm water drainage facilities on the Property. Said storm water drainage facilities are referred to in this Agreement as the "Drainage Facilities".

C. Owner has provided Caledonia with a Storm Water Management Plan dated April 12, 2022 prepared by Nielsen Madsen + Barber, S.C. and the Plat of Survey for Parcel #2 of CSM #2893, dated June 27, 2022, prepared by J.K.R. Surveying Inc. for the Drainage Facilities to be constructed on the Property (referred to in this Agreement as the "Plan"). The areas of the Owner's Property affected by the Drainage Facilities are described in attached Exhibit B, and include a storm water pond. Caledonia has approved the Plan (in accordance with recommendations of Public Services Director, Anthony A. Bunkelman P.E.).

D. Because Caledonia has made a determination that it is important that the Plan and Drainage Facilities be constructed at the Property in a timely manner in order to lessen the impact of the Owner's desired improvement of the Property on other property owners in the Village of Caledonia, the approval by Caledonia of the Owner's desired improvement of the Property was conditioned upon:

(1) Owner completing construction of the Plan and Drainage Facilities, in conformity with the Plan, within 1 year or by September 15, 2023, subject to an extension in the event of force majeure as defined below (the "Completion Date"); and

(2) Owner entering into an agreement with Caledonia requiring Owner to deposit the sum of \$10,000.00 with Caledonia in order to guarantee the completion of construction by Owner of the Plan and Drainage Facilities, in conformity with the Plan, prior to the Completion Date. Owner is required to enter into said agreement prior to commencement of construction of the Plan and Drainage Facilities.

E. Owner has indicated that it agrees to all of Caledonia's conditions of approval for the Owner's desired development of the Property.

### **AGREEMENT**

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

1. The recitals set forth above are hereby incorporated herein as part of the agreement of the parties.

2. Owner shall deposit the sum of \$10,000.00 (referred to in this Agreement as the "Deposit") with Caledonia on or before September 15, 2022. Caledonia is not required to set up a separate account for the Deposit and may commingle the Deposit with its other funds.

3. Owner agrees that prior to the Completion Date, it will:

(a) Complete the construction of the Plan and Drainage Facilities in conformity with the Plan;

(b) Provide Caledonia with as-built drawings of the Plan and Drainage Facilities that are stamped by a registered engineer and indicate that the Drainage Facilities were constructed in conformity with the Plan. Caledonia shall review the as-built drawings to confirm conformity with the Plan; and

(c) Pay for any direct damage caused to Village of Caledonia roads and rights-of-way and any other property of Caledonia on the Property as a result of said construction.

The Owner's agreement to complete construction of the Plan and Drainage Facilities as described above in Section 3(a), provide as-built drawings as described above in Section 3(b) and pay for any damage as described above in Section 3(c) are collectively referred to as the "Owner's Obligations".

4. The Completion Date shall be extended if an event of force majeure occurs. As used herein, the term "force majeure" shall mean an event that causes Owner to be delayed in completing construction of the Pond and Drainage Facilities by reason of the inability to procure materials, failure of power, riots, insurrection, war or other reason of a like nature not the fault of the Owner. If an event of force majeure occurs, then the Completion Date shall be extended for the period of the delay. Owner shall give Caledonia written notice as soon as possible of its claim of right to such extension and the reasons therefor.

5. Owner shall provide Caledonia with a written notice of completion after Owner believes that it has completed Owner's Obligations. Caledonia shall make a determination as to whether Owner has completed Owner's Obligations within thirty (30) days after Caledonia's receipt of said notice.

(a) If Caledonia determines that Owner has completed Owner's Obligations, Caledonia shall return the Deposit to Owner within ten (10) days after the making of said determination.

(b) If Caledonia determines that Owner has not completed the Owner's Obligations, Caledonia shall provide a written notice to Owner specifying which of Owner's Obligations have not been completed.

Owner shall thereafter have a cure period of forty-five (45) days from the date of said notice to complete Owner's Obligations and provide Caledonia with a notice of such completion. Caledonia shall make another determination as to whether Owner has completed Owner's obligations within thirty (30) days after Caledonia's receipt of said notice.

(a) If Caledonia determines that Owner has completed Owner's Obligations, Caledonia shall return the Deposit to Owner within ten (10) days after the making of said determination.

(b) If Caledonia determines that Owner has not completed Owner's Obligations, Caledonia shall provide written notice of said determination to Owner, and the Deposit shall be retained by Caledonia and paid to and kept by Caledonia as compensation for Owner's failure to complete Owner's Obligations as required herein, and as reimbursement for any expense incurred by Caledonia because of Owner's failure to complete Owner's Obligations as required herein. Accordingly, Owner shall not have any right to the Deposit if it fails to complete Owner's Obligations as required herein. Caledonia's retention of the Deposit shall not: (i) release Owner of its obligations to complete Owner's Obligations, or (ii) be in lieu of, or foreclose, any other rights or remedies that Caledonia may have in law or equity regarding Owner's failure to complete Owner's Obligations as required herein, it being the intent of the parties that Caledonia shall continue to possess all such rights and remedies in addition to retaining the Deposit.

6. All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address indicated below, or (b) three (3) business days after mailed via certified mail, return receipt requested, addressed to such party at the address set forth below (unless changed by similar notice in writing given by the party whose address is to be changed).

Ruben Gonzalez  
Jennifer Lein  
1501 5 Mile Road  
Racine, Wisconsin 53402

Village of Caledonia, Wisconsin  
Village of Caledonia Utility District  
5043 Chester Lane  
Racine, Wisconsin 53402

7. This Agreement may not be altered, changed or amended except by an instrument in writing signed by the parties.

8. The time of the performance of all the terms, conditions and covenants of this Agreement is of the essence.

9. This Agreement shall be governed, controlled, and construed by and under the laws of the State of Wisconsin. Venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**OWNER:**

BY: \_\_\_\_\_  
**Ruben Gonzalez**

BY: \_\_\_\_\_  
**Jennifer Lein**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF RACINE     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022, the above-named **Ruben Gonzalez** and **Jennifer Lein**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_



**VILLAGE OF CALEDONIA**

BY: \_\_\_\_\_

**James R. Dobbs, President**

ATTEST: \_\_\_\_\_

**Joslyn Hoeffert, Clerk**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF RACINE     )

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

\_\_\_\_\_  
Notary Public, Racine County, WI

My Commission expires: \_\_\_\_\_

**VILLAGE OF CALEDONIA UTILITY DISTRICT**

BY: \_\_\_\_\_

**Howard Stacey, President**

ATTEST: \_\_\_\_\_

**Michael Pirk, Secretary**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF RACINE     )

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

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

EXHIBIT A

Document # 2588630  
RACINE COUNTY REGISTER OF DEEDS  
April 16, 2021 3:24 PM

*Karie Pope*

KARIE POPE  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Transfer Fee: \$273.00

\*\*The above recording information verifies  
this document has been electronically recorded\*\*  
Returned to Landmark Title of Racine  
Pages: 1

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Carol J. Prochaska, Robert Prochaska and Gary Prochaska, each as to an undivided 1/3rd interest as tenants in common  
and Ruben Gonzalez and Jennifer Lein, both unmarried  
("Grantor," whether one or more),  
("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):  
Parcel 2 of Certified Survey Map No. 2893. Recorded in the Office of the Register of Deeds for Racine County, Wisconsin on January 28, 2008 in Volume 9 of Certified Survey Maps, Page 310, as Document No. 2161667 and being a part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 22 East. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Recording Area

Name and Return Address

Gonzalez & Lein  
1501 5 Mile Road  
Racine, WI 53402

104-04-22-11-012-020

Parcel Identification Number (PIN)

This is not homestead property.  
(is) (is not)

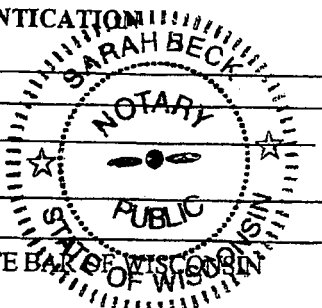
Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Together with all appurtenant rights, title and interests.

Dated April 16, 2021

*Carol J. Prochaska* (SEAL) *Robert Prochaska* (SEAL)  
\*Carol J. Prochaska \*Robert Prochaska  
*Gary Prochaska* (SEAL) \_\_\_\_\_ (SEAL)  
\* Gary Prochaska \*

AUTHENTICATION



Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_  
\*  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF Wisconsin )  
Racine ) ss.  
\_\_\_\_\_ COUNTY )  
Personally came before me on April 16, 2021,  
the above-named Carol J. Prochaska, Robert Prochaska, and Gary Prochaska  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*Sarah Beck*  
\* Sarah Beck  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 06 29 21)

THIS INSTRUMENT DRAFTED BY:  
Landmark Title of Racine, Inc. on behalf of Carol J. Prochaska, Robert Prochaska and Gary Prochaska

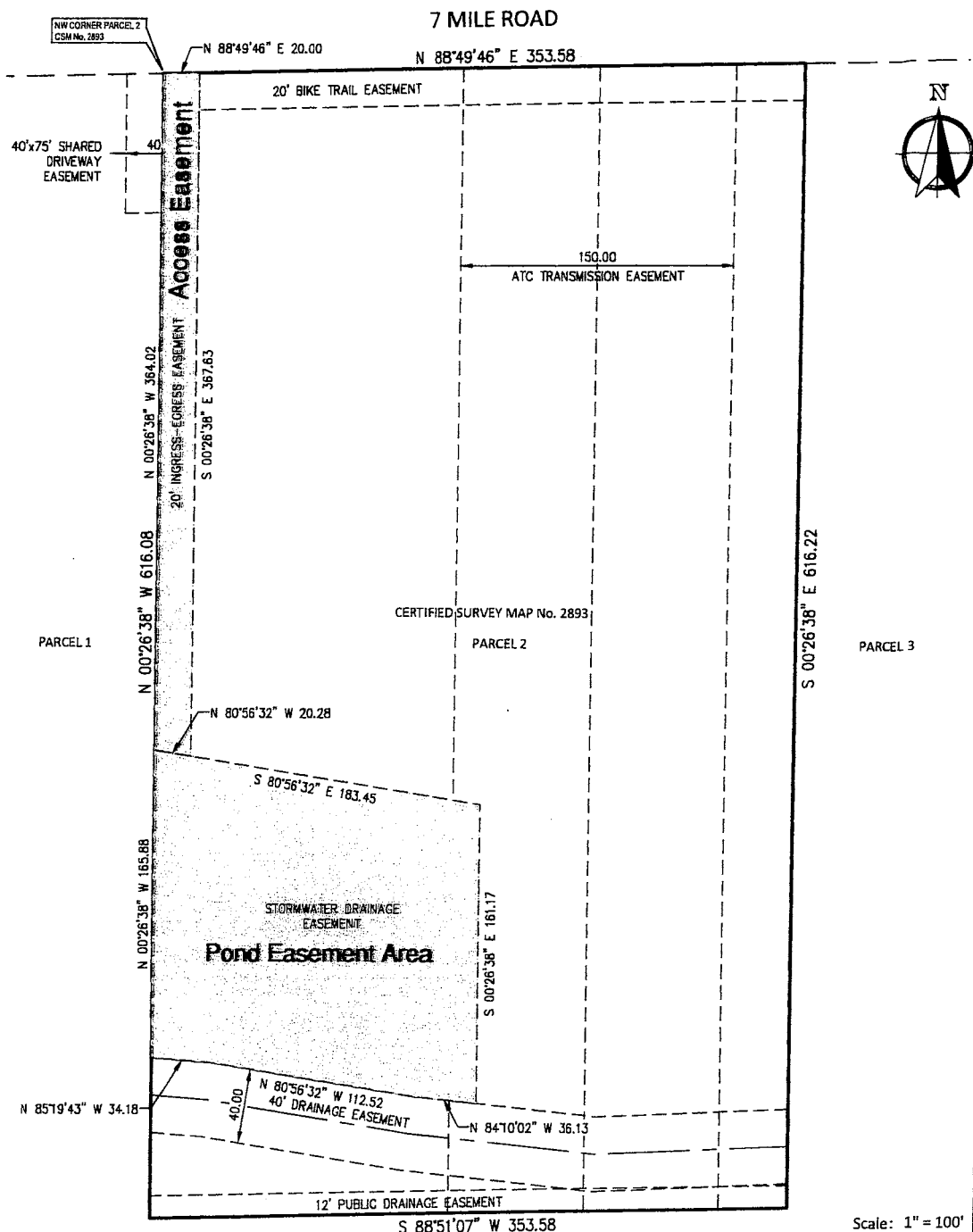
## EXHIBIT B

**20' WIDE ACCESS EASEMENT:**

That part of Parcel 2 of Certified Survey Map No. 2893 (CSM 2893), recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 28, 2008 in Volume 9 of Certified Survey maps, Page 310, as Document No. 2161667 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 22 East described as follows: Begin at the Northwest corner of Parcel 2 of said CSM 2893 and a point on the South line of 7 Mile Road; run thence N88°49'46"E 20.00 feet along the North line of said Parcel 2 and the South line of said 7 Mile Road; thence S00°26'38"E 367.63 feet parallel to the West line of said Parcel 2; thence N80°56'32"W 20.28 feet to a point on the West line of said Parcel 2; thence N00°26'38"W 364.02 feet along said West line to the Northwest corner of said Parcel 2, the South line of said 7 Mile Road and the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin. Containing 7,317 s.f.

**STORM WATER DRAINAGE EASEMENT:**

That part of Parcel 2 of Certified Survey Map No. 2893 (CSM 2893), recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 28, 2008 in Volume 9 of Certified Survey maps, Page 310, as Document No. 2161667 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 22 East described as follows: Commence at the Northwest corner of Parcel 2 of said CSM 2893 and a point on the South line of 7 Mile Road; thence S00°26'38"E 364.02 feet along the West line of said Parcel 2 to the point of beginning of this description; run thence S80°56'32"E 183.45 feet; thence S00°26'38"E 161.17 feet parallel to the West line of said Parcel 2 to the North line of an existing 40' Drainage Easement; thence N84°10'02"W 36.13 feet along said North line; thence N80°56'32"W 112.52 feet along said North line to a point on the West line of said Parcel 2; thence N00°26'38"W 165.88 feet along said West line to the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin. Containing 29,543 s.f.



Scale: 1" = 100'  
 Drawn By: SCB  
 DATE: 5-12-2022  
 2021.0301.01



**Nielsen Madsen + Barber**  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Storm Water Drainage and Access Easement Exhibit  
 Public Control and Transfer Plan

2:00:17 PM

Friday, May 12, 2022

VILLAGE OF CALEDONIA  
5043 CHESTER LANE  
RACINE WI 53402

262-835-4451

Receipt No: 7.000516

Jun 30, 2022

EILERS, JOHN

Previous Balance:	.00
CARGES TO THE PUBLIC - STORM WATER DEPOSIT	10,000.00
EILERS/JENNIFER LEIN - 7295 - 7 MILE ROAD	
PARCEL ID#104042211012020	

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Total:	10,000.00
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CHECKS	Check No: 13943	10,000.00
Payor: EILERS, JOHN		

Total Applied:	10,000.00
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Change Tendered:	.00
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06/30/2022 3:23 PM

**RESOLUTION NO. 2022-99  
(9-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
STORMWATER EASEMENT AGREEMENT WITH RUBEN GONZALEZ AND  
JENNIFER LEIN – 7295 7 MILE ROAD**

**WHEREAS**, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Pond Construction Plan for Ruben Gonzalez and Jennifer Lein for the construction of a pond and a single-family home located at 7295 7 Mile Road. As a condition of approval of the Storm Water Management Plan and Pond Construction Plan, a Stormwater Easement Agreement is required to be granted over the pond.

**WHEREAS**, the Owners, Ruben Gonzalez and Jennifer Lein have executed said Stormwater Easement Agreement.

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Stormwater Easement Agreement at their September 7, 2022 meeting.

**WHEREAS**, the President and Clerk of the Village need to execute the Stormwater Easement Agreement in order to allow it to be recorded.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the execution of the Stormwater Easement 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 Stormwater Easement 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

Document Number

**Storm Water Drainage Easement  
Agreement:  
Ruben Gonzalez & Jennifer Lein**

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

104-04-22-11-012-020  
Parcel Identification Number (PIN)

**STORM WATER DRAINAGE EASEMENT AGREEMENT:**  
**RUBEN GONZALEZ and JENNIFER LEIN**

This Storm Water Drainage Easement Agreement (“Agreement”) is made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Ruben Gonzalez** and **Jennifer Lein**, both unmarried, residing at 1501 5 Mile Road Racine, Wisconsin 53402, referred to in this Agreement as “Owner”, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the “Grantees”.

**RECITALS**

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Warranty Deed recorded at the Racine County Register of Deeds as Document Number 2588630 and attached hereto as Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the “Property”.

B. As a part of the approval by the Grantees of the improvement of the Property, the Owner is constructing, at their own cost and expense, a storm water pond, that will serve as a part of the storm water drainage facilities on the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water pond is referred to in this Agreement as the “Retention Pond”. The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner’s responsibility to maintain the Retention Pond and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the “Pond Easement Area”. The location of the Pond Easement Area with respect to the Property is as shown and described in Exhibit B.

D. The Grantees have requested that the Owner grant a permanent easement over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the “Access Easement”, as may be necessary for the Grantees to exercise their rights under this Agreement. The location of the Access Easement with respect to the Property is as shown and described in Exhibit B.

E. As used in this Agreement, the term “Drainage Facilities” shall mean the Retention Pond, Access Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Pond Easement Area and/or other areas of the Property from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

## AGREEMENT

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

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

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

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

4. Indemnification. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence, construction, use, operation,



cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities and/or the Pond Easement Area, and/or (ii) any property damage and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

5. Insurance. Owner shall, at Owner's own cost and expense, and prior to the construction of the Retention Pond, and any other Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-licensed insurance carrier, that (i) has coverage and policy limits satisfactory to the Grantees, and (ii) has the Grantees named as additional insureds. Such insurance shall be kept and maintained by the Owner throughout the entire term of this Agreement.

6. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, a permanent easement and right-of-way over the Property, to and from Seven Mile Road and the Pond Easement Area, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Pond Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Pond Easement Area and the Drainage Facilities.

7. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Pond Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Pond Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area, or (ii) ingress and egress to the Pond Easement Area and Seven Mile Road.
- (b) Remove any fences, structures or improvements located within the Pond Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area, or (ii) maintain ingress and egress to the Pond Easement Area and Seven Mile Road.

8. Further Owner Requirements.

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

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

(c) Owner shall perform the other drainage work in the manner described in attached Exhibit B.

(d) Owner shall comply with (i) the provisions and requirements of the Storm Water Management Plan for the Property, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped April 12, 2022 and the Plat of Survey for Parcel #2 of CSM

#2893, prepared by J.K.R. Surveying, INC, dated June 27, 2022 as may be approved and/or amended from time to time by the Grantees.

9. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area or (ii) ingress and egress to the Pond Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

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

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

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

13. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**OWNER:**

BY: \_\_\_\_\_  
**Ruben Gonzalez**

BY: \_\_\_\_\_  
**Jennifer Lein**

STATE OF WISCONSIN     )  
                                  ) SS  
COUNTY OF RACINE     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022, the above-named **Ruben Gonzalez** and **Jennifer Lein**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_

**VILLAGE OF CALEDONIA**

BY: \_\_\_\_\_  
**James R. Dobbs, President**

ATTEST: \_\_\_\_\_  
**Joslyn Hoeffert, Clerk**

STATE OF WISCONSIN     )  
                                  ) SS  
COUNTY OF RACINE     )

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

\_\_\_\_\_  
Notary Public, Racine County, WI

My Commission expires: \_\_\_\_\_

**VILLAGE OF CALEDONIA UTILITY DISTRICT**

BY: \_\_\_\_\_  
**Howard Stacey, President**

ATTEST: \_\_\_\_\_  
**Michael Pirk, Secretary**

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF RACINE     )

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

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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

EXHIBIT A

Document # 2588630  
RACINE COUNTY REGISTER OF DEEDS  
April 16, 2021 3:24 PM

*Karie Pope*

KARIE POPE  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Transfer Fee: \$273.00

\*\*The above recording information verifies  
this document has been electronically recorded\*\*  
Returned to Landmark Title of Racine  
Pages: 1

State Bar of Wisconsin Form 1-2003  
WARRANTY DEED

Document Number

Document Name

**THIS DEED**, made between Carol J. Prochaska, Robert Prochaska and Gary Prochaska, each as to an undivided 1/3rd interest as tenants in common  
\_\_\_\_\_  
("Grantor," whether one or more),  
and Ruben Gonzalez and Jennifer Lein, both unmarried  
\_\_\_\_\_  
("Grantee," whether one or more).

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Recording Area

Name and Return Address

Gonzalez & Lein  
1501 5 Mile Road  
Racine, WI 53402

104-04-22-11-012-020

Parcel Identification Number (PIN)

This is not homestead property.  
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

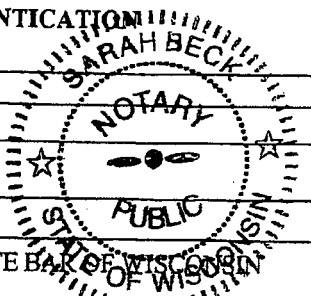
Together with all appurtenant rights, title and interests.

Dated April 16, 2021

*Carol J. Prochaska* (SEAL) *Robert Prochaska* (SEAL)  
\*Carol J. Prochaska \*Robert Prochaska

*Gary Prochaska* (SEAL) \_\_\_\_\_ (SEAL)  
\* Gary Prochaska \*

AUTHENTICATION



Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\*  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF Wisconsin )  
Racine ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me on April 16, 2021,  
the above-named Carol J. Prochaska, Robert Prochaska, and Gary Prochaska  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

*Sarah Beck*  
\* *Sarah Beck*  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 06 29 21)

THIS INSTRUMENT DRAFTED BY:

Landmark Title of Racine, Inc. on behalf of Carol J. Prochaska, Robert Prochaska and Gary Prochaska

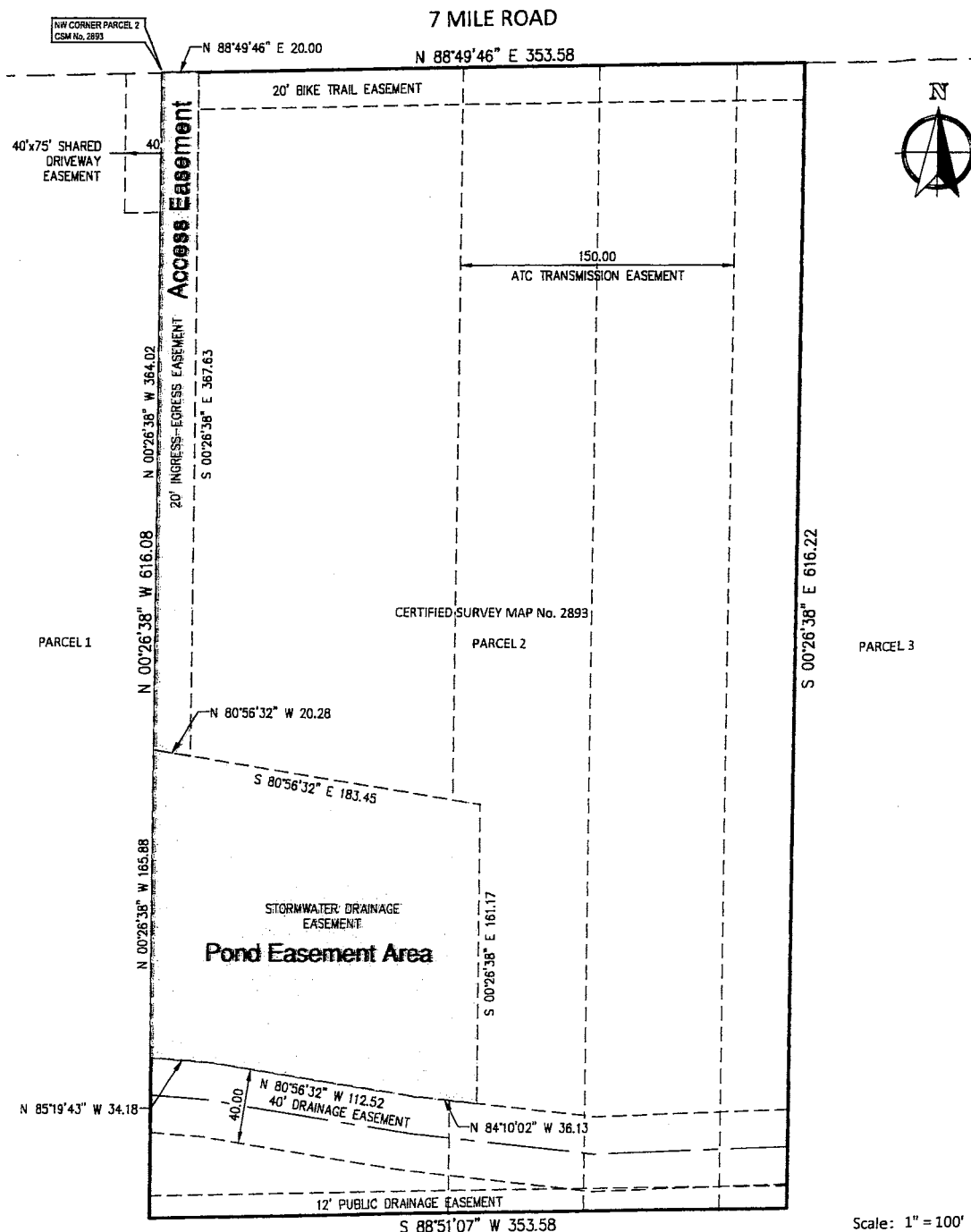
EXHIBIT B

**20' WIDE ACCESS EASEMENT:**

That part of Parcel 2 of Certified Survey Map No. 2893 (CSM 2893), recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 28, 2008 in Volume 9 of Certified Survey maps, Page 310, as Document No. 2161667 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 22 East described as follows: Begin at the Northwest corner of Parcel 2 of said CSM 2893 and a point on the South line of 7 Mile Road; run thence N88°49'46"E 20.00 feet along the North line of said Parcel 2 and the South line of said 7 Mile Road; thence S00°26'38"E 367.63 feet parallel to the West line of said Parcel 2; thence N80°56'32"W 20.28 feet to a point on the West line of said Parcel 2; thence N00°26'38"W 364.02 feet along said West line to the Northwest corner of said Parcel 2, the South line of said 7 Mile Road and the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin. Containing 7,317 s.f.

**STORM WATER DRAINAGE EASEMENT:**

That part of Parcel 2 of Certified Survey Map No. 2893 (CSM 2893), recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 28, 2008 in Volume 9 of Certified Survey maps, Page 310, as Document No. 2161667 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 22 East described as follows: Commence at the Northwest corner of Parcel 2 of said CSM 2893 and a point on the South line of 7 Mile Road; thence S00°26'38"E 364.02 feet along the West line of said Parcel 2 to the point of beginning of this description; run thence S80°56'32"E 183.45 feet; thence S00°26'38"E 161.17 feet parallel to the West line of said Parcel 2 to the North line of an existing 40' Drainage Easement; thence N84°10'02"W 36.13 feet along said North line; thence N80°56'32"W 112.52 feet along said North line; thence N85°19'43"W 34.18 feet along said North line to a point on the West line of said Parcel 2; thence N00°26'38"W 165.88 feet along said West line to the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin. Containing 29,543 s.f.



2:00:17 PM

3:59, May 12, 2022



Nielsen Madsen + Barber  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd, Suite 200, Racine, WI. 53406

Scale: 1" = 100'  
 Drawn By: SCB  
 DATE: 5-12-2022  
 2021.0301.01

Storm Water Drainage and Access Easement Exhibit  
 Ruben Gonzalez and Jennifer Lein

STORM WATER DRAINAGE EASEMENT:

That part of Parcel 2 of Certified Survey Map No. 2893 (CSM 2893), recorded in the office of the Register of Deeds for Racine County, Wisconsin on January 28, 2008 in Volume 9 of Certified Survey maps, Page 310, as Document No. 2161667 and being part of the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 4 North, Range 22 East described as follows: Commence at the Northwest corner of Parcel 2 of said CSM 2893 and a point on the South line of 7 Mile Road; thence  $S00^{\circ}26'38''E$  364.02 feet along the West line of said Parcel 2 to the point of beginning of this description; run thence  $S80^{\circ}56'32''E$  183.45 feet; thence  $S00^{\circ}26'38''E$  161.17 feet parallel to the West line of said Parcel 2 to the North line of an existing 40' Drainage Easement; thence  $N84^{\circ}10'02''W$  36.13 feet along said North line; thence  $N80^{\circ}56'32''W$  112.52 feet along said North line; thence  $N85^{\circ}19'43''W$  34.18 feet along said North line to a point on the West line of said Parcel 2; thence  $N00^{\circ}26'38''W$  165.88 feet along said West line to the point of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin. Containing 29,543 s.f.

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**RESOLUTION NO. 2022-100  
(09-19-2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD  
A CONTRACT FOR THE STH 32 STREAM RESTORATION PROJECT**

**WHEREAS**, the Caledonia Utility District has designed the STH 32 Stream Restoration Project to improve the drainage channel near 6309 Douglas Avenue in the Village of Caledonia.

**WHEREAS**, The Project was specifically designed to provide additional conveyance capacity in the drainage channel (up to the 100-year rain event) due to the Department of Transportation upsizing the culvert crossing on Douglas Avenue and multiple reports of flooding on the nearby land in heavy rain events.

**WHEREAS**, the Caledonia Utility District has directed that Plans & Specifications be prepared for the STH 32 Stream Restoration Project.

**WHEREAS**, the Caledonia Utility District has advertised to receive sealed bids for the STH 32 Stream Restoration Project and 3 sealed bids were received on September 1, 2022.

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

**WHEREAS**, the lowest responsible bidder for the project bid was A.W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406, in the amount of \$279,831.00.

**WHEREAS**, The Public Services Director and the Caledonia Utility District's consulting engineer, Foth Infrastructure & Environment LLC., recommended awarding of the contract for the STH 32 Stream Restoration Project to the lowest responsible bidder A.W. Oakes & Son, Inc. in the amount of \$279,831.00.

**NOW, THEREFORE, BE IT RESOLVED** that the contract for the Project be, and hereby is, awarded to the lowest responsible bidder, A.W. Oakes & Son, Inc. in the amount of \$279,831.00 and that the Public Services Director, Village President, and Village Clerk are authorized to execute any documents necessary to carry out the intent of this Resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 19<sup>th</sup> day of September 2022.

**VILLAGE OF CALEDONIA**


By: \_\_\_\_\_  
James R. Dobbs, Village President

Attest: \_\_\_\_\_  
Joslyn M. Hoeffert, Village Clerk

## MEMORANDUM

**DATE:** Thursday, September 1, 2022

**TO:** Caledonia Utility District

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

**RE:** STH 32 Stream Restoration - Contract Award

### BACKGROUND INFORMATION

The STH 32 Stream Restoration Project has been designed, reviewed, and publicly advertised as required. The bid opening for the project was held on September 1. The Caledonia Utility District approved prequalification statements from 4 contractors for the project and received 3 bids on the project. The low bid was from A.W. Oakes & Son Inc. in the amount of \$279,831.00. This bid is \$12,169 or 4.3% below the engineers estimate of \$292,000.

Foth Infrastructure & Environment LLC and Caledonia Utility District staff have reviewed the bids and have provided a recommendation for award to A.W. Oakes & Son Inc.

### RECOMMENDATION

**Move to authorize the Caledonia Utility District to issue the Notice of Award to A.W. Oakes & Son Inc for the STH 32 Stream Restoration Project in the amount of \$279,831.00.**

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

Caledonia Utility District  
 STH 32 Stream Restoration  
 Bid Summary  
 September 1, 2022  
 10:00 AM

Company Name	Bid Bond	Subcontractor Listing	Substitutes and Or Equal	Bid Total	Apparent Low Bidder
Willkomm Excavating	✓	✓		\$ 325085.55	
CW Purpero Inc.	✓	✓		\$ 286667.00	
AW Oakes & Son Inc	✓	✓		\$ 279831.00	✓
Engineers Estimate				\$ 292,000.00	





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

September 1, 2022

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

RE: STH 32 Stream Restoration

Dear Tony: We have reviewed the bids received on September 1, 2022, for the above referenced project. A summary of the bid is as follows:

Bidder	Total Bid Amount
A.W. Oakes & Son, Inc.	\$279,831.00
C.W. Purpero, Inc	\$286,667.00
Willkomm Excavating	\$325,085.55

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

We recommend awarding the project to A.W. Oakes & Son, Inc. for the total bid amount of \$279,831.00. Their bid is complete and contains all required documentation. The engineer's estimate for the project was \$292,000.

Please contact me if you have any questions.

Sincerely,

Andrew Schultz, PE

Project Manager

cc: Bob Lui – Caledonia Utility District

Enclosure: Bid Results Worksheet

STH 32 Stream Restoration (#8281127)  
 Owner: Caledonia Storm Water Utility District  
 Solicitor: Foth - Milwaukee  
 09/01/2022 10:00 AM CDT

Se Line Item	Item Code	Item Description	UoFM	Quantity	Engineer Estimate		A.W. Oakes & Son, Inc.		C.W. Purpero, Inc		Willkomm Excavating		
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
Base Bid						\$0.00		\$279,831.00		\$286,667.00		\$325,085.55	
1	1	Mobilization	LS	1				\$14,000.00	\$14,000.00	\$1,000.00	\$1,000.00	\$18,800.00	\$18,800.00
2	2	Clearing and Grubbing	LS	1				\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$5,700.00	\$5,700.00
3	3	Tree Removal	ID	1910				\$18.00	\$34,380.00	\$17.40	\$33,234.00	\$20.00	\$38,200.00
4	4	Traffic Control	LS	1				\$2,700.00	\$2,700.00	\$2,500.00	\$2,500.00	\$2,130.00	\$2,130.00
5	5	Silt Fence or Geotextile Sediment Logs	LF	2504				\$2.60	\$6,510.40	\$3.25	\$8,138.00	\$2.65	\$6,635.60
6	6	Stone Tracking Pad	EA	1				\$3,700.00	\$3,700.00	\$6,000.00	\$6,000.00	\$2,755.00	\$2,755.00
7	7	Topsoil	CY	830				\$23.00	\$19,090.00	\$14.00	\$11,620.00	\$18.30	\$15,189.00
8	8	Temporary 36" Culvert	LF	47				\$490.00	\$23,030.00	\$250.00	\$11,750.00	\$650.00	\$30,550.00
9	9	Channel Cleanup	LS	1				\$16,000.00	\$16,000.00	\$8,000.00	\$8,000.00	\$9,830.00	\$9,830.00
10	10	Salvage farm implement	EA	1				\$400.00	\$400.00	\$600.00	\$600.00	\$500.00	\$500.00
11	11	Common Excavation	CY	1821				\$30.00	\$54,630.00	\$32.00	\$58,272.00	\$42.00	\$76,482.00
12	12	Repair Drain Tile	LF	80				\$15.00	\$1,200.00	\$30.00	\$2,400.00	\$29.15	\$2,332.00
13	13	Ford Crossing Installation	LS	1				\$30,000.00	\$30,000.00	\$26,000.00	\$26,000.00	\$25,080.00	\$25,080.00
14	14	Heavy Riprap	CY	90				\$110.00	\$9,900.00	\$143.00	\$12,870.00	\$190.00	\$17,100.00
15	15	3/4" Dense Graded Base	TON	40				\$40.00	\$1,600.00	\$44.00	\$1,760.00	\$22.65	\$906.00
16	16	Topsoil, Seed, Fertilizer, and Erosion Mat	SY	9256				\$2.60	\$24,065.60	\$6.75	\$62,478.00	\$6.70	\$62,015.20
17	17	Topsoil, Seed, Fertilizer, and Instaturf Matting	SY	355				\$75.00	\$26,625.00	\$79.00	\$28,045.00	\$30.65	\$10,880.75
Base Bid Total:						\$0.00		\$279,831.00		\$286,667.00		\$325,085.55	

ENGINEER'S ESTIMATE  
8/31/2022

Bid Item	Description	Unit	Estimated Quantity	Estimated Unit Price	Estimated Total Cost
1	Mobilization/Demobilization	LS	1	\$ 10,000.00	\$ 10,000.00
2	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00
3	Tree Removal	ID	1,910	\$ 35.00	\$ 66,850.00
4	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
5	Silt Fence or Geotextile Sediment Logs	LF	2,504	\$ 3.00	\$ 7,512.00
6	Stone Tracking Pad	EA	1	\$ 700.00	\$ 700.00
7	Topsoil	CY	830	\$ 35.00	\$ 29,050.00
8	Temporary 36" Culvert	LF	47	\$ 70.00	\$ 3,290.00
9	Channel Cleanup	LS	1	\$ 10,000.00	\$ 10,000.00
10	Salvage farm implement	EA	1	\$ 1,000.00	\$ 1,000.00
11	Common Excavation	CY	1,821	\$ 15.00	\$ 27,315.00
12	Repair Drain Tile	LF	80	\$ 10.00	\$ 800.00
13	Ford Crossing Installation	LS	1	\$ 30,000.00	\$ 30,000.00
14	Heavy Riprap	CY	90	\$ 75.00	\$ 6,750.00
15	3/4" Dense Graded Base	TON	40	\$ 20.00	\$ 800.00
16	Topsoil, Seed, Fertilizer, and Erosion Mat	SY	9,256	\$ 8.00	\$ 74,048.00
17	Topsoil, Seed, Fertilizer, and Instaturf Matting	SY	355	\$ 16.00	\$ 5,680.00

TOTAL BID PRICE

\$292,000.00

**RESOLUTION 2022-101**  
**(9/19/2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA**  
**ACCEPTING IMPROVEMENTS IN PRAIRIE PATHWAYS PHASE IV**

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

RECITALS

1. The Village and The Newport Group LTD (the "Developer") entered into a Development Agreement pertaining to the development of an additional 19 lots in Prairie Pathways (the "Development") with respect to the land described therein and certain public improvements, including the Storm Water Utilities and the Subdivision System, which includes the sanitary sewerage system and the watermain system.

2. The work for the Project has been completed and has been inspected for compliance with the approved plans and specifications and is recommended by the Village's Public Services Director that the work for the improvements for the subdivision be accepted by the Village Board subject to the following conditions:

- a. Village Board acceptance and approval.
- b. Final Review of the Lot Grading Asbuilts

**NOW THEREFORE BE IT RESOLVED THAT**, the certain public improvements, including the Storm Water Utilities and the Subdivision System are hereby accepted by the Village Board subject to the conditions recommended by the Village's Public Services Director as set forth above.

Adopted by the Village Board of the Village of Caledonia this \_\_\_\_\_ day of September 2022.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs, President

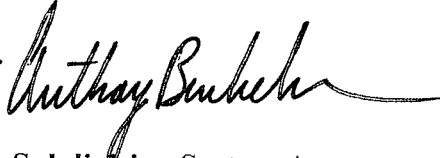
Attest: \_\_\_\_\_  
Joslyn Hoeffert, Clerk

## MEMORANDUM

**DATE:** Thursday, September 1, 2022

**TO:** Caledonia Utility District

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



**RE:** Prairie Pathways Phase IV – Subdivision System Acceptance

### BACKGROUND INFORMATION

The Village, Utility District, and The Newport Group, LTD have entered into a Development Agreement for the residential subdivision of Prairie Pathways Phase IV. Prairie Pathways Phase IV requires public improvements such as the subdivision system to be made. The subdivision system includes the sanitary sewer system, watermain, and storm water utilities.

The work for Prairie Pathways Phase IV, including the subdivision system has been completed and has been inspected for compliance with the approved plans and specifications. Asbuilt plans are being prepared and will be reviewed when received.

It is hereby recommended that the subdivision system of Prairie Pathways Phase IV be accepted by the Utility District.

### RECOMMENDATION

**Move to accept the Subdivision System for Prairie Pathways Phase IV subject to a satisfactory review of the Asbuilts.**



**RESOLUTION NO. 2022-102**

**RESOLUTION AUTHORIZING THE PAYMENT FOR KURT WENTORF**

**WHEREAS**, the Village of Caledonia is now self-insured under CVMIC for all property and liability claims;

**WHEREAS**, on August 9, 2022 Kurt Wentorf heard a pressure type explosion at his home, 3831 Five Mile Road, Racine, WI 53402;

**WHEREAS**, Kurt Wentorf's relief valve on his water heater sustained some damage caused by either the Caledonia Fire Department or Utility District and required a Plumber for repairs and all applicable invoices with dollar amounts from Success Plumbing, Inc., is attached hereto as **Exhibit A**;

**WHEREAS**, the Village of Caledonia will pay Kurt Wentorf a total of \$185.27 for the damages sustained once Kurt Wentorf executes a release in exchange for the settlement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board the payment to Kurt Wentorf will occur after he executes a release in exchange for the settlement.

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



# Citizen Claim and Damage Form

## NOTICE OF CLAIM

Name: KURT WENTORF  
 Address: 3831 FIVE MILE RD  
RACINE WI 53402  
 Phone: 262-498-0908

Incident/Accident Information  
 Date: 8-9-22  
 Time: AM  
 Place: 3831 FIVE MILE RD  
53402

## CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

luckly while I was home I heard a pressure  
~~like explosion. The dog and I were startled~~  
~~and went out back to look for the cause!~~  
~~ON ATTACHED SHEET~~  
I then went to the basement and found the

Signed: Kurt Wentorf Date: 8-9-22

\*\*\*\*\*

## CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the Village at any time consistent with the applicable statute of limitations. However, in order for the Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the Village of arising out of the circumstances described above in the amount of \$ 185.27.

To process this claim it is necessary to detail all damages being sought.

Signed: Kurt Wentorf  
 Address: 3831 FIVE MILE RD  
RACINE WI 53402

Date: 8-9-22

Dear Sirs,

08-09-2022

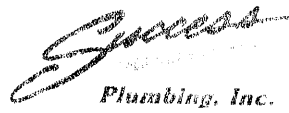
Luckily while I was home, I heard a pressure type explosion that startled me and the dog. I went outside to find the source and after I circled the house looking at the roof and foundation I went to the basement and found the problem. The Water heater pressure relief valve was blown completely off! Water was spraying horizontally across the entire laundry room. I quickly shut off the water and gas supply and started the clean up process. I did not look at the clock but it was mid to late morning if I recall correctly. Our laundry room does have a floor drain but the room was filled with off season clothing and supplies. The stream of water looked like an industrial sprinkler head leaving no area untouched. The clean up started immediately and lasted a couple of days. My wife hung out and ran the washer/ drier as I carried the wet rugs etc. up the carpeted stairs and manned the Shop Vac. I called Success Plumbing and left a message with the answering service. Then I drove over to Success to try and contact them directly, I noticed the Fire Dept was training or hose testing as I drove by.

I remembered that I noticed that CFD station 2 was hose testing or pump testing as I was coming home that morning because I had to turn my windshield wipers on momentarily. As I drove to my 95-year-old mothers' home after I had my situation stabilized, I saw G&F Excavating repairing the watermain break in the block west of my home. I stopped and talked to Bob Lui and explained to him what happened to me. I also stopped by the fire station and told them what had happened, and drove up to Station 1 and showed Chief Henningfield my relief valve. Noel Kickland 4015 5 Mile Rd my neighbor had his relief valve open also, his had closed after the shock and only left water on his basement floor. My neighbor Jim Minnie 3820 5 Mile Rd also had water supply problems and had to have Caledonia Water Dept. check/replace his meter. He had to call an independent plumber to resolve his problem.

As a 30-year career firefighter working for both Racine and Caledonia Fire Departments I understand about hydraulics and water hammer. With the problems that 3 out of the 3 neighbors that I spoke with and a less than 25-year-old water main rupture, I can only surmise that the Fire Department or Water Department had caused this problem. I am only asking for reimbursement of my \$185.27 plumbing bill. A copy of the bill is enclosed, and we did not call Service Master to add to your expenses.

Thank You,

Kurt "Curly" Wentorf



JOB WORK ORDER

No 34541

MP 223932  
 5735 Douglas Ave. Racine, WI 53402  
 Tel. (262) 681-0466 Fax (262) 681-0445

DATE OF ORDER: 8-9-22

ONE FROM AN ORDER TO	PHONE	DATE	ORDER	DATE ORDER
	262 498 0908			/ /
DEL TO	Curt Wentorf			ORDER TAKEN BY
ADDRESS	3831 Five Mile Rd			<input type="checkbox"/> DAY WORK
CITY	Racine, WI 53402			<input type="checkbox"/> CONTRACT
JOB NAME AND LOCATION				<input type="checkbox"/> EXTRA
				JOB PHONE

DESCRIPTION OF WORK

Replace 3/4 Relief Valve on  
 Water Heater

TOTAL MATERIALS	21	4
TOTAL LABOR	155	0
TAX	8	8
TOTAL AMOUNT	\$ 185	2

A service charge of 1 1/2% per month (18% annual rate) will be added for all amounts 30 or more days past due.

DATE COMPLETED: / / WORK ORDERED BY: \_\_\_\_\_

Signature \_\_\_\_\_

No one home  Total amount due for above work, or  Total billing to be mailed at completion of work

I hereby acknowledge the satisfactory completion of the above described work.

**RESOLUTION NO. 2022-103**

**RESOLUTION OF THANKS AND GRATITUDE TO CURT WITYNSKI AND GAIL SUMI OF THE LEAGUE OF WISCONSIN MUNICIPALITIES**

**WHEREAS**, since 1987, Curt Witynski has been providing leadership, guidance, and advocacy to benefit the cities and villages of Wisconsin; and

**WHEREAS**, since 2011, Gail Sumi has given voice to, and enlightened and informed Wisconsin's local leaders through her direction and coordination of the League of Wisconsin Municipalities' multiple channels of communication, including editing and production of *The Municipality*; and

**WHEREAS**, Mr. Witynski and Ms. Sumi have been thought leaders and trusted advisors for local officials, both elected and appointed; and

**WHEREAS**, Curt Witynski and Gail Sumi have contributed in countless ways to the prosperity and success of local government in Wisconsin; and

**WHEREAS**, in addition to their tireless efforts on behalf of municipal government, Curt Witynski and Gail Sumi have been role models for thousands of local leaders; and

**WHEREAS**, Mr. Witynski and Ms. Sumi will be retiring from daily service to local government at the end of calendar year 2022,

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village Of Caledonia expresses its profound gratitude to Curt Witynski and Gail Sumi for their service; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Village Board of Village of Caledonia congratulates them both on their careers of leadership and wishes them well in future endeavors.

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

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
James R. Dobbs, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

**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. **(Plan Commission: 8/29/22 – motion carried, 7/0)**
  - 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 **(Plan Commission: 8/29/22 – motion carried, 7/0)**
  - 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 **(Plan Commission: 8/29/22 – motion carried, 7/0)**
  - 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 **(Village Board only)**
  - 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 **(Plan Commission: 8/29/22 – motion carried, 7/0)**
  - 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 **(Plan Commission: 8/29/22 – motion carried, 7/0)**
  - 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. *(Plan Commission: 8/29/22 – motion carried, 7/0)*

- 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 *(Plan Commission: 8/29/22 – motion carried, 7/0)*
- I. **Resolution 2022-90** – Resolution Authorizing The Village Of Caledonia To Execute A Public Road Reservation Agreement With Mark & Carole Decheck *(Village Board only)*
- 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 *(Plan Commission: 8/29/22 – motion carried, 7/0)*
- K. **Resolution 2022-92** – Resolution Authorizing The Village Of Caledonia To Enter Into A Managed Services Contract With Ontech Systems For Information Technology Services *(Finance Committee: 8/29/22 – motion TBA)*
- 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 *(Plan Commission: 8/29/22 – motion carried, 7/0)*
- 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 *(Plan Commission: 8/29/22 – motion carried, 7/0)*
9. **New Business**  
A. Committee and Commissions
10. **Report from Village Administrator**
11. **Adjournment**

**Structure: Committee/Commission, Date, Motion Carried, #'s for approval**

- **Forwarded by one Committee/Commission**
  - *(EX: Plan Commission: 8/29/22 – motion carried, 7/0.)*
- **Forwarded by multiple Committees/Commissions**
  - *(EX: Legislative & Licensing Committee 8/22/22 – motion carried, 3/1; Plan Commission: 8/29/22 – motion carried, 7/0.)*
- **Forwarded by Committees/Commissions on same date as Village Board meeting**
  - *(EX: Finance Committee 8/29/22 – motion carried, TBA.)*
- **No Committee/Commission referrals**
  - *(EX: Village Board only)*