

**VILLAGE BOARD MEETING AGENDA**  
**Monday, November 21, 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 – November 7, 2022
6. **Public Hearings**
  - A. Hearing on Village Of Caledonia Proposed 2023 Budget
7. **Citizens Reports (citizen comments are in-person only)**
8. **Committee Reports**
  - A. Finance
    1. Approval of A/P checks
9. **Ordinances and Resolutions**
  - A. **Resolution 2022-114** – Resolution Authorizing An Agreement With Caledonia Highway Department Local 704 For 2023 (*Village Board Only*).
  - B. **Resolution 2022-115** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Development Agreement With Donald I & Jane E Christensen For The Extension Of Buckley Road (*Village Board Only*).
  - C. **Resolution 2022-116** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Development Agreement With David Newell & Tracie Brisko-Newell For The Extension Of West Johnson Avenue (*Village Board Only*).
  - D. **Resolution 2022-117** – Resolution Of The Village Board Of The Village Of Caledonia Denying A Certified Survey Map - Michael Leiber, Applicant; Edward Phillip, Owner – NE ¼ Of Section 22, T4N, R22E, Village Of Caledonia, Racine County, WI - Parcel # 104-04-22-22-001-000 (*Planning Commission: 10/31/2022 – motion denied, 7/0*).
  - E. **Resolution 2022-118** – Resolution Approving And Authorizing The Adoption Of The 2023 Budget For The Village Of Caledonia, Authorizing, Fees, Capital Projects, And Setting Various Tax Levies (*Village Board Only*).
  - F. **Resolution 2022-119** – Resolution Of The Village Board Of The Village Of Caledonia To Approve The First Amendment To The Guaranteed Maximum Price Amendment To The Construction Manager At Risk Contract Between The Village Of Caledonia, Wisconsin And Riley Construction Company, Inc. And To Award The Subcontracts For The Public Safety Building And To Award A Direct Contract With Reliable Door & Dock For The Public Safety Building (*Village Board Only*).
10. **New Business**
  - A. Policy Update
11. **Report from Village Administrator**
12. **Adjournment**

**Village Board Meeting  
November 7, 2022**

**1 - Order**

Trustee Wishau called the Village Board meeting to order at 6:01 p.m. at the Caledonia Village Hall.

**2 - Pledge of Allegiance**

**3 - Roll Call**

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

Absent: President Dobbs and Trustee Folk were excused.

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

**4 – Communications and Announcements**

**5 – Approval of Minutes**

Special Board – October 19, 2022, & November 1, 2022  
Village Board –October 17, 2022

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

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

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

**6 – Citizens Reports**

**7 – Committee Report**

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

Village – \$ 1,122,892.88

Motion by Trustee Weatherston to approve the A/P checks as presented for \$ 1,122,892.88. Seconded by Trustee Martin. Motion carried unanimously.

## **8 – Ordinances and Resolutions**

### **8A – Resolution 2022-110 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Clifton Larson Allen LLP For 2022 Audit Services (Finance Committee: 11/07/2022 – motion TBD).**

Motion by Trustee Weatherston to approve Resolution 2022-110 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Clifton Larson Allen LLP For 2022 Audit Services (Finance Committee: 11/07/2022 – motion TBD). Seconded by Trustee Martin. Motion carried unanimously.

### **8B – Resolution 2022-111 – Resolution Authorizing An Agreement With The Caledonia Professional Policemen’s Association Local No. 403, For 2021-2022**

Motion by Trustee Stillman to approve Resolution 2022-111 – Resolution Authorizing An Agreement With The Caledonia Professional Policemen’s Association Local No. 403, For 2021-2022. Seconded by Trustee Weatherston. Motion carried unanimously.

### **8C – Resolution 2022-112 – Resolution Of The Village Board Of The Village Of Caledonia Approving The Final Plat For Bluffside – NE ¼ And SE ¼ Of The NW ¼ Of Section 25, T4N, R22E, Village Of Caledonia, Racine County, Wisconsin: Bluffside Estates, LLC Owner; Nancy Washburn, Agent Parcel #104-04-22-25-029-000 & 104-04-22-25-027-040 (Planning Commission: 10/31/2022 – motion carried, 7/0).**

Motion by Trustee Weatherston to approve Resolution 2022-112 – Resolution Of The Village Board Of The Village Of Caledonia Approving The Final Plat For Bluffside – NE ¼ And SE ¼ Of The NW ¼ Of Section 25, T4N, R22E, Village Of Caledonia, Racine County, Wisconsin: Bluffside Estates, LLC Owner; Nancy Washburn, Agent Parcel #104-04-22-25-029-000 & 104-04-22-25-027-040 (Planning Commission: 10/31/2022 – motion carried, 7/0). Seconded by Trustee Stillman. Motion carried unanimously.

### **8D – Resolution 2022-113 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Payment To Bruce Maple For Claim (Finance Committee: 11/07/2022 – motion TBD).**

Motion by Trustee Stillman to approve Resolution 2022-113 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Payment To Bruce Maple For Claim (Finance Committee: 11/07/2022 – motion TBD). Seconded by Trustee McManus. Motion carried unanimously.

## **9 – New Business**

### **9A – Approval of Side Letter of Agreement Between Village of Caledonia and the Caledonia Professional Policemen’s Association, Local 403 (Personnel Committee: 11/07/2022 – motion TBD)**

Motion by Trustee Weatherston to approve the Side Letter of Agreement Between Village of Caledonia and the Caledonia Professional Policemen’s Association, Local 403. Seconded by Trustee Stillman. Motion carried unanimously.

**9B – Revisions to Personnel Policies (Personnel Committee: 11/07/2022 – motion TBD)**

Motion by Trustee Weatherston to approve the revisions to the personnel policies. Seconded by Trustee Stillman. 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 Stillman. Motion carried unanimously.

Meeting adjourned at 6:13 p.m.

Respectfully submitted,  
Joslyn Hoeffert, Village Clerk

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>3 RIVERS BILLING, INC.</b>							
General Fund	3	3 RIVERS BILLING, INC.	6089	11/04/2022 OCTOBER 2022 EMS	11/04/2022	5,844.24	100-35-61000 Professional Services
Total 3 RIVERS BILLING, INC.:						5,844.24	
<b>ACH - JAMES IMAGING</b>							
General Fund	897	ACH - JAMES IMAGING	32684049	VILLAGE COPIER SYSTEM	10/24/2022	1,380.73	100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:						1,380.73	
<b>ACH - QUADIENT FINANCE USA INC</b>							
General Fund	3898	ACH - QUADIENT FINANCE USA	OCTOBER 202	OCT-22; POSTAGE	11/14/2022	1,500.00	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:						1,500.00	
<b>ACH - SUPERFLEET</b>							
Water Utility Fund	1730	ACH - SUPERFLEET	EJ974 10/20/2	OCT-22; FUEL FOR DISTRICT V	10/20/2022	857.81	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	EJ974 10/20/2	OCT-22; FUEL FOR DISTRICT V	10/20/2022	857.80	501-00-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ994 101820	FUEL FOR CFD VEHICLES	10/31/2022	1,222.74	100-35-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ994 101820	FUEL FOR HWY VEHICLES	10/31/2022	132.65	100-41-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						3,071.00	
<b>ACH - TOSHIBA FINANCIAL SERVICES</b>							
General Fund	1998	ACH - TOSHIBA FINANCIAL SER	32684048	AUG-SEP 2022; COPIER FOR C	10/24/2022	278.22	100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:						278.22	
<b>ACH - WE ENERGIES</b>							
Water Utility Fund	380	ACH - WE ENERGIES	10/31/2022	OCT-22; GAS & ELECTRIC	11/10/2022	595.55	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	10/31/2022	OCT-22; GAS & ELECTRIC	11/10/2022	12,609.41	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	10/31/2022	OCT-22; GAS & ELECTRIC	11/10/2022	190.11	502-00-64140 Utilities
Parks Fund	380	ACH - WE ENERGIES	4336657282	BILLING PERIOD 9/16/2022 - 10/	10/24/2022	18.97	221-00-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4336657282	BILLING PERIOD 9/16/2022 - 10/	10/24/2022	17.77	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	435731334	BILLING PERIOD 10/5/2022 - 11/	11/08/2022	1,008.12	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	435731334	BILLING PERIOD 10/5/2022 - 11/	11/08/2022	1,955.68	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	435731334	BILLING PERIOD 10/5/2022 - 11/	11/08/2022	403.46	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	435731334	BILLING PERIOD 10/5/2022 - 11/	11/08/2022	3,148.63	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	435731334	BILLING PERIOD 10/5/2022 - 11/	11/08/2022	1,065.53	100-90-64290 Street Lighting
Parks Fund	380	ACH - WE ENERGIES	435731334	BILLING PERIOD 10/5/2022 - 11/	11/08/2022	363.76	221-00-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4359869932	STREET LIGHTS 10/2/2022 TO 1	11/10/2022	9,866.94	100-90-64290 Street Lighting

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total ACH - WE ENERGIES:						31,243.93	
<b>ALCIVIA</b>							
General Fund	680	ALCIVIA	2946	DIESEL FUEL FOR CFD VEHICL	11/09/2022	86.82	100-35-63200 Fuel, Oil, Fluids
General Fund	680	ALCIVIA	2948	DIESEL FUEL FOR CFD VEHICL	11/09/2022	133.76	100-35-63200 Fuel, Oil, Fluids
General Fund	680	ALCIVIA	9103122	FINANCE CHARGE FOR DIESEL	11/09/2022	1.00	100-35-63200 Fuel, Oil, Fluids
Total ALCIVIA:						221.58	
<b>ASCENSION WI EMP SOLUTIONS</b>							
General Fund	9226	ASCENSION WI EMP SOLUTION	406501	DOT DRUG SCREENING	10/31/2022	201.00	100-41-51100 Testing/Physicals
Sewer Utility Fund	9226	ASCENSION WI EMP SOLUTION	406501	DOT DRUGSCREENING	10/31/2022	67.00	501-00-51100 Testing/Physicals
Water Utility Fund	9226	ASCENSION WI EMP SOLUTION	406501	DOT DRUGSCREENING	10/31/2022	67.00	500-00-51100 Testing/Physicals
Total ASCENSION WI EMP SOLUTIONS:						335.00	
<b>B.A.M. CONCRETE</b>							
Storm Water Utility Fund	9248	B.A.M. CONCRETE	11152022	INLET REPAIR - CONCRETE	11/15/2022	4,329.72	502-00-64240 Building Repairs & Maintenance
Total B.A.M. CONCRETE:						4,329.72	
<b>BELLE CITY FIRE &amp; SAFETY</b>							
General Fund	196	BELLE CITY FIRE & SAFETY	12461097	2 FIRE EXTINGUISHERS - HWY	10/28/2022	252.65	100-43-64240 Building Repairs & Maintenance
General Fund	196	BELLE CITY FIRE & SAFETY	58258	MISC. FIRST AID KIT SUPPLIES	11/09/2022	209.15	100-43-64070 Work Supplies
Total BELLE CITY FIRE & SAFETY:						461.80	
<b>BUILDING PERMIT REFUND VENDOR</b>							
General Fund	271	BUILDING PERMIT REFUND VE	22E316	11/07/2022 ELECTRIC PERMIT R	11/07/2022	215.90	100-00-44350 Electrical Permits
General Fund	271	BUILDING PERMIT REFUND VE	22PV096	11/04/2022 ASPHALT PAVING PE	11/04/2022	75.00	100-00-44311 Asphalt Permits
Total BUILDING PERMIT REFUND VENDOR:						290.90	
<b>BUY RIGHT, INC.</b>							
Parks Fund	273	BUY RIGHT, INC.	378460	OIL FOR PARKS TRUCK (OIL CH	10/07/2022	25.25	221-00-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						25.25	
<b>COMMAND CENTRAL</b>							
General Fund	387	COMMAND CENTRAL	31036	IMAGECAST HARDWARE MAIN	11/01/2022	2,870.00	100-12-62300 Equipment Rental & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total COMMAND CENTRAL:						2,870.00	
<b>COMPLETE OFFICE OF WISCONSIN</b>							
General Fund	392	COMPLETE OFFICE OF WISCO	42426	POST IT NOTES, SHARPIES	11/09/2022	7.42	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	42426	HARDWOUND PAPER TOWEL F	11/09/2022	125.96	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	43733	ROLL PAPER TOWEL	11/09/2022	37.54	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	45899	CREDIT FOR UNDELIVERED IT	11/09/2022	37.54	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:						133.38	
<b>CORE &amp; MAIN LP</b>							
Water Utility Fund	405	CORE & MAIN LP	R360505	WATERMAIN REPAIR PARTS	10/21/2022	1,033.92	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	405	CORE & MAIN LP	R582013	WATERMAIN REPAIR PART	10/21/2022	137.50	500-00-64240 Building Repairs & Maintenance
Total CORE & MAIN LP:						1,171.42	
<b>CRAIG D. CHILDS, PHD, SC</b>							
General Fund	414	CRAIG D. CHILDS, PHD, SC	3253	NEW HIRE EVAL MITCHELL	11/05/2022	510.00	100-30-51100 Testing/Physicals
Total CRAIG D. CHILDS, PHD, SC:						510.00	
<b>FGM ARCHITECTS</b>							
Capital Projects Fund	652	FGM ARCHITECTS	21-3278.01-13	CALEDONIA PUBLIC SAFETY FA	11/09/2022	13,756.00	400-75-65020 FGM Building Improvements
Total FGM ARCHITECTS:						13,756.00	
<b>FIRE SERVICE INC.</b>							
General Fund	3900	FIRE SERVICE INC.	WI-3259	OUTSIDE DOOR HANDLE FOR	10/27/2022	36.91	100-35-63300 Vehicle Repairs & Maintenance
General Fund	3900	FIRE SERVICE INC.	WI448021	CREDIT FOR WRONG HANDLE	10/27/2022	294.99	100-35-63300 Vehicle Repairs & Maintenance
General Fund	3900	FIRE SERVICE INC.	WI-45	LATCH FOR E32	10/27/2022	95.44	100-35-63300 Vehicle Repairs & Maintenance
Total FIRE SERVICE INC.:						162.64	
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>							
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	80516	RIVERBEND SAFETY SITE	10/28/2022	10,439.40	501-18725-000 CIP-Riverbend Safety Site
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	80517	CADDY VISTA IMPROVEMENTS	10/28/2022	258.06	501-18729-000 Caddy Vista Lift Stations
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	80518	TID 5 DOMINICAN LIFT STATION	10/28/2022	16,749.85	415-00-61000 Professional Services
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	80519	TID 5 CENTRAL LIFT STATION	11/14/2022	2,797.00	415-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	80520	HOODS CREEK BASIN	10/28/2022	37,522.09	501-18736-000 CIP-Hoods Creek Attenuation
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	80521	NORTH KREMER WATERMAIN	10/28/2022	1,333.00	500-18735-107 CIP - North Kremer Watermain
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	80522	TID 4 I94 WATER DEMAND STU	10/28/2022	15,437.38	414-00-61000 Professional Services
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	80523	WASHINGTON MEADOWS WAT	10/28/2022	2,648.10	500-18737-107 CIP - WASHINGTON MEADOWS

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	80524	GIS MAPPING	10/28/2022	1,207.23	500-00-62103 Mapping
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	80524	GIS MAPPING	10/28/2022	1,207.23	501-00-62103 Mapping
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	80525	GENERAL ENGINEERING	10/28/2022	1,558.50	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	80525	GENERAL ENGINEERING	10/28/2022	2,730.00	501-00-61340 Engineering Design Charges
General Fund	666	FOTH INFRASTRUCTURE & EN	80525	PRAIRIE PATHWAYS ASBUILT R	10/28/2022	115.00	100-23163-014 Prairie Pathways Deposit
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	80526	09/29/2022 - ADAMS ROAD WAT	10/28/2022	4,957.08	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	80527	ADAMS ROAD ELEVATED STOR	10/28/2022	5,286.00	414-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	80528	DEEPWOOD DRIVE	10/28/2022	4,870.00	100-23163-056 Korndoerfer - Deepwoods Drive
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						109,115.92	
<b>FRANKSVILLE AUTOMOTIVE LLC</b>							
Water Utility Fund	679	FRANKSVILLE AUTOMOTIVE LL	13944	TRUCK TIRES	11/10/2022	625.39	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	679	FRANKSVILLE AUTOMOTIVE LL	13944	TRUCK TIRES	11/10/2022	625.39	501-00-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						1,250.78	
<b>G &amp; F EXCAVATING</b>							
Water Utility Fund	687	G & F EXCAVATING	35584	WATERMAIN BREAK; 1502 SEP	10/28/2022	2,220.00	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	687	G & F EXCAVATING	35586	SEWER LATERAL REPAIR	10/31/2022	1,980.50	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35592	KENTWOOD / ERIE ST WATERB	11/07/2022	9,623.50	500-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:						13,824.00	
<b>GATEWAY TECHNICAL COLLEGE</b>							
General Fund	703	GATEWAY TECHNICAL COLLEG	27314	TINGWALD DAAT	06/30/2022	375.00	100-30-51300 Education/Training/Conferences
Total GATEWAY TECHNICAL COLLEGE:						375.00	
<b>HILLER FORD</b>							
General Fund	9211	HILLER FORD	493293	#216 OIL CHANGE	11/10/2022	59.17	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:						59.17	
<b>KORTENDICK HARDWARE</b>							
General Fund	1096	KORTENDICK HARDWARE	153977	AUGER TOILET	11/11/2022	11.69	100-43-64070 Work Supplies
Total KORTENDICK HARDWARE:						11.69	
<b>NASSCO, INC.</b>							
General Fund	1371	NASSCO, INC.	6227773	TORK PAPER TOWEL, JUMBO B	11/10/2022	260.60	100-43-64100 Janitorial Supplies



Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total NASSCO, INC.:						260.60	
<b>NETWORK SPECIALIST OF RACINE, INC.</b>							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	43289	DEC-22; REMOTE DATA BACKU	11/13/2022	125.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43289	DEC-22; REMOTE DATA BACKU	11/13/2022	125.00	501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:						250.00	
<b>NORTHERN LAKE SERVICE, INC</b>							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	428626	Q4-22; V.H. BAC"T" SAMPLE	10/31/2022	31.50	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	429198	TTHM & HALO QUARTERLY SA	11/10/2022	619.52	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						651.02	
<b>PAYNE &amp; DOLAN, INC.</b>							
General Fund	1474	PAYNE & DOLAN, INC.	1837108	TACK PREMIXED	11/08/2022	165.00	100-41-64090 Road Maintenance Materials
Water Utility Fund	1474	PAYNE & DOLAN, INC.	1838038	STONE FOR WATERMAIN BREA	11/03/2022	54.44	500-00-64240 Building Repairs & Maintenance
General Fund	1474	PAYNE & DOLAN, INC.	1839847	5 LT 9.5 MM HOT MIX	11/10/2022	895.97	100-41-64090 Road Maintenance Materials
Total PAYNE & DOLAN, INC.:						1,115.41	
<b>PBBS EQUIPMENT CORPORATION</b>							
General Fund	1465	PBBS EQUIPMENT CORPORATI	256160	BOILER AT STATION 11 OOS	11/09/2022	720.00	100-35-64240 Building Repairs & Maintenance
Total PBBS EQUIPMENT CORPORATION:						720.00	
<b>RACINE TIRE &amp; AUTO SERVICE</b>							
General Fund	1571	RACINE TIRE & AUTO SERVICE	298452	TIRE REPAIR - ENGINEERING	11/15/2022	14.00	100-43-63300 Vehicle Repairs & Maintenance
Total RACINE TIRE & AUTO SERVICE:						14.00	
<b>RACINE WATER &amp; WASTEWATER UTILITIES</b>							
Water Utility Fund	1574	RACINE WATER & WASTEWATE	WAINV-16430	JUL-SEP 2022; BAC"T" SAMPLE	11/01/2022	1,350.00	500-00-62560 Water Sampling and Testing
Total RACINE WATER & WASTEWATER UTILITIES:						1,350.00	
<b>RILEY CONSTRUCTION COMPANY, INC.</b>							
Capital Projects Fund	9241	RILEY CONSTRUCTION COMPA	PAY APP #3	GENERAL CONTRACTOR; GUA	10/31/2021	371,293.94	400-90-65020 Building Improvements
Total RILEY CONSTRUCTION COMPANY, INC.:						371,293.94	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>ROSE PEST SOLUTIONS</b>							
General Fund	1701	ROSE PEST SOLUTIONS	3193828	MONTHLY PEST CONTROL	11/10/2022	65.00	100-30-62100 Contracted Services
General Fund	1701	ROSE PEST SOLUTIONS	3193881	PEST CONTROL - FIRE STATIO	11/10/2022	68.00	100-43-62100 Contracted Services
General Fund	1701	ROSE PEST SOLUTIONS	3193882	PEST CONTROL FIRE STATION	11/10/2022	68.00	100-43-62100 Contracted Services
General Fund	1701	ROSE PEST SOLUTIONS	3193883	PEST CONTROL VILLAGE HALL	11/10/2022	68.00	100-43-62100 Contracted Services
Total ROSE PEST SOLUTIONS:						269.00	
<b>SJE, INC.</b>							
Sewer Utility Fund	1119	SJE, INC.	CD99436010	HOODS CREEK BASIN PUMP IM	05/31/2022	76,338.90	501-18736-000 CIP-Hoods Creek Attenuation
Total SJE, INC.:						76,338.90	
<b>SME SEASONAL SERVICES LLC</b>							
General Fund	1813	SME SEASONAL SERVICES LL	6494	MOWING VILLAGE HALL (10/3/2	11/05/2022	140.00	100-43-62100 Contracted Services
Parks Fund	1813	SME SEASONAL SERVICES LL	6494	MOWING - GORNEY (10/3/2022	11/05/2022	600.00	221-00-62700 Grounds Services
Parks Fund	1813	SME SEASONAL SERVICES LL	6494	MOWING - CRAWFORD (10/3/20	11/05/2022	350.00	221-00-62700 Grounds Services
Parks Fund	1813	SME SEASONAL SERVICES LL	6494	MOWING - CHAPLA (10/4/2022 &	11/05/2022	170.00	221-00-62700 Grounds Services
Parks Fund	1813	SME SEASONAL SERVICES LL	6494	MOWING - MAPLE PARK (10/4/2	11/05/2022	120.00	221-00-62700 Grounds Services
Parks Fund	1813	SME SEASONAL SERVICES LL	6494	MOWING - NICHOLSON WILDLI	11/05/2022	200.00	221-00-62700 Grounds Services
Cemetery Fund	1813	SME SEASONAL SERVICES LL	6494	MOWING - CALEDONIA CEMET	11/05/2022	400.00	220-00-62700 Grounds Services
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6501	MOWING -5 1/2 MILE AND CHA	11/05/2022	150.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6520	MOWING - SINGLE CUT OF ALL	11/05/2022	2,200.00	502-00-64260 Grounds Repairs & Maintenance
Total SME SEASONAL SERVICES LLC:						4,330.00	
<b>STRAND ASSOCIATES INC.</b>							
Storm Water Utility Fund	1893	STRAND ASSOCIATES INC.	0190237	ILLCIT DISCHARGE DETECTIO	11/10/2022	605.75	502-00-62101 MS4 - ILLICIT DISCHARGE
Total STRAND ASSOCIATES INC.:						605.75	
<b>SUCCESS PLUMBING, INC.</b>							
Parks Fund	1904	SUCCESS PLUMBING, INC.	34621	WINTERIZE CRAWFORD PARK	11/01/2022	539.10	221-00-64240 Building Repairs & Maintenance
Total SUCCESS PLUMBING, INC.:						539.10	
<b>TCM SEWER AND DRAIN, LLC</b>							
General Fund	1932	TCM SEWER AND DRAIN, LLC	VILLAGE	CLEAR BLOCKED TOILET IN W	11/11/2022	165.00	100-43-64240 Building Repairs & Maintenance
Total TCM SEWER AND DRAIN, LLC:						165.00	
<b>TERRY &amp; NUDO, LLC</b>							
General Fund	1934	TERRY & NUDO, LLC	18550	LITIGATION DEFENSE - SILVER	11/02/2022	5,232.50	100-60-61000 Professional Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total TERRY & NUDO, LLC:						5,232.50	
<b>VON BRIESEN &amp; ROPER SC</b>							
TID #4 Fund	2091	VON BRIESEN & ROPER SC	408921	TID 4 - SPECIAL ASSESSMENT -	11/11/2022	198.00	414-00-61000 Professional Services
Total VON BRIESEN & ROPER SC:						198.00	
<b>WISCONSIN HUMANE SOCIETY</b>							
General Fund	2180	WISCONSIN HUMANE SOCIETY	2395	OCT-22; ANIMAL SHELTER CON	11/01/2022	695.00	100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:						695.00	
Grand Totals:						655,925.31	

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
<b>US BANK CORPORATE CARD</b>						
2434	US BANK CORPORATE CARD	ATLANCO WEB	110841-REFU	REFUND MUELLER SHIRTS	100-30-64070 Work Supplies	155.30-
2434	US BANK CORPORATE CARD	QUILL CORP	1906579	REFUND MEMO BOOKS	100-30-64030 Office Supplies	119.25-
2434	US BANK CORPORATE CARD	KALAHARI RESORT	ALFFJD3N-RE	REFUND; TRANSFER ROOM TO	100-31-51300 Education/Training/Conferences	90.00-
2434	US BANK CORPORATE CARD	BANNERS ON THE CHEAP	904533909302	TAX CREDIT FOR OPEN HOUSE	100-35-64070 Work Supplies	2.43-
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	35069-FEE	MUNI WATER OPERATOR CERT	500-00-51300 Education/Training/Conferences	.90
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	37130-ADMIN	MUNI WATER OPERATOR CERT	500-00-51300 Education/Training/Conferences	.90
2434	US BANK CORPORATE CARD	PICK N SAVE	084109	BAG OF ICE FOR GROUNDBRE	100-35-64070 Work Supplies	4.99
2434	US BANK CORPORATE CARD	PARTY CITY	8M1IEG0030	TABLECLOTHS FOR FD EVENT	100-35-64070 Work Supplies	5.25
2434	US BANK CORPORATE CARD	UPS	09222022	PLANS MAILED BACK TO CONT	100-35-64040 Postage & Shipping	6.86
2434	US BANK CORPORATE CARD	UPS	000000F5A536	MAIL PACKAGE FOR FD	100-35-64040 Postage & Shipping	7.51
2434	US BANK CORPORATE CARD	BIG APPLE BAGELS	1022	BREAKFAST LT GREEN CONFE	100-35-51300 Education/Training/Conferences	8.73
2434	US BANK CORPORATE CARD	BIG APPLE BAGELS	1019	BREAKFAST LT GREEN CONFE	100-35-51300 Education/Training/Conferences	9.16
2434	US BANK CORPORATE CARD	OTTERBOX/LIFEPROOF	0619524809	CELL PHONE COVER; WARRANT	100-30-64070 Work Supplies	10.49
2434	US BANK CORPORATE CARD	AMAZON	114-5827546-2	POCKET KET FOR HANDCUFFS	100-30-64070 Work Supplies	10.88
2434	US BANK CORPORATE CARD	CASEY'S GENERAL STORE	1405676	FOOD FOR VOLUNTEER-CITIZE	100-30-64000 Community Engagement	11.71
2434	US BANK CORPORATE CARD	THE CAFE	RN4F	BREAKFAST LT GREEN CONFE	100-35-51300 Education/Training/Conferences	13.06
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WI ONLINE RE	SEP-22; BACKGROUND CHECK	100-11-61000 Professional Services	14.00
2434	US BANK CORPORATE CARD	TST*SCOTTS SUBS EAST GR	70	LUNCH LT. GREEN AT CONFER	100-35-51300 Education/Training/Conferences	14.36
2434	US BANK CORPORATE CARD	TST*SCOTTS SUBS EAST GR	45	LUNCH LT GREEN CONFERENC	100-35-51300 Education/Training/Conferences	16.20
2434	US BANK CORPORATE CARD	ROSATI'S PIZZA	19	DINNER LT GREEN CONFEREN	100-35-51300 Education/Training/Conferences	17.04
2434	US BANK CORPORATE CARD	RACINE TIRE & AUTO SERVICE	298077	TIRE VALVE #28	400-41-65040 Equipment-Vehicles	20.00
2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9917115406	OCT-22; HOODS CREEK BASIN	501-00-64150 Communication Services	20.00
2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9917115406	OCT-22; HOODS CREEK BASIN	500-00-64150 Communication Services	20.01
2434	US BANK CORPORATE CARD	PICK N SAVE	016616	CAKE FOR FF VEKCHECK SWE	100-35-64070 Work Supplies	24.99
2434	US BANK CORPORATE CARD	AMAZON	114-1091215-8	CLIPBOARDS	100-30-64030 Office Supplies	25.90
2434	US BANK CORPORATE CARD	AMAZON	114-4793391-7	BATTERIES	100-30-64030 Office Supplies	26.07
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	66190	TOP SOIL; GORNEY PARK	221-00-64070 Work Supplies	27.81
2434	US BANK CORPORATE CARD	TASTE OF INDIA	QTB0GVRT23	DINNER LT GREEN CONFEREN	100-35-51300 Education/Training/Conferences	27.83
2434	US BANK CORPORATE CARD	TEXAS ROADHOUSE	XNX791	DINNER LT GREEN CONFEREN	100-35-51300 Education/Training/Conferences	28.46
2434	US BANK CORPORATE CARD	KWIK TRIP	9601408	CONFERENCE ATTENDEE FUE	100-35-63200 Fuel, Oil, Fluids	28.62
2434	US BANK CORPORATE CARD	ZOOM	INV172552659	OCT-22; ZOOM VIDEO CONFER	100-60-61000 Professional Services	29.98
2434	US BANK CORPORATE CARD	AMAZON	111-5798881-6	UGLY'S ELECTRICAL REFEREN	100-40-64070 Work Supplies	30.09
2434	US BANK CORPORATE CARD	AMAZON	112-8958098-5	SOAP DISPENSER FOR KITCHE	100-35-64100 Janitorial Supplies	30.98
2434	US BANK CORPORATE CARD	PICK N SAVE	0567578	COFFEE,WATER & TABLECLOT	100-35-64070 Work Supplies	31.61
2434	US BANK CORPORATE CARD	AMAZON	114-2164091-2	HANDCUFFS	100-30-64070 Work Supplies	33.99
2434	US BANK CORPORATE CARD	PAYPAL	0968	CHIEF DINNER BANQUET	100-30-51300 Education/Training/Conferences	35.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	104693	ORDINANCE SUMMARY 2022-2	100-11-64010 Notifications/Publications	36.30
2434	US BANK CORPORATE CARD	RACINE TIRE & AUTO SERVICE	298198	EQUIPMENT PARTS	100-41-63300 Vehicle Repairs & Maintenance	40.00
2434	US BANK CORPORATE CARD	US POSTAL SERVICE	840-55300179-	LIDAR SHIPPING	100-30-64040 Postage & Shipping	40.15
2434	US BANK CORPORATE CARD	4 SISTERS WINE BAR & TAPA	331900083520	MEAL - LEAGUE CONFERENCE	100-13-51300 Education/Training/Conferences	40.17

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	AMAZON	114-3533385-5	CANDY COMMUNITY EVENT	100-30-64000 Community Engagement	43.96
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	35069	MUNI WATER OPERATOR CERT	500-00-51300 Education/Training/Conferences	45.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	37130	MUNI WATER OPERATOR CERT	500-00-51300 Education/Training/Conferences	45.00
2434	US BANK CORPORATE CARD	MONTAGE ENTERPRISES, INC	99715	TRACTOR PARTS	100-41-63300 Vehicle Repairs & Maintenance	46.04
2434	US BANK CORPORATE CARD	AMAZON	111-8248632-6	DESK DRAWER TRAYS (2)	100-14-64070 Work Supplies	49.97
2434	US BANK CORPORATE CARD	AMAZON	114-7613176-4	OXYGEN GEAR BAG	100-35-64280 Medical Supplies	51.98
2434	US BANK CORPORATE CARD	SPEEDWAY/SUPER AMERICA	SPEEDWAY G	GAS - BLDG. DEPT. ESCAPE	100-43-63200 Fuel, Oil, Fluids	53.22
2434	US BANK CORPORATE CARD	AMAZON	114-1651790-7	CANDY COMMUNITY EVENT	100-30-64000 Community Engagement	55.65
2434	US BANK CORPORATE CARD	AMAZON	112-8834346-0	MAILING LABELS	100-12-64030 Office Supplies	58.74
2434	US BANK CORPORATE CARD	O & H DANISH BAKERY	3425089	CAKE FOR AWARDS CEREMON	100-30-64000 Community Engagement	60.00
2434	US BANK CORPORATE CARD	AMAZON	111-7855183-8	LIGHT SIGNAL	100-41-63300 Vehicle Repairs & Maintenance	61.62
2434	US BANK CORPORATE CARD	DAVIS & STANTON PROMOTIO	145999	UNIFORM POLICE BARS	100-30-64070 Work Supplies	62.00
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	571071853526	TOPSOIL	221-00-64070 Work Supplies	64.89
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	66165	GORNEY PARK; 1" LIMESTONE	221-00-64070 Work Supplies	64.89
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	66176	1" LIMESTONE; GORNEY PARK	221-00-64070 Work Supplies	64.89
2434	US BANK CORPORATE CARD	NORTH AMERICAN RESCUE	IN655072	DRESSING/CHEST SHIELD	250-30-64190 Police Dept Donations	66.10
2434	US BANK CORPORATE CARD	AMAZON	114-0709018-4	ADDRESS LABELS	100-30-64030 Office Supplies	66.66
2434	US BANK CORPORATE CARD	ABC - NV	J109418584	WATER DISTRIBUTION EXAM; J	500-00-51300 Education/Training/Conferences	70.00
2434	US BANK CORPORATE CARD	DERANGO THE PIZZA KING	331900084020	VILLAGE BOARD MTG SUPPLIE	100-10-64190 Miscellaneous Expenses	72.07
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049517	.42 TON COLD PATCH	100-41-64090 Road Maintenance Materials	73.92
2434	US BANK CORPORATE CARD	JOURNAL TIMES	104585	REPEAL & RECREATE TITLE 16	100-60-64010 Notifications/Publications	78.04
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049560	FIBER BULK MIX	100-41-64090 Road Maintenance Materials	79.20
2434	US BANK CORPORATE CARD	SP*ELECTIONSOURCE	30789	TABLETOP VOTING BOOTH	100-12-64030 Office Supplies	80.06
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	66187	TOPSOIL; GORNEY PARK	221-00-64070 Work Supplies	83.43
2434	US BANK CORPORATE CARD	SPEEDWAY/SUPER AMERICA	SPEEDWAY 55	GAS FOR 2018 FORD TRUCK	100-43-63200 Fuel, Oil, Fluids	84.87
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	66239	GORNEY PARK; 1" LIMESTONE	221-00-64070 Work Supplies	88.99
2434	US BANK CORPORATE CARD	BATTERY WAREHOUSE DIREC	110232	BATTERIES	100-35-64110 Small Equipment	94.11
2434	US BANK CORPORATE CARD	SURVEYMONK*43384310	43384310	SURVEY FOR EMPLOYEES	100-30-64300 IT Maintenance & Subscriptions	99.00
2434	US BANK CORPORATE CARD	MARRIOT	56563	CHIEF HOTEL TRAINING	100-30-51300 Education/Training/Conferences	102.15
2434	US BANK CORPORATE CARD	SMARSH, INC.	INV-52449	SEP-22; CELL PHONE ARCHIVE	500-00-64320 IT Infrastructure	105.01
2434	US BANK CORPORATE CARD	SMARSH, INC.	INV-52449	SEP-22; CELL PHONE ARCHIVE	501-00-64320 IT Infrastructure	105.02
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	66231	GORNEY PARK; 1" LIMESTONE	221-00-64070 Work Supplies	108.15
2434	US BANK CORPORATE CARD	KALAHARI RESORT	4F7GRYKK	PUBLIC FINANCE SEMINAR; W.	100-14-51300 Education/Training/Conferences	109.00
2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-20220	SEP-22; MONTHLY TLO USAGE	100-30-62100 Contracted Services	116.80
2434	US BANK CORPORATE CARD	QUILL CORP	28256414	MEMO PADS	100-30-64030 Office Supplies	119.25
2434	US BANK CORPORATE CARD	AMAZON	114-2184344-8	MEMORY CARDS/BATTERIES	100-30-64030 Office Supplies	119.47
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049430	.68 TON COLD PATCH	100-41-64090 Road Maintenance Materials	119.68
2434	US BANK CORPORATE CARD	BARRICADE FLASHER	23493	BATTERIES & FLAG MESH DOW	100-41-64090 Road Maintenance Materials	123.24
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	114-1372009-0	CADDY VISTA; GENERATOR BL	501-00-64240 Building Repairs & Maintenance	131.24
2434	US BANK CORPORATE CARD	AMAZON	111-0180279-5	8 1/2 X 11 PAPER FOR VILLAGE	100-13-64030 Office Supplies	134.00
2434	US BANK CORPORATE CARD	AMAZON	111-0970164-8	STROBE LIGHT FOR M-32	100-35-63300 Vehicle Repairs & Maintenance	136.59

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	AMAZON	111-9456873-5	NEC 2017 CODE BOOK	100-40-64070 Work Supplies	137.00
2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	104071517	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	141.52
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101100	10/07/2022 TELEPHONE AND IN	500-00-64150 Communication Services	145.64
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101100	10/07/2022 TELEPHONE AND IN	501-00-64150 Communication Services	145.64
2434	US BANK CORPORATE CARD	AMAZON	111-6984877-3	8 1/2 X 11 COPY PAPER	100-40-64030 Office Supplies	146.36
2434	US BANK CORPORATE CARD	BLIFFERT LUMBER	2210-526705	TRUCK SIDEBOARDS	100-41-63300 Vehicle Repairs & Maintenance	147.84
2434	US BANK CORPORATE CARD	LINCOLN CONTRACTORS SUP	I17870 & I0627	2 CASES MARKING PAINT	100-41-64070 Work Supplies	155.76
2434	US BANK CORPORATE CARD	AMERICAN MEDICAL SUPPLY	RADAR-20221	NEW BATTERY FOR VILLAGE H	100-35-64280 Medical Supplies	159.55
2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	376557/189/01	MISC. PARTS AND TOOLS (SEP)	100-41-64070 Work Supplies	162.56
2434	US BANK CORPORATE CARD	AMAZON	114-7231949-7	PICTURE FRAMES FOR CEREM	100-30-64070 Work Supplies	174.86
2434	US BANK CORPORATE CARD	GENERAL RENTAL	23849	PA EQUIPMENT RENTAL FOR G	100-35-64070 Work Supplies	175.35
2434	US BANK CORPORATE CARD	GUNDERSEN HOME & SUITE	322226582	LEAGUE OF MUNI CONF; HOTE	100-13-51300 Education/Training/Conferences	179.72
2434	US BANK CORPORATE CARD	GLACIER CANYON LLC	949764	DC HOTEL TRAINING	100-30-51300 Education/Training/Conferences	180.00
2434	US BANK CORPORATE CARD	AMAZON	111-3982765-1	STROBE LIGHT #50 (PARKS)	400-70-66100 Park Improvements	180.56
2434	US BANK CORPORATE CARD	HI-LINE, INC	10988405	FUSES AND PARTS	100-41-64110 Small Equipment	180.66
2434	US BANK CORPORATE CARD	AMAZON	111-6562352-5	HAND SOAP (SHOP)	100-41-64070 Work Supplies	181.90
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2484903,24849	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	186.55
2434	US BANK CORPORATE CARD	JOURNAL TIMES	104726	ORDINANCE SUMMARY 2022-2	100-11-64010 Notifications/Publications	189.32
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2488261,24882	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	190.45
2434	US BANK CORPORATE CARD	PAYPAL	2022-conf32	WCPPA CONFERENCE' S.ENGL	100-30-51300 Education/Training/Conferences	195.00
2434	US BANK CORPORATE CARD	CALEDONIA FEED & SUPPLY	56696	50# GRASS SEED	100-41-64090 Road Maintenance Materials	196.75
2434	US BANK CORPORATE CARD	GLACIER CANYON LLC	949779	MUELLER HOTEL TRAINING	100-30-51300 Education/Training/Conferences	202.06
2434	US BANK CORPORATE CARD	4IMPRINT, INC	23675336	SHIRTS & HATS	500-00-64070 Work Supplies	210.97
2434	US BANK CORPORATE CARD	4IMPRINT, INC	23675336	SHIRTS & HATS	501-00-64070 Work Supplies	210.97
2434	US BANK CORPORATE CARD	4IMPRINT, INC	23675336	SHIRTS & HATS	502-00-64070 Work Supplies	210.98
2434	US BANK CORPORATE CARD	APWA SPRING CONFERENCE	R0	APWA MEMBERSHIP	100-42-51300 Education/Training/Conferences	237.00
2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	39517565	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	239.80
2434	US BANK CORPORATE CARD	AMAZON	114-3124416-1	SURFACE MOUNTED FIRE EXTI	100-35-64240 Building Repairs & Maintenance	264.03
2434	US BANK CORPORATE CARD	KALAHARI RESORT	RALFFJD3N	HOTEL TRAINING SCHMIDT	100-31-51300 Education/Training/Conferences	270.00
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	E68016	PAINT CAULK (WINTERIZING)	100-41-63300 Vehicle Repairs & Maintenance	272.36
2434	US BANK CORPORATE CARD	PARK HOTEL	660907	TRAINING; HOTEL R.SCHMIDT	100-42-51300 Education/Training/Conferences	279.00
2434	US BANK CORPORATE CARD	COMBINED FLUID PRODUCTS	CS19987	BT11 AIR COMPRESSSOR	100-35-64250 Equipment Repairs & Maintenanc	308.78
2434	US BANK CORPORATE CARD	TDS METROCOM	100122	10/01/2022 TELEPHONE & INTE	501-00-64150 Communication Services	309.12
2434	US BANK CORPORATE CARD	TDS METROCOM	100122	10/01/2022 TELEPHONE & INTE	500-00-64150 Communication Services	309.13
2434	US BANK CORPORATE CARD	US PATRIOT	367940	DOOR RAM	100-30-64070 Work Supplies	328.49
2434	US BANK CORPORATE CARD	POMPS TIRE SERVICE	160128512	TRAILER TIRE	100-41-64250 Equipment Repairs & Maintenanc	372.97
2434	US BANK CORPORATE CARD	AT & T	414R05002109	09/13/2022 - COMMUNICATION	100-43-64150 Communication Services	395.02
2434	US BANK CORPORATE CARD	UNIFIRST CORPORATION	0961262988	RAGS AND COVERALLS (SEP)	100-41-62100 Contracted Services	402.24
2434	US BANK CORPORATE CARD	AMAZON	114-1012609-0	SINGLE GAS CO MONITORS	100-35-64110 Small Equipment	443.79
2434	US BANK CORPORATE CARD	MY PLACE HOTEL GREENBAY	31530SE01410	HOTEL 3 NIGHTS FOR LT GREE	100-35-51300 Education/Training/Conferences	447.00
2434	US BANK CORPORATE CARD	HENRY SCHEIN	25349228	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	468.95

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2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	G9N9XC4MO9	WATER METER CLASS; A.PARK	500-00-51300 Education/Training/Conferences	500.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	NXNJXGLRW7	WATER METER CLASS; L.KORT	500-00-51300 Education/Training/Conferences	500.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	V2N5TF42C6J	WATER METER CLASS; J. LAIR	500-00-51300 Education/Training/Conferences	500.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	4926-00010-74	2 SAWZALLS & IMPACT WRENC	501-00-64070 Work Supplies	554.92
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	4926-00010-74	2 SAWZALLS & IMPACT WRENC	500-00-64070 Work Supplies	554.93
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501100	10/01/2022 TELEPHONE AND IN	100-43-64150 Communication Services	621.52
2434	US BANK CORPORATE CARD	REINDERS-SUSSEX	1926129-00	STRAW MATTING	100-41-64090 Road Maintenance Materials	642.00
2434	US BANK CORPORATE CARD	ARAMARK	860112340 093	CFD UNIFORMS	100-35-62100 Contracted Services	685.20
2434	US BANK CORPORATE CARD	AT & T	287299115248	09/23/2022 FIRSTNET PHONE C	100-43-64150 Communication Services	764.39
2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	081098	2 -30 CU YD CONTAINER 47333	241-00-62800 Waste Disposal	880.00
2434	US BANK CORPORATE CARD	EPOLICESUPPLY.COM	1000212185	BADGES	100-30-64070 Work Supplies	934.00
2434	US BANK CORPORATE CARD	BOTACH INC	INV52947	BALLISTIC SHIELDS	100-30-64070 Work Supplies	979.98
2434	US BANK CORPORATE CARD	AT & T	287299115248	09/23/2022 FIRSTNET PHONE C	100-35-64150 Telephone	1,030.25
2434	US BANK CORPORATE CARD	HENRY SCHEIN	26087127	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	1,096.15
2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	081098	3 - 30 CU YD CONTAINER 47464	241-00-62800 Waste Disposal	1,320.00
2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	081098	3 - 30 CU YD CONTAINER 47395	241-00-62800 Waste Disposal	1,320.00
2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	69291	3 - 30 CU YD CONTAINERS & FU	241-00-62800 Waste Disposal	1,320.00
2434	US BANK CORPORATE CARD	AT & T	287299115248	09/23/2022 FIRSTNET PHONE C	100-30-64150 Communication Services	1,528.76
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441610022	10/02/2022 TELEPHONE AND IN	100-43-64150 Communication Services	1,634.43
2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	081098	HRS BRUSH SHREDDING 47803	241-00-62800 Waste Disposal	3,068.75
Total US BANK CORPORATE CARD:						33,947.85
Grand Totals:						33,947.85

**RESOLUTION NO. 2022-114**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CALEDONIA  
HIGHWAY DEPARTMENT LOCAL 704 FOR 2023**

**WHEREAS**, the Village of Caledonia has reached a tentative agreement with Caledonia Highway Department Local 704; and

**WHEREAS**, local 704 has ratified this agreement and there is a need for the Village to ratify said agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the tentative agreement with Caledonia Highway Department Local 704 for 2023 as set forth in Exhibit A which is attached hereto and incorporated herein is authorized approved and ratified.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute this contract to implement this resolution.

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

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
Lee Wishau, Acting Village President

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



***AGREEMENT***

**Between**

**THE VILLAGE OF CALEDONIA**

**-and the-**

**CALEDONIA HIGHWAY DEPARTMENT  
LOCAL 704**

**OF THE**

**LABOR ASSOCIATION OF WISCONSIN, INC.**

January 1, 2023- December 31, 2023

**ARTICLE I- RECOGNITION CLAUSE**

This Agreement is entered into by and between the Village of Caledonia, hereinafter referred to as the "Village", or "Employer", and the Village of Caledonia Highway Department Employees Association, hereinafter referred to as the "Association". The Village recognizes the Association as the sole and exclusive bargaining agent for all regular part-time and regular full-time employees of the Highway Department.

**ARTICLE II- WAGES**

Effective January 1, 2023, Full Time Employees Across the Board with Caledonia shall receive an increase in total wages applied as a 2.0% increase and another increase of 2% on July 1, 2023 as follows:

<i>Full Time Employees</i>	<i>2022</i>	<i>1-1-2023</i>	<i>7-1-2023</i>
<i>Start (base rate)</i>	\$22.13	\$22.57	\$23.02
<i>After 1 year</i>	\$25.45	\$25.96	\$26.48
<i>After 2 years</i>	\$27.62	\$28.17	\$28.74
<i>After 3 years</i>	\$30.46	\$31.07	\$31.69

**ARTICLE III- DURATION**

This agreement shall become effective when signed and shall remain in full force and effect January 1, 2023 through December 31, 2023.

**VILLAGE OF CALEDONIA**

**LABOR ASSOCIATION OF  
WISCONSIN**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**RESOLUTION NO. 2022-115  
(11/21/2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO  
APPROVE A DEVELOPMENT AGREEMENT WITH DONALD I & JANE E CHRISTENSEN  
FOR THE EXTENSION OF BUCKLEY ROAD**

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

**WHEREAS**, the Owners, Donald I & Jane E Christensen are owners of property on an unimproved section of Buckley Road.

**WHEREAS**, the Owners, Donald I & Jane E Christensen desire to construct a single-family home on their property. In order for the Village to allow a home to be constructed on the property, Buckley Road will need to be improved/constructed as a Village Road in front of the property.

**WHEREAS**, the Owners, Donald I & Jane E Christensen have submitted construction plans and have received approval from the Engineering Department for the construction of the Buckley Road Extension.

**WHEREAS**, the Owners, Donald I & Jane E Christensen have executed the Development Agreement and have provided the appropriate financial guarantee for the construction of the Buckley Road Extension.

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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Development Agreement between the Village of Caledonia, A.W. Oakes & Son Inc. and Donald I & Jane E Christensen as set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Development Agreement.

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

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Lee Wishau  
Acting Village President

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

## **DEVELOPMENT AGREEMENT**

### **Buckley Road - Road Extension (Parcel ID 51-104-04-23-31-073-000)**

**THIS DEVELOPMENT AGREEMENT, (the “Agreement”)**, effective as of the date last executed by any Party hereto, is made and entered into by and between **DONALD I CHRISTENSEN and JANE E CHRISTENSEN**, their successors and assigns, (the “Developer”), the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the “Village”), and A.W. Oakes & Son Inc. being a Wisconsin Corporation (the “Contractor”) (Developer, Village, and Contractor are collectively referred to as “the Parties”);

### **INTRODUCTION**

- A. The Village is located in Racine County, Wisconsin.
- B. Developer is the sole record-title owner of a parcel of real property previously platted (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, and which is legally described on the attached **Exhibit A**.
- C. Developer desires to construct a Single-Family Home on the parcel, which presently is not buildable, because the parcel does not have access to a constructed Village Road. The Developer is willing to construct a Village Road along the parcel to make the parcel buildable, which requires that the Developer enter into a suitable contract with the Village relative to the construction of a road extension of Buckley Road.
- D. As a part of the road extension of Buckley Road, the Developer wishes to contract directly with the Contractor for the purpose of constructing the roadway improvements prior to acceptance by the Village pursuant to Titles 14 and 18 of the Village’s Code of Ordinances.

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

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

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

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

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

2. **Definitions.**

*Public Improvements* shall mean all public improvements to be constructed under this Agreement, including grading, erosion control, drainage and all requisite public improvements, Public Roads, including any required curb and gutter, and Storm Water Utilities.

*Public Roads* shall mean all public rights-of-way in the legal description including any required curb and gutter.

3. **Consent of the Village.** The Village hereby grants permission to the Developer and the Contractor to undertake and do the Construction Project for the Property as a private project on private property (as opposed to a Village project requiring compliance with the public bidding statutes).

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

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

6. **Public Improvements; Dedication and Construction.**

(a) **Property Improvements Generally.** Developer shall prepare, at its expense and per applicable Village Ordinances and the requirements of this Agreement, complete plans for construction of the Property's Public Improvements, including for the extension of Buckley Road as shown on the approved plans prepared by Nielsen, Madsen, & Barber S.C. and dated October 6, 2022 and professional engineered stamped on the same date for the Public Improvements subject

to any conditions and requirements of the Village's Engineering Department which are incorporated herein by reference (the "Plans"). The Public Improvements', Public Roads' design and plans shall conform to the Village's minimum standards for public utilities and public roads then in effect unless otherwise agreed to in writing by the Developer and the Village, and such plans and specifications shall be submitted to and approved by the Village. In the event of any conflict between the minimum design standards in the Village's Code of Ordinances and the requirements of this Agreement, the more restrictive shall control except as expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of Property improvements and Public Improvements.

(b) **Sewer & Water Lateral Construction**. Developer's design engineer shall stake all the Sewer and Water Laterals prior to construction. Developer shall be responsible for constructing the Sewer & Water Laterals at Developer's expense and per approved Plans. Developer's construction work shall be subject to inspection by the Village, Utility District, or the Village's designee. Developer shall construct the Sewer & Water Laterals utilizing granular backfill, as set forth in the approved Plans and as required by Village Ordinances. The parcel being buildable is conditioned upon the Village's acceptance of the Public Improvements and the Property (and the lot therein) being serviced with public Sewer & Water laterals, and Developer agrees to enter into agreements to grant to the Village, as appropriate all easements, if applicable and deemed necessary for the furnishing of public Sewer & Water laterals to the lot in said Property.

After the Sewer & Water Laterals have passed final inspection and testing, and after all lien waivers for the work completed on the Sewer & Water Laterals have been provided to the Village, the Village shall accept any necessary easements for access to the Sewer & Water Utilities.

(c) **Public Roads Construction.** After acceptance of the Sewer & Water Utilities by the Village and Utility District, the Developer and Contractor shall thereafter construct, at Developer's expense, the base construction, except asphaltting, in compliance with applicable Village standards and Ordinances for public roads. When such base construction, except asphaltting, has been completed by the Developer and Contractor, inspected, tested and approved by the Village Engineering Department, and after all lien waivers respecting the Public Roads have been provided to the Village, the Village shall accept such construction, subject to maintenance guarantees then provided in the Village Ordinances, this Agreement and such other guarantees as the Village Board may deem necessary to protect the Village in the event that there is an identified deficiency in the construction that warrants a longer guarantee period of time. It is anticipated that the Public Roads construction, including binder and surface asphaltting, as further described herein shall be done in 2023. The Developer and Contractor shall be responsible for regrading and shaping the Public Roads at its expense prior to the asphaltting work being done in accordance with Village's duly-bid public road work (annual paving program) contract. After construction of base course of the Public Roads is approved and accepted by the Village, the Village's asphaltting contractor shall fine grade the stone base and install four and one-half (4½) inches of binder asphalt, in two (2) layers per Village Engineering Department specifications, on all such Public Roads or parts thereof within the Property which the Developer and Contractor are required to construct hereunder. The Village Engineering Department shall inspect such work for compliance with Village Ordinances and if such work complies, shall accept such work which shall constitute "substantial completion" in accordance with Sec. 236.13, Wis. Stat.

When authorized to install the surface course of asphalt by the Village's Engineering Department, the Village's asphaltting contractor shall patch if necessary, based on inspection by



the Village Engineering Department. A final inspection shall be completed by the Village Engineering Department to determine if any repairs need to be made. The binder course should be swept clean prior to placing any tack coat. The Village's asphaltting contractor shall install one and one-half (1-1/2) inches of surface asphalt and Developer and Contractor shall complete the final work except for any manhole and water box adjustments on such Public Roads in the Property. Developer agrees that it is financially responsible for the costs for all asphalt and installation of the asphalt binder and surface courses, but the Village shall be responsible to perform such work, either directly or through contracted third-parties. Developer and Contractor shall also abide by the provisions of Resolution 2000-26, relating to street barricades, which is incorporated herein by reference.

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

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

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

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

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

7. **Drainage Facilities.**

(a) **Construction.** Developer and Contractor agree to design, construct, and install, at its expense, all the Storm Water Utilities as specified and set forth in the Village-approved plans and specifications described in Section 6 hereof. In the event the Storm Water Utilities are not completed within two (2) years from the date hereof, the Village Board shall have the right to review the plans in light of conditions then existing or expected in the area and to modify the plans to meet any such conditions. The Developer and Contractor shall construct and complete the Storm Water Utilities pursuant to any such revised plans. All such work shall be subject to approval and acceptance by the Village Board and the Village's Utility Commission. Any damage occurring to the Public Improvements or to any other drainage structures or appurtenances, including drainage tiles, shall be repaired, restored or rerouted by Developer in accordance with this Agreement.

(b) **Default.** In the event of any default in the obligations to properly repair damage caused during construction or to maintain the drainage easements, including any retention or detention basins, the Village may cause said maintenance to be provided and may charge the Developer or subsequent owner for said costs. In addition, the Village, at its option, may cause all such costs including any engineering, legal, and administrative costs with respect to the same, to be assessed against the Property or the lot within the Property that is assigned responsibility for such drainage facility, all as provided in Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village Ordinance.

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

(a) **Public Improvements Costs and Security.** In order to secure Developer's satisfactory completion of the Public Improvements including but not limited to the Sewer & Water Laterals and Public Roads, Developer has opted to post with the Village a cash deposit, in the amount of **\$54,529.20** (the "Security"), which amount equates to 120% of the Public Improvements' estimated total cost (excluding the cost for asphalt) as set forth in **Exhibit B** which is incorporated herein by reference. Developer has opted to post a cash bond for the cost of the binder and surface course of asphalt in the amount of **\$14,312.57**, which amount equates to 110% of the estimated binder and surface course cost, which funds the Village shall use to pay the costs of the binder and surface course of asphalt to be installed by the Village's asphaltting contractor. Developer shall post the Security with the Village prior to the required staking by the Developer. After completion satisfactory to the Village as set forth in this Agreement of each of (1) the Sewer & Water Laterals and (2) the Public Road's stone course, the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work upon receipt by the Village of lien waivers, as shown on **Exhibit B** hereto. The release of security shall

be accomplished incrementally as portions of the work are completed and accepted by the Village and invoices for asphaltting work have been paid by Developer. After invoices have been paid for the Sewer & Water Laterals and Road work and the asphalt courses have been accepted, only that portion of the Security necessary to secure completion of the remaining Public Improvements work plus 10% of the original Security total of **\$4,544.10** shall be retained by the Village as security for an additional fourteen (14) months to secure the Developer's obligations during the Guaranty Period and to ensure completion of the remaining Public Improvements. In calculating the retention amount of the security, such amount shall not include the original 20% contingency. Developer may, at its option, substitute an additional cash bond for the remaining amount on the letter of credit for the remaining Public Improvements work, plus 10% of the original Security.

The Village may utilize the remaining security for repair and maintenance of the Public Roads, as well as for additional amounts needed to complete the asphaltting of the streets if the Developer does not perform, after notice, its repair, maintenance and/or reconstruction responsibilities during the Guaranty Period. In the event any such fund is inadequate to pay for such work, the Developer, upon written demand by the Village, shall pay to the Village any such deficiency. In addition to any other remedies the Village may have, the Village shall be entitled to impose a special assessment or special charge against the Property for any deficiencies not paid in accordance with Section 25 of this Agreement.

If Developer fails to complete the Public Improvements within one year of initial staking, the Village shall draw on the Security without further notice to Developer to complete the remaining Public Improvements.

(b) **Guaranty.** Developer shall warrant and guarantee the Public Improvements in good condition and in compliance with the Village's standards and specifications for a minimum

period of one (1) year after acceptance of the courses of asphalt (the “Guaranty Period”). The Developer shall be liable for all maintenance (except snow plowing) and repair of the road, shoulders and curb and gutter as applicable for a period of at least one (1) year. The Village Board may require a longer guaranty period based upon the site conditions, time when construction is to be carried on, and any other factors affecting the road or its stability. In the event any defect(s) is discovered during such one-year time period, the Village shall notify the Developer and Contractor in writing, and the Developer and Contractor shall cause such defect(s) to be corrected within Sixty (60) calendar days (or within such shorter period designated by the Village if the public health and safety so require). If the Developer and/or Contractor shall fail to do so within such 60-day time period (or if the public safety sooner requires the remedied work to be done and the Developer/Contractor are not able to timely do so), then the Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the Village for any costs incurred by the Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

In the case of the asphaltting work for the Public Roads, this Guaranty Period includes the time period between acceptance of the binder course of asphalt and installation and acceptance of the surface course of asphalt. The Guaranty Period, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Public Improvements. The Village shall utilize any or all retained Security during the Guaranty Period toward the costs of any necessary repairs of the Public Improvements if Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. The Parties recognize that the Guaranty Period lasts longer than 14 months and if the Developer does not directly or adequately perform, after notice, its repair and maintenance

responsibilities under this Agreement and the Village takes action to perform the repair and maintenance, the Developer shall reimburse the Village for costs incurred in doing so within thirty (30) days of written notice of such costs. If Developer fails to reimburse the Village for such costs, including but not limited to actual attorney's fees and costs, engineering fees and costs, and administrative costs, in addition to any other remedies the Village may have, the Village shall be entitled to specially assess its costs against the Property in accordance with Section 25 of this Agreement.

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

all laborers and personnel doing the work (except for the inspector(s) hired by Village), and (iii) all means and methods required to do the work.

9. **Street Markings and Signage.** The Developer shall be responsible for the costs of procuring and installing all pavement markings and street signage within or adjacent to the Property. Pavement markings, if any, may include stop lines at intersections, striping for right turn lanes, and any other pavement markings required by the Village's Engineering Department. Signage shall include all stop signs, street signs and other signs required by the Village's Engineering Department. The street sign and pavement marking plan, which shall be created by the Village's Engineering Department, is incorporated by reference. The Developer authorizes the Village to have the necessary Public Roads markings and signs installed and shall reimburse the Village on a time and material basis.

10. **Sale of Lots.** Developer or its successors in title shall not sell, convey or transfer any land abutting upon a street or portion thereof dedicated until the following have occurred: (1) this Agreement is executed and recorded; (2) all Security has been deposited with the Village (by such time as is herein provided); (3) the Sewer & Water Utilities have been installed and accepted by the Village & Utility District; and (4) all Public Roads have been constructed in accordance with the terms of the Village's subdivision Ordinance, the Village standards for construction of streets and highways, other applicable Village Ordinances, and this Agreement.

11. **Sewer and Water.** For the parcel to be buildable for a single-family home the parcel shall be serviced with public sewer and water service by the Village's Utility Districts. All fees applicable to the connection and service of the Property to the public sewer and water systems

shall be borne by Developer or individual lot owners, and any use of such systems shall be subject to all applicable use restrictions.

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



by Developer upon demand. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

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

14. **As-Built Plans.** Upon written acceptance of all improvements by the Village, the Developer's engineer, at the Developer's expense, shall provide to the Village one complete set of as-built plans and profile sheets. In addition, the Developer's Engineer, at the Developers expense, shall prepare and provide to the Village one complete set of plans, two sets of prints indicating actual constructed locations and elevations, and one set of electronic drawings (PDF) and associated files compatible with a computer-aided design (CAD) system maintained by the Village. The as-built plans shall be prepared by modification of the construction drawings to reflect as-built data for streets, site grading, and all other relevant public improvements. Changes to base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of the Developer, shall be reimbursed to the Village by the Developer whether or not such items are enumerated in this Agreement.

15. **Building Permits and Lot Construction.** Until the Public Improvements provided herein to be installed to service the Property have been installed to the reasonable satisfaction of the Village Engineering Department, no building permits shall issue as to lots in the Property; provided, however, that building permits may issue as to lots fronting on streets within

the Property if the binder course for the streets has been installed and accepted by the Village. It is anticipated that the paving will not be completed until 2023. The Developer shall be responsible for plowing of the snow through winter months on the Village's rights-of-way that are unpaved. Construction activities related to improvements upon any lot shall not spill over onto other Property. Finished yard grades and grading plans must be approved by the Village Engineering Department before construction may commence and the lot owner shall be responsible for the costs of any review at the time of building permit review.

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

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

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

18. **Survey Monuments.** The Developer and Contractor shall exercise all reasonable efforts to assure that all survey or other monuments required by Statute or Ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer and Contractor.

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

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

responsible for ensuring that its contractors utilize construction means and methods that minimize, to the extent possible, nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the Developer shall obtain a land disturbance permit from the Village.

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

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

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

Such indemnification, however, shall not apply to any intentional torts and/or acts of negligence on the part of the releases and shall not apply to injury or damage arising, in whole

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

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

Parcels, whether in the soil, groundwater or air unless its due to the Village's willful neglect or misconduct.

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

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

24. **Insurance Requirements.**

(a) **General:** The Developer and Contractor shall obtain insurance reasonably acceptable to the Village as required under this section and such insurance which shall, by specific

endorsement to said policy, name the Village, on a primary and non-contributory basis, as an additional insured or loss payee as the Village shall direct. The Developer and Contractor shall maintain all required insurance under this section until the Village has accepted dedication of all Public Improvements and for the duration of the Guaranty Period. Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The Village reserves the right to reasonably disapprove any insurance company.

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

Employer's Liability	\$100,000.00 per occurrence
Comprehensive Motor Vehicle Liability,	\$1,500,000.00 per Bodily Injury Accident & Property Damage Combined
Comprehensive General Liability Bodily Injury	\$1,500,000.00 per accident; \$2,000,000 per project General Aggregate
Property Damage Combined	\$1,000,000.00 aggregate; \$2,000,000 per project General Aggregate
Worker's Compensation	Statutory Limits
Builder's Risk (as deemed applicable by Village)	All Risk Type; Total Value of Project
Installation Floater	All Risk Type; Total Value of Project
Umbrella	\$2,000,000 aggregate

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

(c) **Owner's Protective Liability (Independent Contractor Insurance).**

The liability limits shall be the same as those of the Comprehensive General Liability Policy.

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

26. **Miscellaneous Provisions.**

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

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



development and similar agreements. The Village will act diligently to review all necessary approvals, licenses, and permits duly requested by the Developer.

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

- i. The terms and provisions of this Development Agreement
- ii. All applicable governmental laws, rules, regulations, statutes and ordinances; and
- iii. All directives, rules and regulations of the Village, and its officers, employees and agents; and
- iv. All drawings, plans, specifications, or diagrams required by and approved by the Village.

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

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

f. **Entire Agreement.** This Agreement and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein. This Agreement may be modified only in writing signed by all Parties.

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

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

i. **Amendments to Agreement.** This Agreement shall not be amended orally but only by the written agreement of the Parties signed by the appropriate representatives of each Party and with the actual authority of each Party.

j. **Agreement Runs with the Land.** This Agreement shall be binding upon the Developer, and its successors in title or assigns, and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners and all subsequent owners of the Property or any portion thereof. This Agreement shall be recorded with the Racine County Register of Deeds. The sale of any lot or parcel within the Property shall not relieve any owners of their continuing liability hereunder except as provided herein.

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

To Developer:

Donald I & Jane E. Christensen  
4431 Northwestern Avenue  
Racine, WI 53405

To the Village:

Village Clerk  
Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402

Fax: (262) 835-2388  
and to,

Village Engineer  
Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402  
Fax: (262) 835-2388

To the Contractor:

A.W. Oakes & Son Inc  
2000 Oakes Road  
Racine, WI 53406

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

m. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

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

o. **The Contractor.** A.W. Oakes & Son Inc. is the general contractor for construction of the Development, being hired and retained by Developer to construct the Public

Improvements. A.W. Oakes & Son Inc., however, as the general contractor, shall be responsible and obligated to the Village to perform all of the duties imposed upon the "Contractor" under this Agreement.

p. **Force Majeure.** For purposes of this Agreement, the term "Force Majeure" means events or circumstances beyond a Party's reasonable control, including, without limitation, "acts of God," fire, flood, other natural calamities, accidents, unusual delays in deliveries, unavoidable casualties, labor disputes, strikes, lockouts or picketing (legal or illegal), wars, riots, acts of terrorism, changes in or unexpected interpretations of applicable statutes, laws, ordinances or regulations, adverse weather conditions, condemnation or other actions of governmental authorities or utility companies or shortages of labor, fuel, power or materials.

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

- i. Such further Subcontractor must be pre-approved by the Developer; and
- ii. Such further Subcontractor must be pre-approved and pre-qualified by the Village, which approval shall not be unreasonably withheld, conditioned, or delayed; and
- iii. Such further Subcontractor shall agree to perform all of the duties and obligations imposed upon the Contractor in this Agreement relative to that portion of duties and obligations of the work they are taking over; and
- iv. The general contractor shall still remain a party to this Agreement, and still be responsible for fully performing all of the duties and obligations imposed upon any subcontractor(s) under this Agreement.

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

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

**DEVELOPERS**

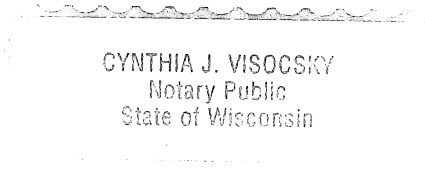
**Donald I. and Jane E. Christensen**

By: Donald I. Christensen  
Donald I. Christensen

By: Jane E. Christensen  
Jane E. Christensen

STATE OF WISCONSIN    )  
  ) SS:  
COUNTY OF RACINE    )

Personally came before me this 01 day of November 2022, Donald I. Christensen and Jane E. Christensen to me known to be the person who executed the foregoing instrument and acknowledged the same as the act and deed of said persons.



Cynthia J. Visocky  
Notary Public, Racine County, WI  
Print Name: Cynthia Visocky  
My commission: My Commission Expires  
March 02, 2024

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Lee Wishau Acting  
Village President

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

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

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

Name: \_\_\_\_\_

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

**CONTRACTOR**

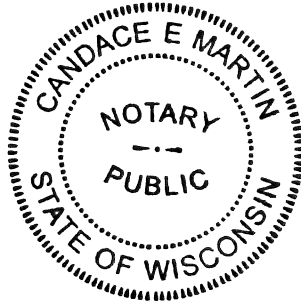
**A.W. Oakes & Son Inc.**

By: *Maxwell T Oakes*  
President

Attest: *Scott Vollmer*  
*Scott Vollmer*  
Secretary



Personally came before me this 2<sup>nd</sup> day of November, 2022, Maxwell T Oakes and Scott Vollmer, President and Secretary of the A.W. Oakes & Son Inc to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.



*Candace E Martin*  
Notary Public, Racine County, WI

Name: *Candace E Martin*

My Commission: *8/19/26*

EXHIBITS:

- Exhibit A: Legal Description of Property
- Exhibit B: Cash Deposit / Security
- Exhibit C: Approved Construction Plans

770272.001 (923)



EXHIBIT A

That part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 4 North, Range 23 East, described as follows: Begin at a point 628 feet North of the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence West parallel to the South line of said Section 31, 740 feet to the place of beginning; thence West parallel to the South line of said Section 31, 40 feet; thence North parallel to the East line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , 33 feet; thence West parallel to the South line of said Section, 66 feet; thence South parallel to the East line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , 4.59 feet; thence North  $31^{\circ} 42' 11''$  West 125.18 feet; thence East parallel to the South line of said Section, 169 feet; thence South parallel to the East line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , 137 feet to the place of beginning. Said land being in the Town of Caledonia, Racine County, State of Wisconsin.

Village

A. J. J. J. J. J.

**Exhibit B**

## Buckley Road Extension

Road Extension Work including Laterals	\$ 45,441.00
Total	\$ 45,441.00

120% of Total	\$ 54,529.20
---------------	--------------

After acceptance of all public improvements and during the guaranty period after installation of the binder course of asphalt it is anticipated that the cash deposit will be reduced to \$4,544.10 (representing 10% of the cost of the Public Improvements)

Paving Work			
Binder	65 tons	\$ 101.75	\$ 6,613.43
Surface	25 tons	\$ 91.25	\$ 2,281.13
Subgrade Prep	250 SY	\$ 2.47	\$ 616.88
Shouldering			\$ 2,000.00
Inspections			\$ 1,500.00

Year 2 Improvements	\$ 13,011.43
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110% of Total	\$ 14,312.57
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TOTAL CASH DEPOSIT	\$ 68,841.77
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RACINE

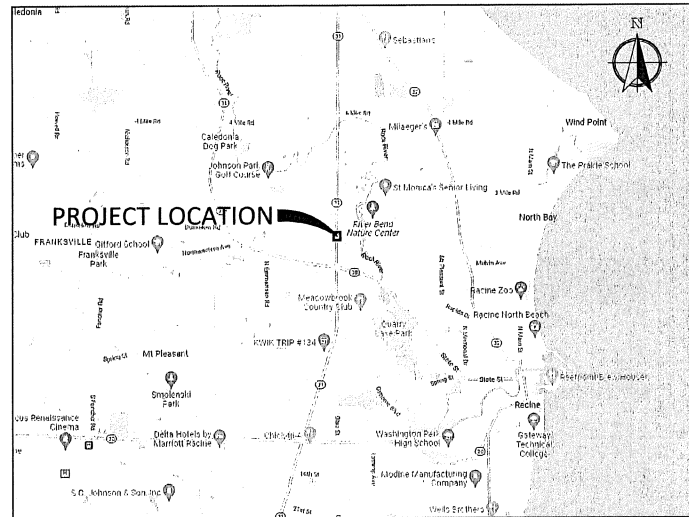
# CONSTRUCTION PLANS for **BUCKLEY ROAD EXTENSION** for **DONALD AND JANE CHRISTENSEN** Village of Caledonia, Racine County, Wisconsin

## LEGEND

Description	Existing	Description	Existing	Proposed
EDGE OF WOODS		WATER SHUT OFF		
DECIDUOUS TREE		WATER MAIN VALVE		
DECIDUOUS TREE REMOVAL		HYDRANT		
CONIFEROUS TREE		WATER MAIN REDUCER		
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE		
BUSH		SANITARY CLEAN OUT		
SOIL BORING		STORM MANHOLE		
TELEPHONE BOX		CATCH BASIN		
GUY WIRE		LIGHT POLE		
UTILITY POLE		ENDWALL		
GAS VALVE		STORM SEWER		
GAS METER		SANITARY SEWER		
SEPTIC VENT		WATERMAIN		
ELECTRIC MANHOLE		CONTOURS		
COMMUNICATION MANHOLE		FIRE PROTECTION		
WATER MANHOLE		UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT		CULVERT		
SECTION CORNER		RAILROAD TRACKS		
MAIL BOX		FENCE		
GUARD POST		NO VEHICULAR ACCESS		
STREET SIGN		UNDERGROUND ELECTRIC		
ELECTRIC PEDESTAL		UNDERGROUND GAS MAIN		
ELECTRIC METER		UNDERGROUND COMMUNICATIONS		
PAD MOUNT TRANSFORMER		SILT FENCE		
FOUND IRON PIPE		OVERHEAD ELECTRIC		
SET IRON PIPE		FORCE MAIN		
DRY WELL				

## ABBREVIATIONS

BASE LINE	BL	INVERT ELEVATION	IE
LONG CURB OR GUTTER	CGD	LENGTH OF CURVE	ARC
CURB AND GUTTER	CRG	MANHOLE	MH
CATCH BASIN	CB	NORMAL WATER LEVEL	NWL
CENTERLINE	CL	POINT OF CURVATURE	PC
EDGE OF PAVEMENT	EOP	POINT OF TANGENCY	PT
FINISHED FIRST FLOOR	FFF	TANGENCY OF CURVE	TAN
FINISH GRADE	FG	POINT OF VERTICAL INTERSECTION	PVI
FLOW LINE	FL	RADIUS	R
FLOODPLAIN	FP	RIGHT OF WAY	ROW
ORDINARY HIGH WATER MARK	OHWM	SANITARY SEWER	SSN
TOP OF BANK	TOB	STORM SEWER	SSM
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM



## UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.

## BENCH MARKS

1. LIGHTPOLE SPIKE  
7" SPIKE OF SOUTHWEST FACING LIGHT POLE LOCATED  
ELEVATION: 645.00



## SHEET INDEX

Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS MAP	C-2
DIMENSIONED SITE PLAN	C-3
SITE DEMOLITION PLAN	C-4
SITE GRADING & EROSION CONTROL PLAN	C-5
MASTER UTILITY PLAN	C-6
ROAD PLAN & PROFILE	C-7
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-8 & C-9

## CLIENT

DONALD AND JANE CHRISTENSEN  
4413 NORTHWESTERN AVENUE  
RACINE, WI 53405

## GOVERNING AGENCY CONTACTS

VILLAGE OF CALEDONIA  
PETER WAGNER  
DEVELOPMENT DIRECTOR  
OFFICE: 262-835-6446  
EMAIL: pwagner@caledonia-wi.gov  
TONY BUNKELMAN, P.E.  
UTILITY DIRECTOR  
OFFICE: 262-835-6416  
EMAIL: abunkelman@caledonia-wi.gov  
RYAN SCHMIDT, P.E.  
PUBLIC WORKS DIRECTOR  
OFFICE: 262-835-6475  
EMAIL: rschmidt@caledonia-wi.gov

## PUBLIC UTILITY CONTACTS

AT&T  
MIKE TOYEK  
OFFICE: 262-636-0549  
EMAIL: mt1734@att.com  
TDS TELCOM  
SOUTHEAST WISCONSIN  
OFFICE: 877-483-7142  
SPECTRUM  
ROBERT TUNUTA  
UTILITY COORDINATOR  
OFFICE: 414-277-4205  
CELL: 414-758-5688  
EMAIL: tunuta@charter.net  
WE-ENERGIES  
ALLIE MILLER  
KENOSHA SOUTH  
OFFICE: 262-552-3227  
EMAIL: allie.miller@we-energies.com  
NATURAL GAS EMERGENCY:  
(800) 261-5325  
ELECTRICAL EMERGENCY:  
(800) 662-4797



*Mark R. Madson*  
10-6-2022



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

**BUCKLEY ROAD EXTENSION**  
CONSTRUCTION PLANS  
FOR  
**DONALD AND JANE CHRISTENSEN**  
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

EXHIBIT C

NO.	REVISION	DATE

PROJ. MGR: \_\_\_\_\_  
DRAFTED: \_\_\_\_\_  
DATE: 3-30-2022  
CHECKED: \_\_\_\_\_  
DATE: 10-3-2022  
2022.0172.01

SHEET  
**C-1**

ISSUE FOR APPROVAL: 10-6-2022

Thursday, October 06, 2022 11:08:43 AM

NATHAN POELMANN  
REBECCA POELMANN  
104-04-23-31-200-025  
0.49 AC

ERIC C BROWY  
JULIE A SCHNEIDER  
104-04-23-31-200-024  
0.49 AC

JEFFREY A LOGIC  
MARY ANN LOGIC  
104-04-23-31-200-023  
0.49 AC

MICHAEL L MEHEVIC SR  
LISA R MEHEVIC  
104-04-23-31-200-022  
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DONALD I CHRISTENSEN  
JANE E CHRISTENSEN  
104-04-23-31-073-009  
0.36 AC

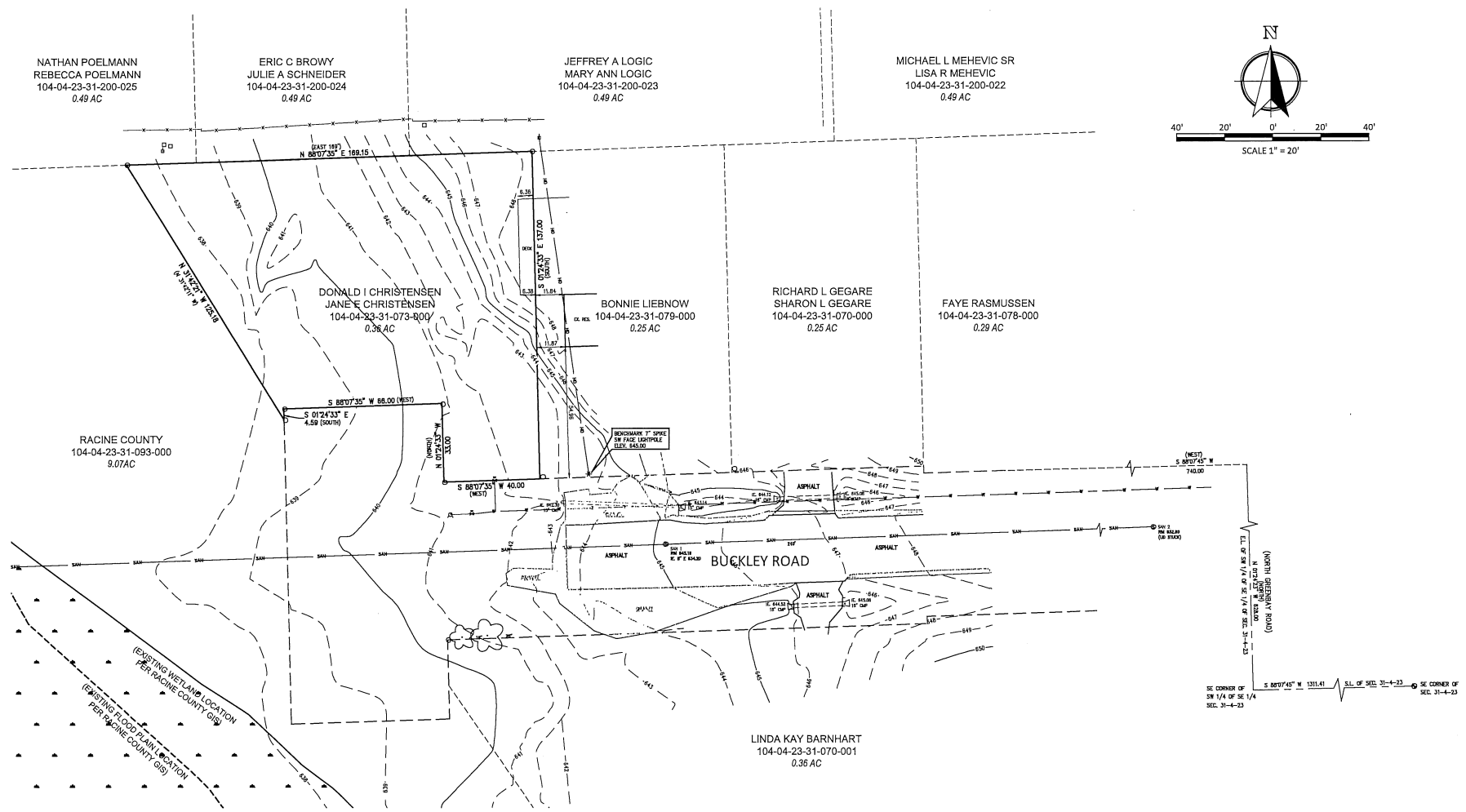
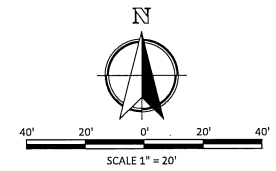
BONNIE LIEBNOW  
104-04-23-31-079-000  
0.25 AC

RICHARD L GEGARE  
SHARON L GEGARE  
104-04-23-31-070-000  
0.25 AC

FAYE RASMUSSEN  
104-04-23-31-078-000  
0.29 AC

RACINE COUNTY  
104-04-23-31-093-000  
9.07AC

LINDA KAY BARNHART  
104-04-23-31-070-001  
0.36 AC



**NOTES**  
BEARING BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM, SOUTH ZONE,  
BASED UPON NAD 1983 / 2011.  
ALL ELEVATIONS REFER TO NAVD 1988 (12).



**LEGEND**


**EXISTING UTILITY DATA**

SAN 1	SAN 2
RIM 645.16	RIM 652.60
IE, 8\"/>	



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

**BUCKLEY ROAD EXTENSION**  
EXISTING CONDITIONS MAP  
FOR  
DONALD AND JANE CHRISTENSEN  
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

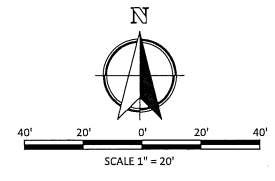
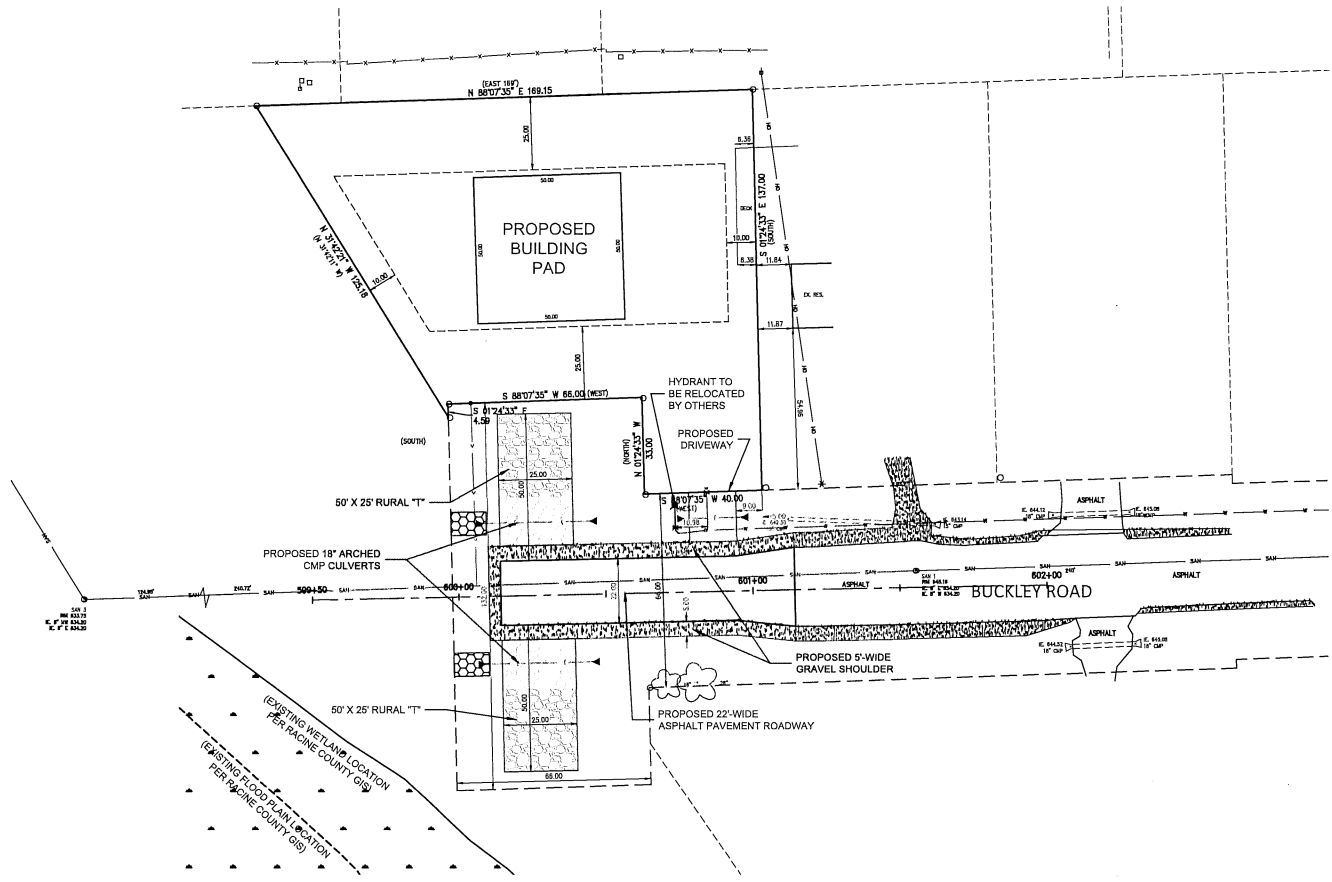
NO.	REVISION	BY	DATE

PROJ. MGR: MBM  
DRAFTED: JWB  
DATE: 9-30-2022  
CHECKED: ALL  
DATE: 10-3-2022

2022.0172.01  
SHEET  
**C-2**

**ISSUE FOR APPROVAL: 10-6-2022**

Thursday, October 06, 2022 11:08:47 AM



**LEGEND**

- PROPOSED ASPHALT PAVEMENT ROADWAY
- PROPOSED GRAVEL SHOULDER
- PROPOSED GRAVEL TEMPORARY "T"



**UTILITY NOTE**  
 EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.



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

**BUCKLEY ROAD EXTENSION**  
 DIMENSIONED SITE PLAN  
 FOR  
 DONALD AND JANE CHRISTENSEN  
 VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	DATE	BY	REVISION

PROJ. MGR: MRB  
 DRAFTED: JW2  
 DATE: 9-30-2022  
 CHECKED: ALL  
 DATE: 10-3-2022

2022.0172.01  
 SHEET  
**C-3**

**ISSUE FOR APPROVAL: 10-6-2022**



**Nielsen Madsen + Barber**  
 CIVIL ENGINEERS AND LAND SURVEYORS  
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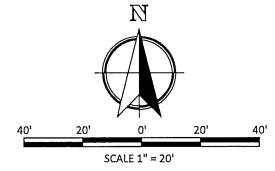
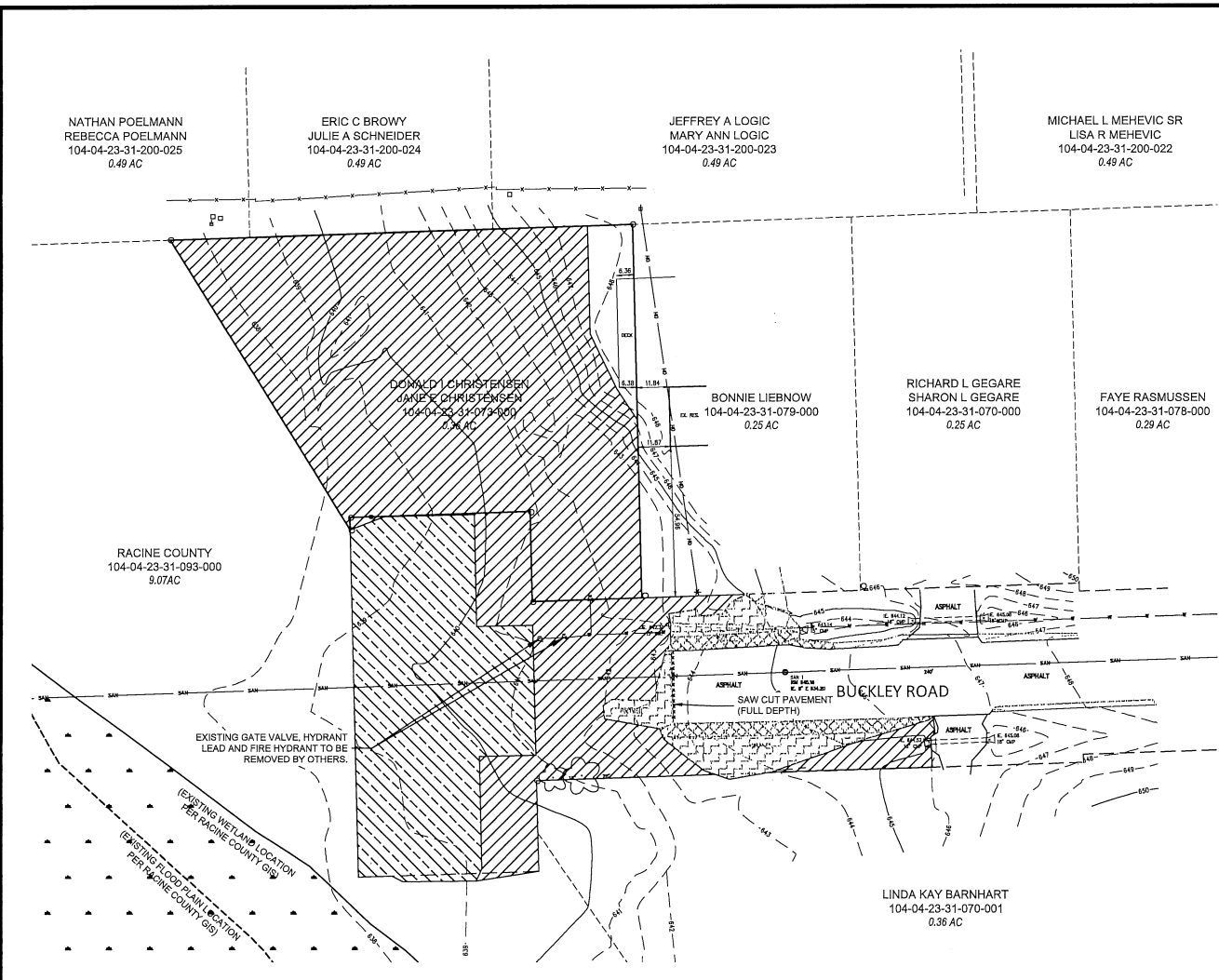
**BUCKLEY ROAD EXTENSION**  
 SITE DEMOLITION PLAN  
 FOR  
**DONALD AND JANE CHRISTENSEN**  
 VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	REVISION	DATE

PROJ. MGR: \_\_\_\_\_ JMB  
 DRAFTER: \_\_\_\_\_ JMB  
 DATE: 8-30-2022  
 CHECKED: \_\_\_\_\_ ALL  
 DATE: 10-3-2022

2022.0172.01  
 SHEET  
**C-4**

**ISSUE FOR APPROVAL: 10-6-2022**



**GENERAL NOTES**

DEMOLITION, EROSION CONTROL, EARTHWORK, SITE GRADING, PAVEMENT AND UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STATE OF WISCONSIN, STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION", 2014 EDITION, HEREIN REFERRED TO AS THE "STATE SPECIFICATIONS".

**DEMOLITION NOTES**

THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (AT A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVEMENTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLY COMPACTED STRUCTURAL FILL MATERIAL PER THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR DEMOLITION, SITE CLEARING, AND DISPOSAL.

THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR, THE LAND SURVEYOR AND ENGINEER OF RECORD. ASSUME NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDINGS PRIOR TO DEMOLITION (OR MODIFICATION) OF THE BUILDINGS.

ALL EXISTING SEWERS, PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION OR AS THE ONLY CONFLICTS THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.

ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE, AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL DIGGERS HOTLINE AT 1-800-242-8511 A MINIMUM OF 3 WORKING DAYS PRIOR TO EXCAVATION ACTIVITIES TO LOCATE AND MARK ALL UNDERGROUND UTILITIES.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A PRIVATE UTILITY LOCATING SERVICE TO LOCATE AND MARK ALL UNDERGROUND PRIVATE UTILITIES.

CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH SIGNS, FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. TEMPORARY CLOSURE OF ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.

CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.

PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, FENCES, SIGNS, UTILITIES, BUILDINGS, TREES, PAVEMENTS, AND LIGHT POLES SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL LIMIT PAVEMENT REMOVALS TO ONLY THOSE AREAS WHERE IT IS NECESSARY AS SHOWN ON THESE CONSTRUCTION PLANS. CONCRETE SIDEWALK AND CURB & GUTTER IS TO BE REMOVED TO NEAREST JOINT IN ORDER TO ACCOMMODATE PROPOSED IMPROVEMENTS. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENTS AND OR OTHER IMPROVED AREAS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF DAMAGED PAVEMENT AND OTHER ITEMS AT NO ADDITIONAL COST TO THE OWNER.

ABANDONMENT SHALL BE IN ACCORDANCE WITH SECTION 3.2.24 OF THE "STANDARD SPECIFICATIONS".

IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE PROJECT CONSTRUCTION MANAGER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE CONSTRUCTION MANAGER.

AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS", THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

**DEMOLITION LEGEND**

- STRIP AND SALVAGE TOPSOIL
- CLEAR & GRUB TREES / STRIP TOPSOIL
- GRAVEL TO BE REMOVED
- SHOULDER TO BE RE-SHAPED

**UTILITY NOTE**

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.



NATHAN POELMANN  
 REBECCA POELMANN  
 104-04-23-31-200-025  
 0.49 AC

ERIC C BROWY  
 JULIE A SCHNEIDER  
 104-04-23-31-200-024  
 0.49 AC

JEFFREY A LOGIC  
 MARY ANN LOGIC  
 104-04-23-31-200-023  
 0.49 AC

MICHAEL L MEHEVIC SR  
 LISA R MEHEVIC  
 104-04-23-31-200-022  
 0.49 AC

DONALD J CHRISTENSEN  
 JANE CHRISTENSEN  
 104-04-23-31-079-001  
 0.36 AC

BONNIE LIEBNOW  
 104-04-23-31-079-000  
 0.25 AC

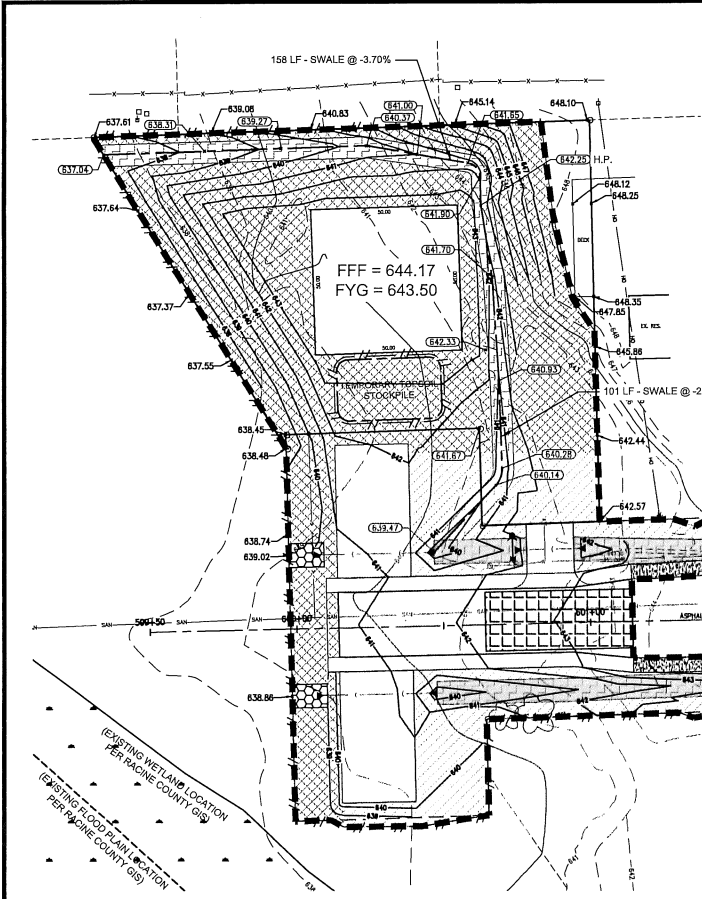
RICHARD L GEGARE  
 SHARON L GEGARE  
 104-04-23-31-070-000  
 0.25 AC

FAYE RASMUSSEN  
 104-04-23-31-078-000  
 0.29 AC

RACINE COUNTY  
 104-04-23-31-093-000  
 9.07 AC

LINDA KAY BARNHART  
 104-04-23-31-070-001  
 0.36 AC

11:08:57 AM Thursday, October 06, 2022



### CONSTRUCTION SEQUENCING

1. OBTAIN PLAN APPROVAL AND ALL APPLICABLE PERMITS.
2. HOLD A PRE-CONSTRUCTION CONFERENCE AT LEAST ONE (1) WEEK PRIOR TO STARTING CONSTRUCTION.
3. NOTIFY THE VILLAGE ENGINEERING DEPARTMENT OF THE PROJECT START DATE.
4. INSTALL CONSTRUCTION ENTRANCE.
5. INSTALL SILT FENCE BARRIER.
6. BEGIN CLEARING/CUTTING.
7. BEGIN GRADING OPERATIONS.
8. INSTALL ALL UTILITIES.
9. INSTALL ROADWAY AND TEMPORARY "T".
10. RESTORE AND INSTALL EROSION MAT WHERE NOTED ON PLANS.
11. AT CONCLUSION OF GRADING ACTIVITIES ALL NON EROSION CONTROL MAT AREAS SHALL BE SEEDED AND MULCHED.

### GRADING/EROSION CONTROL LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- 692.85 — PROPOSED FINISHED GRADES
- — CENTERLINE OF SWALE
- ■ — DISTURBED AREA (29,546 SF = 0.676 AC)
- / — SILT FENCE
- ■ — STONE TRACKING PAD
- ■ — SLOPE EROSION MAT, CLASS 1 - TYPE A
- ■ — CHANNEL EROSION MAT, CLASS 1 - TYPE B
- ■ — MEDIUM RIP RAP
- ■ — STAKED SOD

### UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERE TO. CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.

**DIGGERS HOTLINE**  
Call @ or (800) 242-8511  
www.DiggersHotline.com

### REFERENCES

ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2018 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS". THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WISDOT WEBSITE AT <http://roadwaysstandards.dot.wis.gov/standards/index.htm>

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), 2009 EDITION WITH REVISIONS 1 AND 2 INCORPORATED.

ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS" AND "VILLAGE SPECIFICATIONS".

\* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

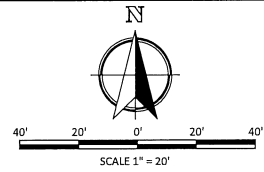
\* WHENEVER THE "STATE SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

### SITE GRADING & SUB-GRADE PREPARATION

ALL EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED BUILDING PAD, PAVEMENT SECTIONS AND STRUCTURAL FILL AREAS SHALL BE STRIPPED AND STOCKPILED AT THE LOCATION SHOWN OR AS DIRECTED BY THE GENERAL CONTRACTOR.

EXCAVATE, GRADE AND SHAPE SUBGRADE TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS FOR PAVEMENT THICKNESS AND MATERIALS.

FOR STRUCTURAL FILL DEPTHS LESS THAN 20 FEET, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION OF THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS.



THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOILS 3 PERCENT OF THE OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY RECOMMENDED / APPROVED BY THE SOILS ENGINEER MONITORING THE PLACEMENT AND COMPACTED. COHESIVE SOILS WITH MODERATE TO HIGH EXPANSIVE POTENTIALS (PI>15) SHOULD, HOWEVER, BE PLACED, COMPACTED AND MAINTAINED PRIOR TO CONSTRUCTION AT A MOISTURE CONTENT OF ±1 PERCENT ABOVE OPTIMUM MOISTURE CONTENT TO LIMIT FUTURE HEAVE.

THE FILL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 9 INCHES. THE COMPACTATION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTON. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTON.

TEMPORARY SEEDING IS REQUIRED FOR ALL STOCKPILES AND OTHER EXPOSED LAND AREAS IF NOT UTILIZED WITHIN 30 DAYS. AT THE COMPLETION OF THE PAVEMENT WORK, RE-SPREAD SALVAGED TOPSOIL TO PROVIDE A MINIMUM SIX-INCH (6") LAYER IN ALL LANDSCAPE AND LAWN AREAS. ALL DISTURBED AREAS SHALL BE RESTORED PER SPECIFIC DETAILS IN THE SITE LANDSCAPE PLAN.

UPON COMPLETION OF THE GRADING AND COMPACTON OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES THAT RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUAD-AXLE TRUCK (8 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER AND THE GENERAL CONTRACTOR'S GEOTECHNICAL ENGINEER.

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

### EROSION & SEDIMENT CONTROL NOTES

THE EROSION AND SEDIMENT CONTROL PROVISIONS DETAILED ON THE DRAWINGS AND SPECIFIED HEREIN ARE THE MINIMUM REQUIREMENTS FOR EROSION CONTROL.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE ANY REVISIONS, ADJUSTMENTS OR PROPOSED ALTERATIONS TO THE CONSTRUCTION SEQUENCING AND/OR EROSION CONTROL PLANS. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND REGULATORY OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BEST MANAGEMENT PRACTICES (BMP'S). ALL SIGNIFICANT DEVIATIONS FROM THE PLANS MUST BE SUBMITTED AND APPROVED BY THE VILLAGE OF CALEDONIA.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF ALL EROSION CONTROL DEVICES REQUIRED FOR THE PROJECT WHICH SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND THE VILLAGE OF CALEDONIA ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS. SEE THE VILLAGE OF CALEDONIA AND WDNR EROSION CONTROL PERMITS FOR ADDITIONAL DETAILS OR REQUIREMENTS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN THE WISCONSIN ADMINISTRATIVE CODE (SPS 360.21) AND MAINTAINED PER SPS 360.22.

INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:

- A. AT LEAST WEEKLY.
  - B. WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES IMMEDIATELY REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION.
- THE CONTRACTOR SHALL MAINTAIN A MONITORING RECORD WHEN THE LAND DISTURBING CONSTRUCTION ACTIVITY INVOLVES ONE OR MORE ACRES. THE MONITORING RECORD SHALL CONTAIN AT LEAST THE FOLLOWING INFORMATION:
- A. THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PRACTICES AT THE INTERVALS SPECIFIED ABOVE.
  - B. A DESCRIPTION OF THE MAINTENANCE CONDUCTED TO REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL PRACTICES. EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDNR, THE VILLAGE OF CALEDONIA OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT.

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDNR, THE VILLAGE OF CALEDONIA OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE OR LOCAL INSPECTORS AND/OR THE ENGINEER OF RECORD, SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.

ALL SEDIMENT AND EROSION CONTROL DEVICES, INCLUDING PERIMETER EROSION CONTROL MEASURES SUCH AS CONSTRUCTION ENTRANCES, EROSION CONTROL WATTLIES AND EXISTING INLET PROTECTION SHALL BE INSTALLED PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED.

INSTALL EROSION CONTROL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDNR TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. CONTRACTOR SHALL INSTALL SILT FENCING AT DOWNSLOPE SIDE OF STOCKPILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE (WHEN NECESSARY OR AS REQUIRED BY LOCAL INSPECTORS AND/OR ENGINEER OF RECORD).

EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):

- A. PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
- B. BACKFILL, COMPACT AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
- C. ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE DISCHARGED INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061 AND BMP'S PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM OR DRAINAGE DITCH. PUMPED WATER CAN BE TREATED IN FILTER BAGS, STONE FILTERS OR SIMILAR DEVICES. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.

ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRING VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059 AND THE VILLAGE OF CALEDONIA ORDINANCE.

ALL DISTURBED SLOPES EXCEEDING 5:1, SHALL BE STABILIZED WITH CLASS 1, TYPE A EROSION MATTING OR APPLICATION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) APPROVED (POLYMER) SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED DMSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052.

PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEP AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AT THE END OF EACH WORK DAY AND AS REQUESTED BY THE VILLAGE OF CALEDONIA.

EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.



**Nielsen Madsen + Barber**  
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**BUCKLEY ROAD EXTENSION  
SITE GRADING &  
EROSION CONTROL PLAN**  
FOR  
**DONALD AND JANE CHRISTENSEN**  
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

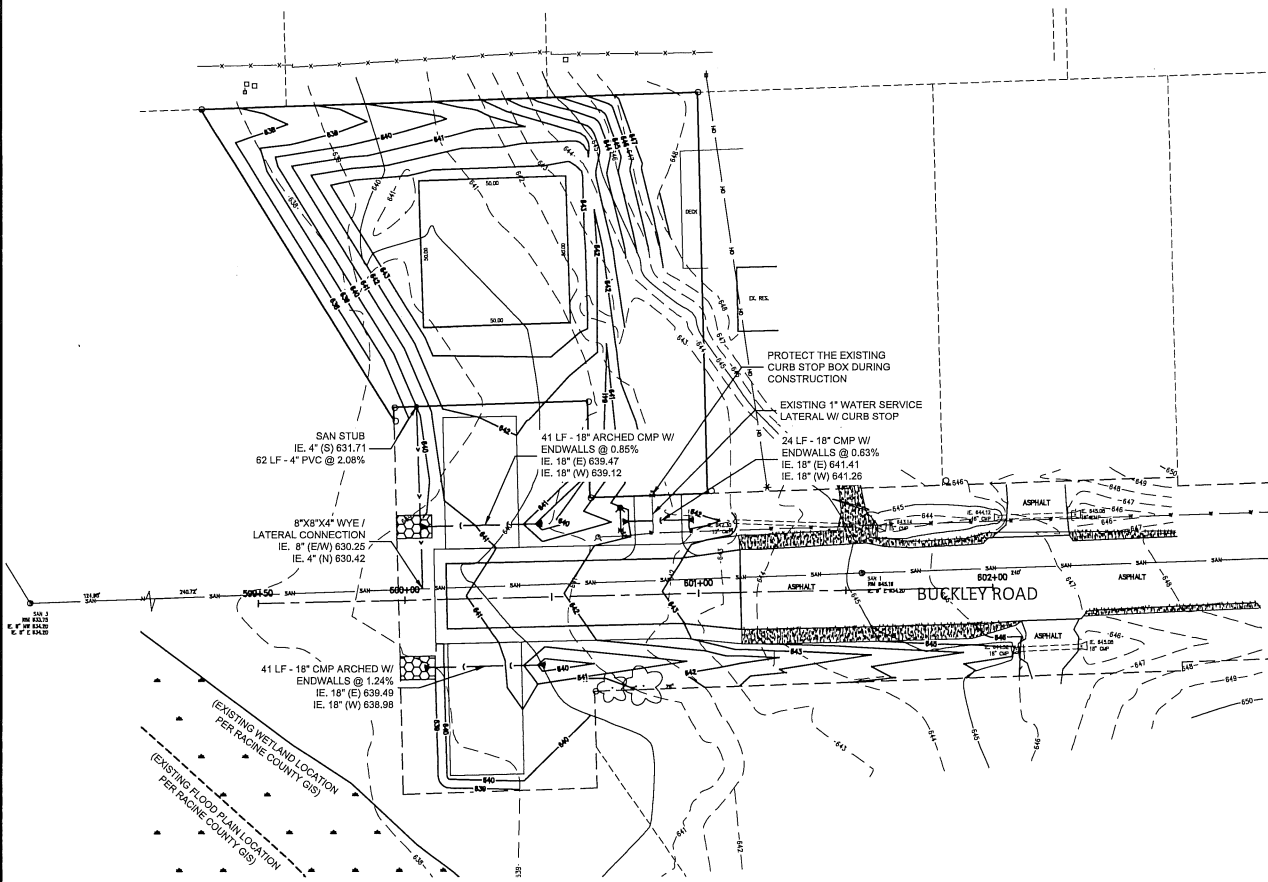
NO.	REVISION	DATE

PROJ. MGR: MRM  
DRAFTED: JMS  
DATE: 6-30-2022  
CHECKED: ALL  
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**ISSUE FOR APPROVAL: 10-6-2022**

Thursday, October 05, 2022 11:10:02 AM



LOT #	DOWNSTREAM NH	DISTANCE FROM NH (FT)	LATERAL LENGTH (FT)	S.L. @ PROPERTY LINE	RISER HEIGHT (FT)	LATERAL SIZE
1	EX SAN 3	216	62	631.71	4"	

**NOTE**

CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES OR OTHER UTILITIES PRIOR TO STARTING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

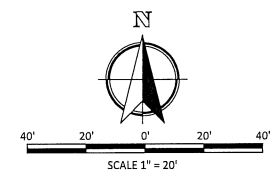
**UTILITY NOTE**

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**UTILITY PLAN LEGEND**

- EXISTING SANITARY SEWER
- ← PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING STORM SEWER
- ← PROPOSED STORM SEWER



**UTILITY CONSTRUCTION GENERAL NOTES**

- ALL APPLICATIONS AND CONNECTION FEES FOR WATER SERVICES MUST BE SUBMITTED AND PAID PRIOR TO CONNECTION TO THE PUBLIC SYSTEMS.
- THE CONTRACTOR SHALL PROVIDE 7 DAYS NOTICE TO THE VILLAGE OF CALEDONIA BEFORE COMMENCING CONSTRUCTION ON ANY WATERMAIN IMPROVEMENTS.
- THE CONTRACTOR SHALL CONTACT THE VILLAGE OF CALEDONIA 72 HOURS PRIOR TO PROPOSED WATERMAIN SHUTDOWNS OR ANY WORK THAT MAY INTERFERE WITH EXISTING WATER SERVICE. ALL EXISTING VALVES, HYDRANTS, AND OTHER WATERMAIN INFRASTRUCTURE SHALL ONLY BE OPERATED BY THE VILLAGE OF CALEDONIA.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES AND OTHER ADJACENT UTILITIES PRIOR TO COMMENCING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.
- DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.
- CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO HAVE THE ADJACENT UNDERGROUND PUBLIC UTILITIES LOCATED. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDWNR TECHNICAL STANDARD 2063. PUMPED WATER CAN BE TREATED IN RETENTION BASINS, FILTER BAGS, STONE FILTERS OR BY OTHER WORK APPROVED METHODS. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.
- AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

**SANITARY SEWER SPECIFICATIONS**

- SANITARY SEWER LATERAL PIPE MATERIAL SHALL BE FOUR-INCH (4") PVC CLASS SDR-35 WITH INTEGRAL BELL TYPE ELASTOMERIC JOINTS CONFORMING TO THE REQUIREMENTS OF ASTM D3034, ASTM D3212 AND F-789/PS46 WITH RUBBER GASKETS. SANITARY LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 392.35. LATERAL CLEAN-OUT RISERS SHALL BE SIX-INCH (6") DIAMETER WITH EIGHT-INCH (8") DIAMETER FROST SLEEVE CONSTRUCTED OF THE SAME MATERIAL. THE CLEANOUT RISERS SHALL TERMINATE FOUR INCHES (4") BELOW FINISHED GRADE WITH A SCREW ON CAP. THE FROST SLEEVES SHALL BE BROUGHT UP TO JUST BELOW FINISHED GRADE AND COVERED WITH A WEAHAR R-3487 FRAME WITH A SOLID LID.
- SANITARY SEWER BACKFLOW PREVENTOR SHALL BE CONSTRUCTED WITH A CLEAN CHECK EXTENDABLE BACKWATER VALVE MODEL MADE BY RETORSEAL OR AN APPROVED EQUAL.
- A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE SANITARY SEWERS AND LATERALS PER SPS 392.30(1)(ii). THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE PROPOSED STRUCTURES. FOR THE SANITARY SEWER LATERALS, THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS (FOR EACH SYSTEM INSTALLED) AND ENCLOSED IN A RISER BOX WITH "SEWER" ON THE COVER.
- WIRE SPLICES SHALL BE IN ACCORDANCE WITH STANDARD ELECTRICAL PRACTICES. ACCEPTABLE WIRE SPLICES ARE BRASS SPLIT BOLTS, DRYCONN WATERPROOF CONNECTORS, SNAP-LOC MODEL LV 9500, OR APPROVED EQUAL. WIRE NUTS ARE NOT ACCEPTABLE.
- BRANCH CONNECTIONS UTILIZING SPLIT BOLTS - SPLICE BRANCH TRACER WIRE TO MAIN TRACER WIRE USING THE FOLLOWING PROCEDURE: BARE TRACER WIRE ON MAIN LINE (DO NOT CUT); CONNECT BRANCH WIRE TO MAIN LINE WITH BRASS SPLIT BOLT; AND SEAL CONNECTION WITH RUBBER ELECTRICAL TAPE AND OVER WRAP WITH TWO LAYER OF POLYETHYLENE ADHESIVE TAPE 1-1/2" WIDE AND 8MM THICK.
- BRANCH CONNECTIONS UTILIZING OTHER APPROVED CONNECTORS - FOLLOW MANUFACTURER'S RECOMMENDATIONS.

**STORM SEWER SPECIFICATIONS**

- MATERIAL FOR STORM SEWERS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES (SPS) AND VILLAGE OF CALEDONIA SPECIFICATIONS.
- STORM SEWER CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN", 6TH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS THE "STANDARD SPECIFICATIONS".
- CORRUGATED STEEL CULVERT CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 521 OF THE "STATE SPECIFICATIONS" AND THE VILLAGE OF CALEDONIA SPECIFICATIONS.
- BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".
- ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED TO INSTALL UNDERGROUND UTILITIES SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE VILLAGE OF CALEDONIA SPECIFICATIONS.
- AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.



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**BUCKLEY ROAD EXTENSION**  
 MASTER UTILITY PLAN  
 FOR  
 DONALD AND JANE CHRISTENSEN  
 VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	REVISION	DATE

PROJ. MGR: MBM  
 DRAFTED: JMS  
 DATE: 9-30-2022  
 CHECKED: ALL  
 DATE: 10-3-2022

2022.0172.01  
 SHEET  
**C-6**

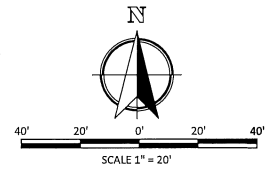
**ISSUE FOR APPROVAL: 10-6-2022**



NO.	REVISION	BY	DATE

PROJ. MGR: MRM  
 DRAFTED: JWB  
 DATE: 9-30-2022  
 CHECKED: ALL  
 DATE: 10-3-2022

2022.0172.01  
 SHEET  
**C-7**



**LEGEND**

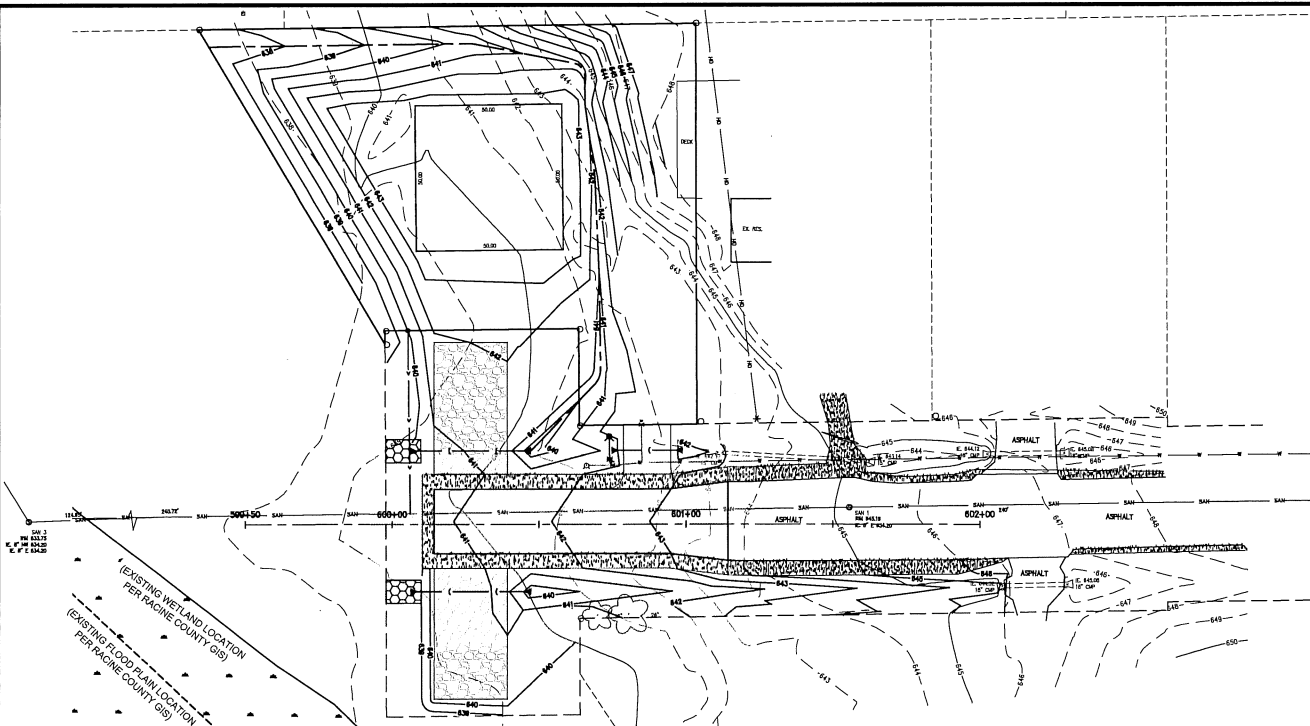
- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- ▭ PROPOSED ASPHALT PAVEMENT ROADWAY
- ▨ PROPOSED GRAVEL SHOULDER
- ▭ PROPOSED GRAVEL TEMPORARY "T"

**PAVEMENT SPECIFICATIONS**

DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEETS OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS".

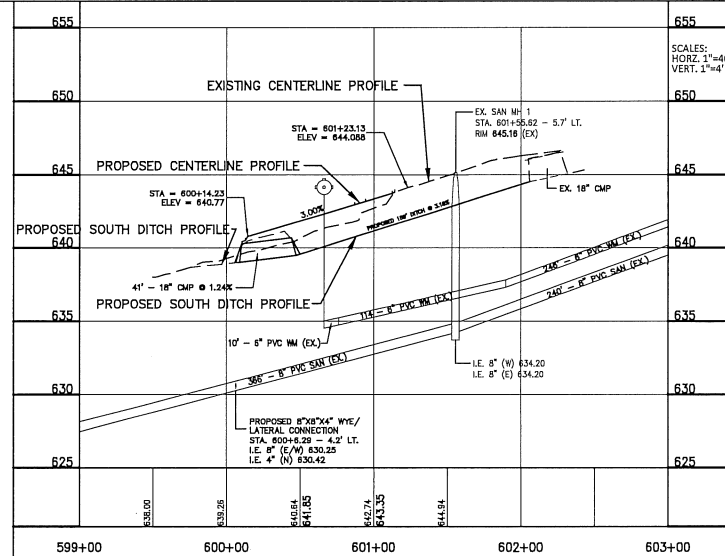
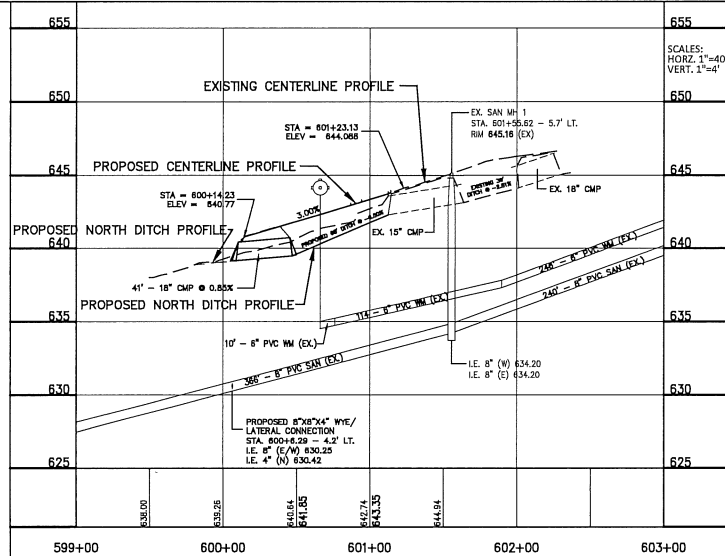
ASPHALTIC CONCRETE PAVEMENT SHALL BE WISC DOT 3 LT-S8-28-S (BINDER) AND 5 LT-S8-28-S (SURFACE) MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEETS OF THE PLAN SET.

CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLES, VALVE BOXES, ETC.) TO MATCH THE FINISHED GRADES OF THE AREA AFFECTED BY THE CONSTRUCTION.



**BUCKLEY ROAD (NORTH DITCH)**

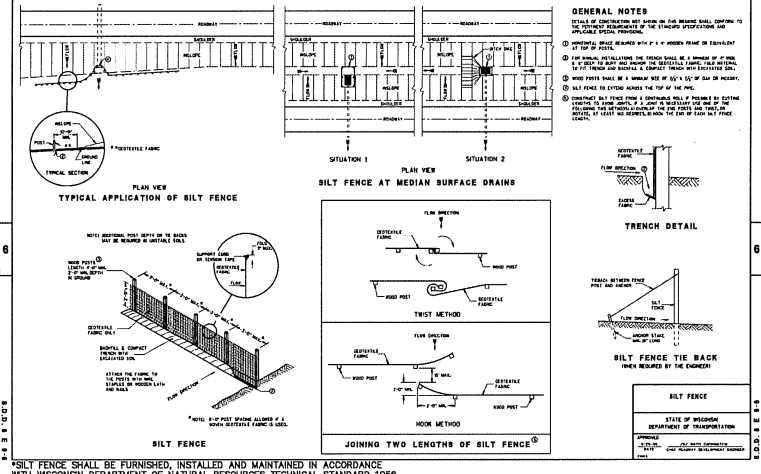
**BUCKLEY ROAD (SOUTH DITCH)**



DRAWING: WISCONSIN 500, 6042E, 11/11/2022, 11:11:00 AM

Thursday, October 06, 2022 11:52:17 AM

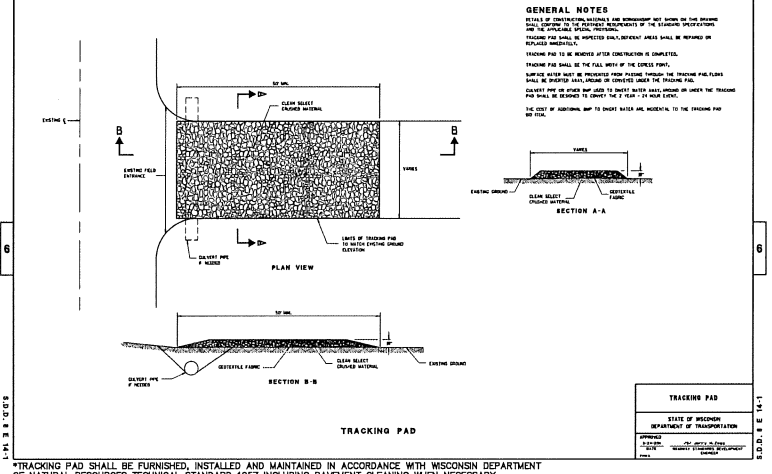
SDD 8e9 Silt Fence



1 SILT FENCE DETAIL

N.T.S.

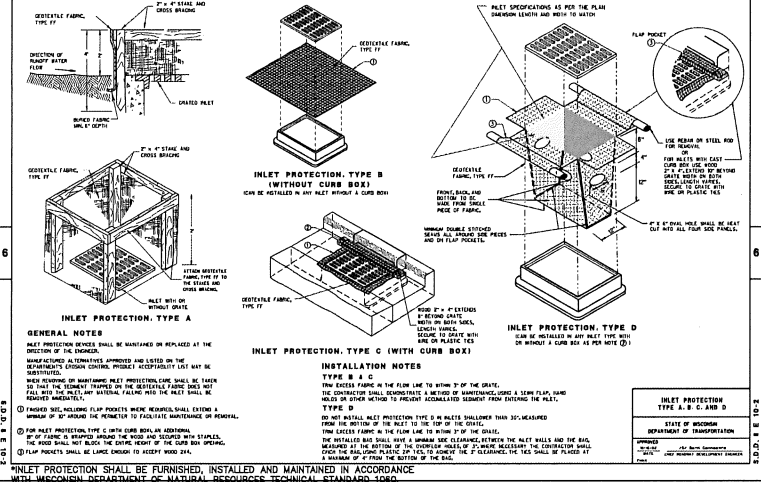
SDD 8e14 Tracking Pad



2 TRACKING PAD DETAIL

N.T.S.

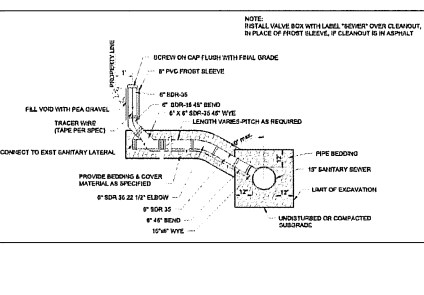
SDD 8e10 Inlet Protection Type A, B, C and D



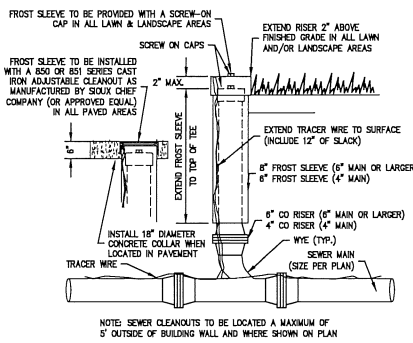
3 INLET PROTECTION DETAIL

N.T.S.

4 PVC SANITARY SEWER RISER LATERAL DETAIL



5 SEWER CLEANOUT (CO) RISER DETAIL



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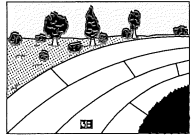
**BUCKLEY ROAD EXTENSION & TYPICAL SECTIONS & CONSTRUCTION DETAILS**  
FOR  
**DONALD AND JANE CHRISTENSEN**  
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	REVISION	DATE

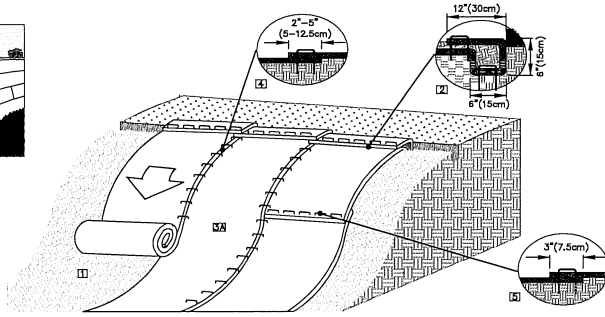
PROJ. MGR: MBM  
DRAFTED: JWB  
DATE: 9-30-2022  
CHECKED: ALL  
DATE: 10-3-2022

2022.0172.01  
SHEET  
**C-8**

ISSUE FOR APPROVAL: 10-6-2022



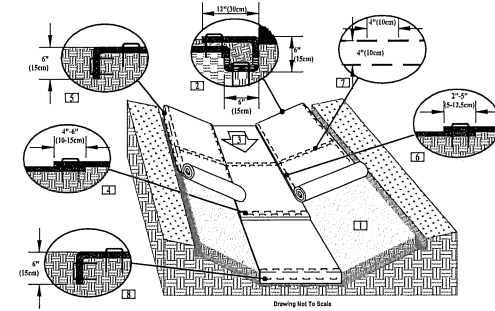
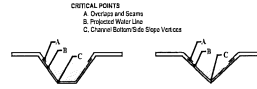
NOTE:  
In loose soil conditions, the use of staples or stake lengths greater than 9"(15cm) may be necessary to properly secure the RECPA.



1 SLOPE INSTALLATION OF EROSION MAT DETAIL

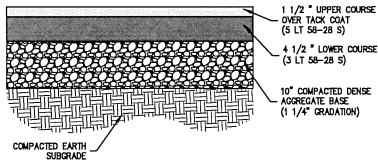
N.T.S.

NOTES:  
\*Horizontal slope spacing should be altered if necessary to allow staples to secure the critical points along the channel surface.  
\*\*In loose soil conditions, the use of staples or stake lengths greater than 9"(15cm) may be necessary to properly secure the RECPA.



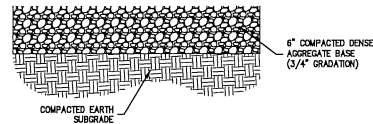
2 CHANNEL INSTALLATION OF EROSION MAT DETAIL

N.T.S.



3 HEAVY-DUTY ASPHALT PAVEMENT (6") (TYPICAL SECTION)

N.T.S.

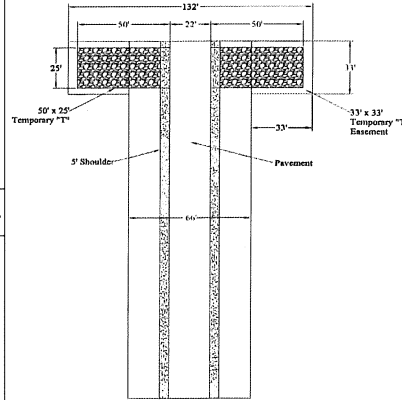


4 LIGHT-DUTY GRAVEL SHOULDER SECTION (6") (TYPICAL SECTION)

N.T.S.

Chapter 1 - Road Construction, Drainage and Development

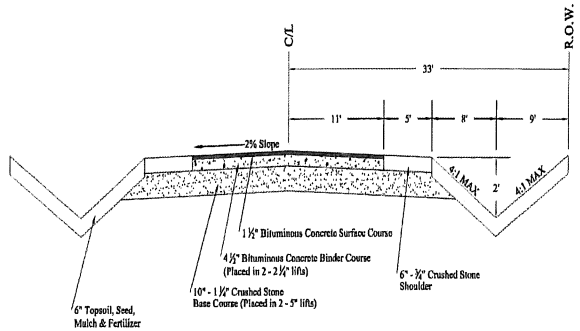
Village of Caledonia Rural Temporary "T"



13

6 VILLAGE OF CALEDONIA RURAL TEMPORARY "T" DETAIL

N.T.S.



5 VILLAGE OF CALEDONIA RURAL LOCAL ROAD CROSS SECTION

N.T.S.



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BUCKLEY ROAD EXTENSION  
TYPICAL SECTIONS &  
CONSTRUCTION DETAILS  
FOR  
DONALD AND JANE CHRISTENSEN  
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: AMB  
DRAFTED: 2022  
DATE: 9-30-2022  
CHECKED: ALL  
DATE: 10-3-2022

2022.0172.01  
SHEET  
C-9

ISSUE FOR APPROVAL: 10-6-2022

**RESOLUTION NO. 2022-116  
(11/21/2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO  
APPROVE A DEVELOPMENT AGREEMENT WITH DAVID NEWELL & TRACIE BRISKO-  
NEWELL FOR THE EXTENSION OF WEST JOHNSON AVENUE**

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

**WHEREAS**, the Owners, David Newell & Tracie Brisko-Newell are owners of property on an unimproved section of West Johnson Avenue.

**WHEREAS**, the Owners, David Newell & Tracie Brisko-Newell have submitted and have received approval for a CSM for the creation of a new lot on their property. The intent is to construct a single-family home on the newly created lot. In order for the Village to allow a home to be constructed on the new lot, West Johnson Avenue will need to be improved/constructed as a Village Road in front of the new lot.

**WHEREAS**, the Owners, David Newell & Tracie Brisko-Newell have submitted construction plans and have received approval from the Engineering Department for the construction of the West Johnson Avenue Extension.

**WHEREAS**, the Owners, David Newell & Tracie Brisko-Newell have executed the Development Agreement and have provided the appropriate financial guarantee for the construction of the West Johnson Avenue Extension.

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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Development Agreement between the Village of Caledonia, Purpose Contracting Asphalt LLC. and David Newell & Tracie Brisko-Newell as set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized, and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Development Agreement.

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

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Lee Wishau  
Acting Village President

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

## DEVELOPMENT AGREEMENT

### West Johnson Avenue Road Extension (Brisko-Newell CSM Parcel ID 51-104-04-23-30-022-001)

**THIS DEVELOPMENT AGREEMENT, (the “Agreement”)**, effective as of the date last executed by any Party hereto, is made and entered into by and between **DAVID NEWELL and TRACIE BRISKO-NEWELL**, their successors and assigns, (the “Developer”), the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the “Village”), and **PURPOSE CONTRACTING ASPHALT LLC** being a Wisconsin Limited Liability Company (the “Contractor”) (Developer, Village, and Contractor are collectively referred to as “the Parties”);

### INTRODUCTION

- A. The Village is located in Racine County, Wisconsin.
- B. Developer is the sole record-title owner of a parcel of real property previously platted (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, and which is legally described and depicted on the attached **Exhibit A**.
- C. The Village has previously approved, subject to conditions, the certified survey map of the Property legally dividing the Property into two (2) lots (“the CSM”), upon compliance with the Ordinances of the Village, which requires that the Developer enter into a suitable contract with the Village relative to the construction of a road extension of West Johnson Avenue as set forth in Resolution No. 2022-71 attached hereto as **Exhibit B**.
- D. As a part of the division of the Property, the Developer wishes to contract directly with the Contractor for the purpose of constructing the roadway improvements prior to acceptance by the Village pursuant to Titles 14 and 18 of the Village’s Code of Ordinances.

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

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

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

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

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

2. **Definitions.**

*Public Improvements* shall mean all public improvements to be constructed under this Agreement, including grading, erosion control, drainage and all requisite public improvements, Public Roads, including any required curb and gutter, and Storm Water Utilities.

*Public Roads* shall mean all public rights-of-way in the CSM, including any required curb and gutter.

*Storm Water Utilities* shall mean the storm sewer utilities.

3. **Consent of the Village.** The Village hereby grants permission to the Developer and the Contractor to undertake and do the Construction Project for the Property as a private project on private property (as opposed to a Village project requiring compliance with the public bidding statutes).

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

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

6. **Public Improvements; Dedication and Construction.**

(a) **Property Improvements Generally.** Developer shall prepare, at its expense and per applicable Village Ordinances and the requirements of this Agreement, complete plans for construction of the Property's Public Improvements, including for the Public Roads, and Storm Water Utilities as shown on the approved **Exhibit A** to this Agreement, and approved plans

prepared by Ellena Engineering Consultants and dated October 8, 2022 and professional engineered stamped on the same date for the Public Improvements subject to any conditions and requirements of the Village's Engineering Department which are incorporated herein by reference (the "Plans"). The Public Improvements', Public Roads' and Storm Water Utilities' design and plans shall conform to the Village's minimum standards for public utilities and public roads then in effect unless otherwise agreed to in writing by the Developer and the Village, and such plans and specifications shall be submitted to and approved by the Village. In the event of any conflict between the minimum design standards in the Village's Code of Ordinances and the requirements of this Agreement, the more restrictive shall control except as expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of Property improvements and Public Improvements.

(b) **Storm Water Utilities Construction**. Developer's design engineer shall stake all the Storm Water prior to construction. Developer shall be responsible for constructing the Storm Water Utilities at Developer's expense and per approved Plans. Developer's construction work shall be subject to inspection by the Village, or the Village's designee. Developer shall construct the Storm Water Utilities utilizing granular backfill, as set forth in the approved Plans and as required by Village Ordinances. The CSM is conditioned upon the Village's acceptance of the Public Improvements and the Property (and the lots therein) being serviced with public sewer and water services, and Developer agrees to enter into agreements to grant to the Village, as appropriate all easements, if applicable and deemed necessary for the furnishing of public sewer and water services to the lots in said Property.



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

(c) **Public Roads Construction**. After acceptance of the Storm Water Utilities by the Village, the Developer and Contractor shall thereafter construct, at Developer's expense, the base construction, including asphaltting, in compliance with applicable Village standards and Ordinances for public roads. When such base construction, including asphaltting, has been completed by the Developer and Contractor, inspected, tested and approved by the Village Engineering Department, and after all lien waivers respecting the Public Roads have been provided to the Village, the Village shall accept such construction, subject to maintenance guarantees then provided in the Village Ordinances, this Agreement and such other guarantees as the Village Board may deem necessary to protect the Village in the event that there is an identified deficiency in the construction that warrants a longer guarantee period of time. It is anticipated that the Public Roads construction, including binder and surface asphaltting, as further described herein shall be done in 2022. The Developer and Contractor shall be responsible for regrading and shaping the Public Roads at its expense prior to the asphaltting work being done by the Contractor. After construction of base course of the Public Roads is approved and accepted by the Village, the Contractor shall fine grade the stone base and install four and one-half (4½) inches of binder asphalt, in two (2) layers per Village Engineering Department specifications, on all such Public Roads or parts thereof within the Property which the Developer and Contractor are required to construct hereunder. The Village Engineering Department shall inspect such work for compliance with Village Ordinances and if such work complies, shall accept such work which shall constitute "substantial completion" in accordance with Sec. 236.13, Wis. Stat.

When authorized to install the surface course of asphalt by the Village's Engineering Department, the Contractor shall patch if necessary, based on inspection by the Village Engineering Department. A final inspection shall be completed by the Village Engineering Department to determine if any repairs need to be made. The binder course should be swept clean prior to placing any tack coat. The Contractor shall install one and one-half (1-1/2) inches of surface asphalt and the Developer and Contractor shall complete the final work except for any manhole and water box adjustments on such Public Roads in the Property. Developer agrees that it is financially responsible for the costs for all asphalt and installation of the asphalt binder and surface courses, but the Contractor shall be responsible to perform such work, either directly or through contracted third-parties. Developer and Contractor shall also abide by the provisions of Resolution 2000-26, relating to street barricades, which is incorporated herein by reference.

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

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

- 1) The Village may, at its option, complete and finish the work by doing such remaining work (the "Completion Work") as a publicly-bid Village project; and
- 2) The Developer shall pay to the Village all costs incurred by the Village in doing the Completion Work; and
- 3) Without in any manner limiting its available remedies under the law, the Village may obtain payment of all such costs for the Completion Work through a levy of special assessments and/or special charges (collectively referred to as the "Special Assessment") on the Property pursuant to the terms and provisions of Section 66.0703 of the Wisconsin Statutes and/or any other applicable statutes. Developer hereby waives all procedural rights that Developer may have under the laws of the State of Wisconsin with respect to such an imposition of the Special Assessment on the Property for items required of Developer herein. This waiver includes, but is not limited to, the requirement of a written notice and a public hearing as required under Section 66.0703 of the Wisconsin Statutes and/or any other special assessment statutes.

7. **Drainage Facilities.**

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

the Public Improvements or to any other drainage structures or appurtenances, including drainage tiles, shall be repaired, restored or rerouted by Developer in accordance with this Agreement.

(b) **Maintenance**. Further, Developer shall be liable and responsible for the proper maintenance of the storm water easements, including any detention or retention basins if applicable. Such maintenance shall include the control of weed and algae growth. Such liability and responsibility shall continue with Developer until such time as the ownership of each lot is transferred and such subsequent owner assumes such obligations. Such maintenance shall be carried out in conformity with applicable Village ordinances and any written directive for corrections or maintenance from the Village.

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

(d) **Default**. In the event of any default in the obligations to properly repair damage caused during construction or to maintain the drainage easements, including any retention or detention basins, the Village may cause said maintenance to be provided and may charge the Developer or subsequent owner for said costs. In addition, the Village, at its option, may cause all such costs including any engineering, legal, and administrative costs with respect to the same, to be assessed against the Property or the lot within the Property that is assigned responsibility for

such drainage facility, all as provided in Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village ordinance.

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

(a) **Public Improvements Costs and Security.** In order to secure Developer's satisfactory completion of the Public Improvements including but not limited to the Storm Water Utilities and Public Roads, Developer has opted to post with the Village a letter of credit, in a form and from an issuer satisfactory to the Village, in an amount of **\$93,314.00** (the "Security"), which amount equates to 120% of the Public Improvements' estimated total cost (including the cost for asphaltting). Developer shall post the Security with the Village prior to the required staking by the Developer. After completion satisfactory to the Village as set forth in this Agreement of each of (1) the Storm Water Utilities and (2) the Public Road's stone course, the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work upon receipt by the Village of lien waivers. The release of security shall be accomplished incrementally as portions of the work are completed and accepted by the Village and invoices for asphaltting work have been paid by Developer. After invoices have been paid for asphaltting work and the courses have been accepted, only that portion of the Security necessary to secure completion of the remaining Public Improvements work plus 10% of the original Security total of **\$7,776.00** shall be retained by the Village as security for an additional fourteen (14) months to secure the Developer's obligations during the Guaranty Period and to ensure completion of the remaining Public Improvements. In calculating the retention amount of the security, such amount shall not include the original 20% contingency. Developer may, at its option, substitute an additional cash bond for the remaining amount on the letter of credit for the remaining Public Improvements work, plus 10% of the original Security.

The Village may utilize the remaining security for repair and maintenance of the Public Roads, as well as for additional amounts needed to complete the asphaltting of the streets if the Developer does not perform, after notice, its repair, maintenance and/or reconstruction responsibilities during the Guaranty Period. In the event any such fund is inadequate to pay for such work, the Developer, upon written demand by the Village, shall pay to the Village any such deficiency. In addition to any other remedies the Village may have, the Village shall be entitled to impose a special assessment or special charge against the Property for any deficiencies not paid in accordance with Section 29 of this Agreement.

If Developer fails to complete the Public Improvements within one year of initial staking, the Village shall draw on the Security without further notice to Developer to complete the remaining Public Improvements.

(b) **Guaranty**. Developer shall warrant and guarantee the Public Improvements in good condition and in compliance with the Village's standards and specifications for a minimum period of one (1) year after acceptance of the courses of asphalt (the "Guaranty Period"). The Developer shall be liable for all maintenance (except snow plowing) and repair of the road, shoulders and curb and gutter as applicable for a period of at least one (1) year. The Village Board may require a longer guaranty period based upon the site conditions, time when construction is to be carried on, and any other factors affecting the road or its stability. In the event any defect(s) is discovered during such one-year time period, the Village shall notify the Developer and Contractor in writing, and the Developer and Contractor shall cause such defect(s) to be corrected within Sixty (60) calendar days (or within such shorter period designated by the Village if the public health and safety so require). If the Developer and/or Contractor shall fail to do so within such 60-day time period (or if the public safety sooner requires the remedied

work to be done and the Developer/Contractor are not able to timely do so), then the Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the Village for any costs incurred by the Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

If the Guaranty Period is extended beyond the length of the letter of credit, another letter of credit shall be tendered (or the existing one renewed upon the mutual agreement of the Developer and the Village) to the Village as a replacement for the length of the Guaranty Period. In the case of the asphaltting work for the Public Roads, this Guaranty Period includes the time period between acceptance of the binder course of asphalt and installation and acceptance of the surface course of asphalt. The Guaranty Period, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Public Improvements. The Village shall utilize any or all retained Security during the Guaranty Period toward the costs of any necessary repairs of the Public Improvements if Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. The Parties recognize that the Guaranty Period lasts longer than 14 months and if the Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement and the Village takes action to perform the repair and maintenance, the Developer shall reimburse the Village for costs incurred in doing so within thirty (30) days of written notice of such costs. If Developer fails to reimburse the Village for such costs, including but not limited to actual attorney's fees and costs, engineering fees and costs, and administrative costs, in addition to any other remedies the Village may have, the Village shall be entitled to specially assess its costs against the Property in accordance with Section 29 of this Agreement.

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

9. **Sale of Lots**. Developer or its successors in title shall not sell, convey or transfer any land abutting upon a street or portion thereof dedicated by such CSM until the following have occurred: (1) this Agreement is executed and recorded; (2) all Security has been deposited with the Village (by such time as is herein provided); (3) the Storm Water Utilities have been installed and accepted by the Village; and (4) all Public Roads have been constructed in accordance with



the terms of the Village's subdivision Ordinance, the Village standards for construction of streets and highways, other applicable Village Ordinances, and this Agreement.

10. **Sewer and Water.** The approval of the CSM was conditioned upon all parcels being serviced with public sewer and water service by the Village's Utility Districts. All fees applicable to the connection and service of the Property to the public sewer and water systems shall be borne by Developer or individual lot owners, and any use of such systems shall be subject to all applicable use restrictions.

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

specifications under consideration until the deposit is received. Within sixty (60) days after completion of all construction contemplated under this Agreement, the Village shall furnish Developer with a statement of all such costs incurred by it with respect to such Property. Any excess funds shall be remitted to Developer, and any costs in excess of such deposit shall be paid by Developer upon demand. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

12. **Land Division Fee.** Pursuant to Title 14, Chapter 1, the Developer shall pay a land division fee for two (2) parcels created by the CSM as a cash payment to the Village.

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

14. **As-Built Plans.** Upon written acceptance of all improvements by the Village, the Developer's engineer, at the Developer's expense, shall provide to the Village one complete set of Grading and Stormwater facilities as-built plans and profile sheets. In addition, at the Developers expense, shall prepare and provide to the Village one complete set of plans on reproducible mylar or similar material as agreed by the Village Engineer Department, two sets of prints indicating actual constructed locations and elevations, and one set of electronic drawings (PDF) and associated files compatible with a computer-aided design (CAD) system maintained by the Village. The as-built plans shall be prepared by modification of the construction drawings to reflect as-built data for streets, site grading, and all other relevant public improvements. Changes

to base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of the Developer, shall be reimbursed to the Village by the Developer whether or not such items are enumerated in this Agreement.

15. **Building Permits and Lot Construction.** Until the Public Improvements provided herein to be installed to service the Property have been installed to the reasonable satisfaction of the Village Engineering Department, no building permits shall be issued as to lots in the Property; provided, however, that building permits may issue as to lots fronting on streets within the Property if the binder course for the streets has been installed and accepted by the Village. If there are paving delays that extend into winter, then the Developer shall be responsible for plowing of the snow through winter months on the Village's rights-of-way that are unpaved. Construction activities related to improvements upon any lot shall not spill over onto other Property. Finished yard grades and grading plans must be approved by the Village Engineering Department before construction may commence and the lot owner shall be responsible for the costs of any review at the time of building permit review.

16. **Laws To Be Observed.** The Developer and Contractor shall at all times observe and comply with all federal, state and local laws, regulations and ordinances (collectively, the "Laws") which are in effect or which may be placed in effect and impact the conduct of the work to be accomplished under this Agreement to construct the Public Improvements and Private Improvements, inclusive of repairs, replacements and alterations (**the "Work"**). The Developer and Contractor shall indemnify and hold harmless the Village and its agents, officers and employees, against any claims or liability directly arising from or based on the violation of any such Laws by the Developer or its principals, agents, employees or contractors, except to the extent that such claims or liability arise by virtue of the negligence or willful misconduct of the Village

and any of its agents, contractors, officers or employees. The Developer and Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work to be completed under this Agreement.

17. **Public Protection and Safety.** The Village shall not be responsible for any damage, bodily injury or death arising out of the Work whether from maintaining an “attractive nuisance” or otherwise, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. Where apparent or potential hazards actually known by the Developer and Contractor that occur incident to the conduct of the Work, the Developer and Contractor shall provide reasonable safeguards. Developer shall, however, still be solely responsible for the means and the methods used for the construction of the Work. The Village, Developer and Contractor do not waive, and shall retain, all defenses to third party claims pursuant to applicable law.

18. **Survey Monuments.** The Developer and Contractor shall exercise all reasonable efforts to assure that all survey or other monuments required by Statute or Ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer and Contractor.

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

20. **Erosion Control.** During the course of the development of the Property, the Developer shall be responsible to ensure that reasonable steps are taken to prevent erosion from lands within the CSM and the siltation therefrom being carried into streets rights-of-way, street-

side ditches, drainage ditches, easements, culverts, drains, waterways, lakes and streams. To prevent such erosion and siltation the Developer shall conform to the practices as set forth in the erosion control plan located in the Construction Plans and all Construction Site Storm Water Permits issued by the Department of Natural Resources. In the event of any such erosion or siltation, the Developer and Contractor shall be responsible for removing all such siltation from and restoring all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the Village. The Developer shall be responsible for ensuring that its contractors utilize construction means and methods that minimize, to the extent possible, nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the Developer shall obtain a land disturbance permit from the Village.

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

22. **Indemnification/Hold Harmless Agreement.** The Developer hereby does, jointly and severally, expressly agree to indemnify and hold the Village and its respective elected and appointed officers, employees, engineers and agents harmless from and against all claims, judgments, damages, costs, expenses and liability of every kind and nature, including but not limited to any reasonable actual fees for attorneys and experts retained by the Village in conjunction with this Agreement, for any injury or damage received or sustained by any person or entity in connection with, on account of, or in any way relating to the Property, Construction

Project including Developer's performance of work relating thereto, or this Agreement and any other liability of any nature whatsoever, that may arise, directly or indirectly as a result of:

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

Such indemnification, however, shall not apply to any intentional torts and/or acts of negligence on the part of the releases and shall not apply to injury or damage arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers or employees. The Developer further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning or relating in any way to the Property or CSM or this Agreement, unless said suit is brought by the Developer or due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers or employees. The Developer and Contractor are not agents or employees of the Village. All work or obligations to be performed by the Developer and Contractor pursuant to the terms of this Agreement shall be done in accordance with (i) all applicable state, federal and local laws, rules, ordinances and regulations; and (ii) the terms and provision of this Agreement.

23. **Indemnification for Environmental Contamination.** The Developer and Contractor, as applicable, shall indemnify, defend, and hold the Village, and its respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including actual fees for attorneys and consultants) that arise as a

result of the presence in or on property owned by the Village or any Village right-of-way (“Village Parcels”) of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the “Substance”) arising from any activity conducted by the Developer, Contractor, or any third parties, or by the Developer’s respective employees, agents or contractors, except as to injury or damage arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of their agents, contractors, officers or employees. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the Village in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substances on or in the Village Parcels, whether in the soil, groundwater or air unless its due to the Village’s willful neglect or misconduct.

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

In the event the Developer and Contractor is obligated to indemnify the Village against claims arising under this Section, Developer and Contractor shall take all necessary steps to ensure that the Village receive written confirmation from the appropriate governmental authority of the satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the Village Parcels migrated from

an offsite source (the “Closure Documents”). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry including, without limitation, the GIS Registry. Developer and Contractor shall be responsible for any continuing obligation imposed by any appropriate governmental authority as a continuing indemnity for the Village.

24. **Insurance Requirements.**

(a) **General:** The Developer and Contractor shall obtain insurance reasonably acceptable to the Village as required under this section and such insurance which shall, by specific endorsement to said policy, name the Village, on a primary and non-contributory basis, as an additional insured or loss payee as the Village shall direct. The Developer and Contractor shall maintain all required insurance under this section until the Village has accepted dedication of all Public Improvements and for the duration of the Guaranty Period. Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The Village reserves the right to reasonably disapprove any insurance company.

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

Employer’s Liability	\$100,000.00 per occurrence
Comprehensive Motor Vehicle Liability,	\$1,500,000.00 per Bodily Injury Accident & Property Damage Combined
Comprehensive General Liability Bodily Injury	\$1,500,000.00 per accident; \$2,000,000 per project General Aggregate



Property Damage Combined	\$1,000,000.00 aggregate; \$2,000,000 per project General Aggregate
Worker’s Compensation	Statutory Limits
Builder’s Risk (as deemed applicable by Village)	All Risk Type; Total Value of Project
Installation Floater	All Risk Type; Total Value of Project
Umbrella	\$2,000,000 aggregate

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

(c) **Owner’s Protective Liability (Independent Contractor Insurance).**

The liability limits shall be the same as those of the Comprehensive General Liability Policy.

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

26. **Miscellaneous Provisions.**

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

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

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

- i. The terms and provisions of this Development Agreement
- ii. All applicable governmental laws, rules, regulations, statutes and ordinances; and
- iii. All directives, rules and regulations of the Village, and its officers, employees and agents; and
- iv. All drawings, plans, specifications, or diagrams required by and approved by the Village.

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

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

f. **Entire Agreement.** This Agreement and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein. This Agreement may be modified only in writing signed by all Parties.

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

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

i. **Amendments to Agreement.** This Agreement shall not be amended orally but only by the written agreement of the Parties signed by the appropriate representatives of each Party and with the actual authority of each Party.

j. **Agreement Runs with the Land.** This Agreement shall be binding upon the Developer, and its successors in title or assigns, and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners and all subsequent owners of the Property or any portion thereof. This Agreement shall be recorded with the Racine County Register of Deeds. The sale of any lot or parcel within the Property shall not relieve any owners of their continuing liability hereunder except as provided herein.

k. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended

or a successor designated by a party to this Agreement, or upon facsimile transmission to the fax numbers set forth herein or a successor number or numbers designated by the party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both:

To Developer: David Newell & Tracie Brisko-Newell  
3718 West Johnson Avenue  
Racine, WI 53405

To the Village: Village Clerk  
Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402  
Fax: (262) 835-2388  
and to,

Village Engineer  
Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402  
Fax: (262) 835-2388

To the Contractor: Purpose Contracting Asphalt LLC  
2065 N. Memorial Drive  
Racine, WI 53404

1. **Successors and Assignment.** This Agreement is binding upon and enforceable against the Parties' respective successors and permitted assigns. The Village may assign its interest in this Agreement to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now

occupied by the Village. The Developer and Contractor may not assign its interest in this Agreement without the express written approval of the Village.

m. **Severability**. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

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

o. **The Contractor**. Purpose Contracting Asphalt LLC is the general contractor for construction of the Development, being hired and retained by Developer to construct the Public Improvements. Purpose Contracting Asphalt LLC, however, as the general contractor, shall be responsible and obligated to the Village to perform all of the duties imposed upon the "Contractor" under this Agreement.

p. **Force Majeure**. For purposes of this Agreement, the term "Force Majeure" means events or circumstances beyond a Party's reasonable control, including, without limitation, "acts of God," fire, flood, other natural calamities, accidents, unusual delays in deliveries, unavoidable casualties, labor disputes, strikes, lockouts or picketing (legal or illegal), wars, riots, acts of terrorism, changes in or unexpected interpretations of applicable statutes, laws, ordinances or regulations, adverse weather conditions, condemnation or other actions of governmental authorities or utility companies or shortages of labor, fuel, power or materials.

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

- i. Such further Subcontractor must be pre-approved by the Developer; and
- ii. Such further Subcontractor must be pre-approved and pre-qualified by the Village, which approval shall not be unreasonably withheld, conditioned, or delayed; and
- iii. Such further Subcontractor shall agree to perform all of the duties and obligations imposed upon the Contractor in this Agreement relative to that portion of duties and obligations of the work they are taking over; and
- iv. The general contractor shall still remain a party to this Agreement, and still be responsible for fully performing all of the duties and obligations imposed upon any subcontractor(s) under this Agreement.

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

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

**DEVELOPERS**

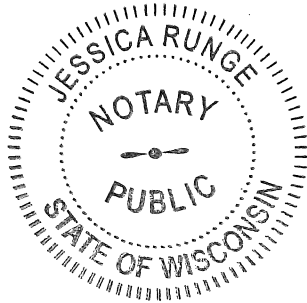
**DAVID NEWELL and TRACIE BRISKO-NEWELL**

By: [Signature]  
David Newell

By: [Signature]  
Tracie Brisko-Newell

STATE OF WISCONSIN    )  
  ) SS:  
COUNTY OF RACINE    )

Personally came before me this 1<sup>st</sup> day of November 2022, David Newell and Tracie Brisko-Newell to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said persons.



Jessica Runge  
Notary Public, Racine County, WI  
Print Name: Jessica Runge  
My commission: 9/10/2024

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Lee Wishau  
Acting Village President

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

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

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

Name: \_\_\_\_\_

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



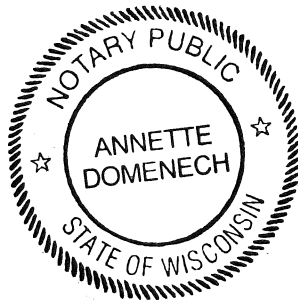
**CONTRACTOR**

**Purpose Contracting Asphalt LLC**

By: [Signature]  
President

Attest: [Signature]  
Secretary

Personally came before me this 14<sup>th</sup> day of November, 2022, Sean Sege and Sean Sege, President and Secretary of Purpose Contracting Asphalt LLC to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Limited Liability Company.



[Signature]  
Notary Public, Racine County, WI  
Name: Annette Domenech  
My Commission: June 20, 2025

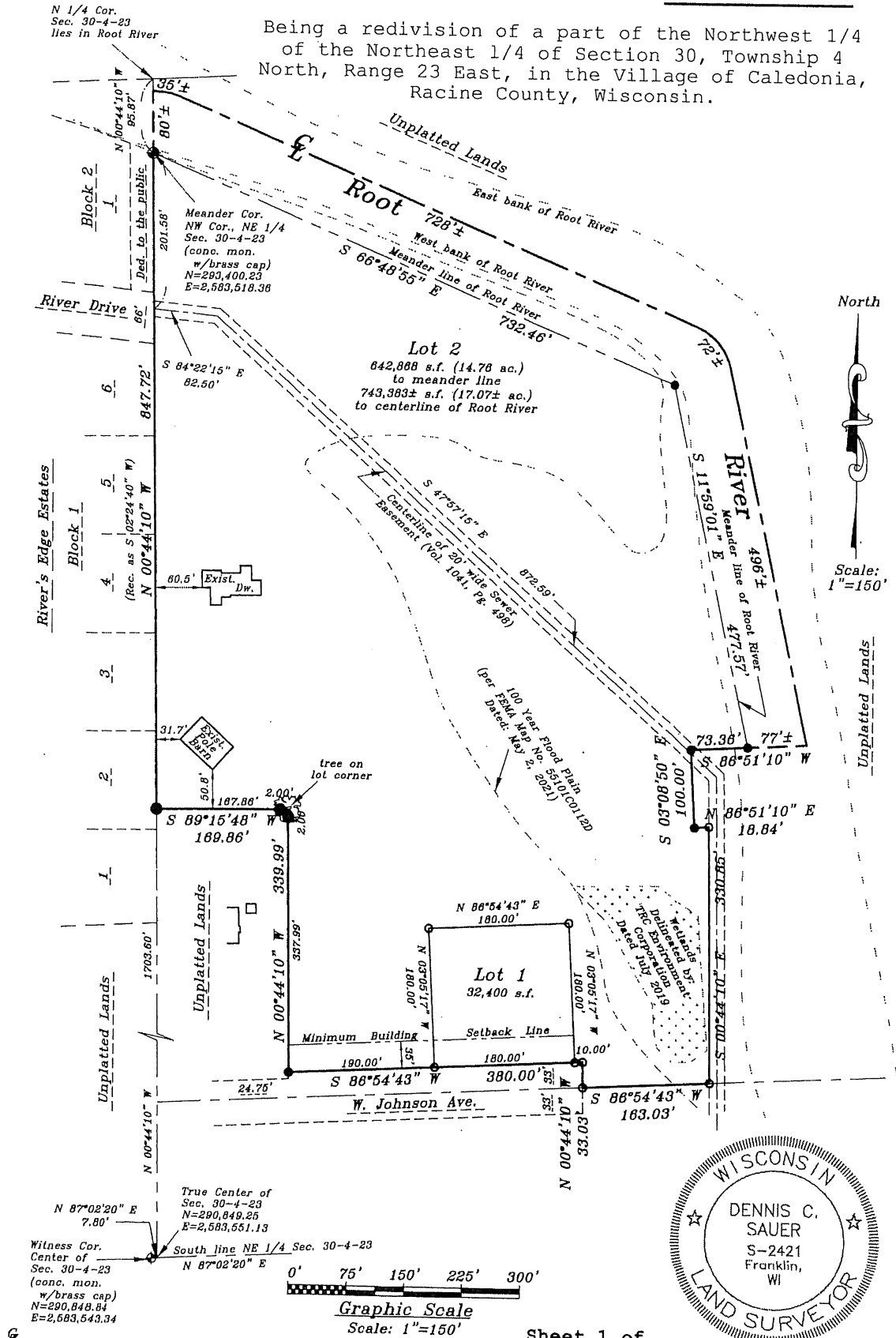
EXHIBITS:

- Exhibit A: CSM / Legal Description of Property
- Exhibit B: Resolution with Conditions of Approval

770272.001 (923)

CERTIFIED SURVEY MAP NO.

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



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

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

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

**WHEREAS**, the applicant has submitted a Certified Survey Map (CSM) to the Village for consideration. The proposed CSM would create 2 lots from existing parcel 104-04-23-30-022-001.

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

**WHEREAS**, the Village Plan Commission on June 27, 2022, recommended conditional approval of the CSM in accordance with the Public Services Director memo (**Exhibit A**) subject to the conditions outlined therein.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 11 day of July 2022.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs  
Village President

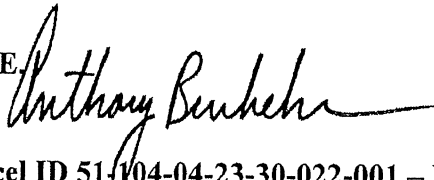
Attest: \_\_\_\_\_

Joslyn Hoeffert  
Village Clerk

# MEMORANDUM

**Date:** Thursday, June 9, 2022

**To:** Plan Commission

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

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

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

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

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

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

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

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

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

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

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

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

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

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

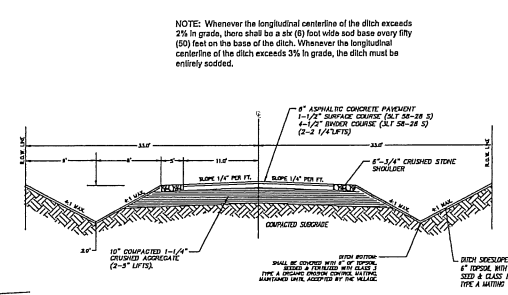
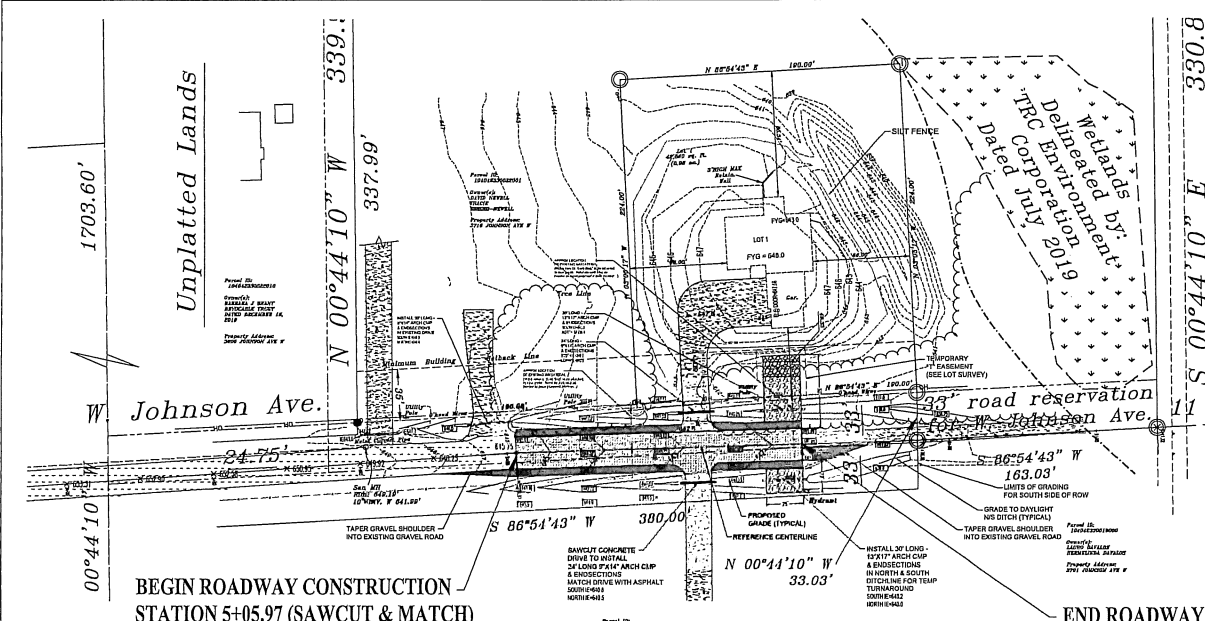
In looking at the Wisconsin DNR Surface Water Data Viewer there are mapped wetlands shown on the property within the CSM. The Surface Water Data Viewer also indicates that there are hydric soils that may be conducive to wetlands on the property. A Wetland Delineation was performed by the owner to determine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

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

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

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

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



NOTE: Whenever the longitudinal centerline of the ditch exceeds 2% in grade, there shall be a six (6) foot wide sod base every fifty (50) feet on the base of the ditch. Whenever the longitudinal centerline of the ditch exceeds 3% in grade, the ditch must be entirely sodded.

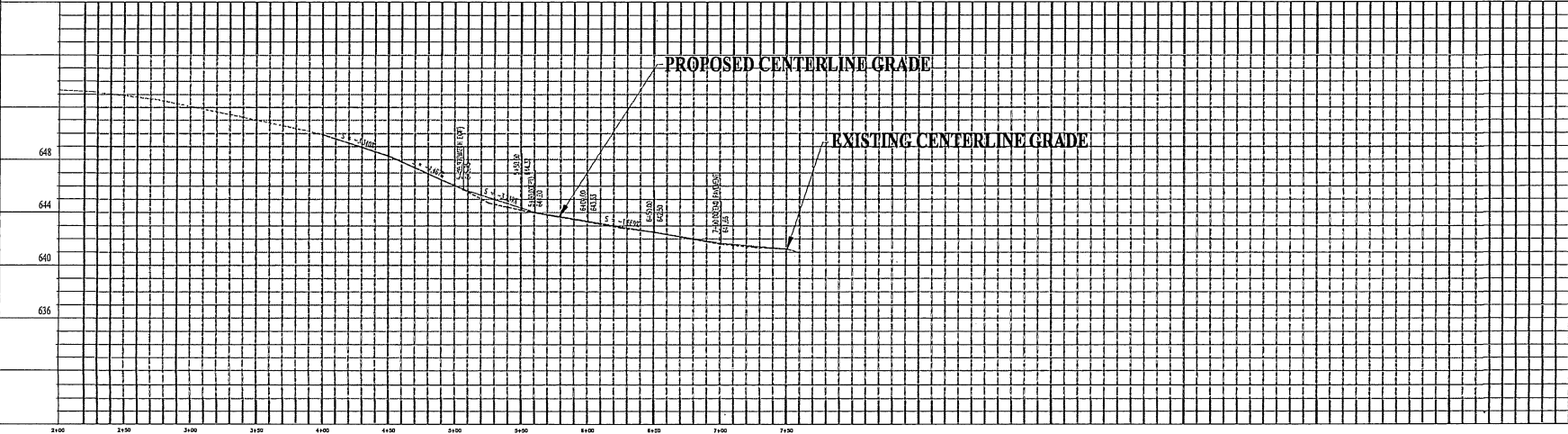
NOTE: The road construction and installation specification shall be in accordance with the requirements of The Village's Chapter 18-1. The specifications can be obtained from the Village or can be located on the Village website under Municipal Ordinances.

THE BOUNDARY & LOCATION SURVEY WAS PROVIDED BY METROPOLITAN SURVEY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

**END ROADWAY CONSTRUCTION**  
STATION 7+00

NOTE: INSTALL TEMPORARY TURNAROUND TO VILLAGE STANDARDS WITH 10" COMPACTED GRANULAR MATERIAL. DETAIL AVAILABLE FROM VILLAGE.

NOTE: ALL CULVERTS SHALL INCLUDE END SECTIONS OWNER ADVISED TO CONTACT W8 ENERGIES GAS UTILITIES TO AVOID CONFLICTS WITH ROADWAY CONSTRUCTION.



DATE	DESCRIPTION
08-24-22	VILLAGE REV1
10-05-22	VILLAGE REV2
10-08-22	VILLAGE REV3

ELLENA ENGINEERING & STORMWATER MANAGEMENT  
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT  
 700 Pilgrim Parkway - Suite 100 - Elm Grove, WI 53122  
 Phone: 262-716-9183 Fax: 262-457-2584 Email: melli@ellenae.com

WEST JOHNSON AVENUE STREET EXTENSION  
 VILLAGE OF CALEDONIA, WI  
 ROADWAY PLAN

Professional Engineer  
 MARK R. ELLENA  
 No. 1000000000  
 DATE: 08-07-22  
 DESIGNED BY: MARK R. ELLENA  
 SCALE: (H) 1"=40'  
 SCALE: (V) 1"=4'  
 SHEET NUMBER  
**C300**

**RESOLUTION NO. 2022-117**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
DENYING A CERTIFIED SURVEY MAP - MICHAEL LEIBER, APPLICANT;  
EDWARD PHILLIP, OWNER – NE ¼ OF SECTION 22, T4N, R22E, VILLAGE OF  
CALEDONIA, RACINE COUNTY, WI - PARCEL # 104-04-22-22-001-000**

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

**WHEREAS**, the applicant has submitted a Certified Survey Map attached hereto as **Exhibit A** to create 1 Lot and 1 Outlot at 7521 5 Mile Road and specifically located in the NE ¼ of Section 22, T4N, R22E, in the Village of Caledonia, Racine County, Wisconsin.

**WHEREAS**, on August 29, 2022, the Plan Commission reviewed and discussed the Certified Survey Map. The Plan Commission directed the item to be laid over until Village Staff could review the CSM with the Village Attorney.

**WHEREAS**, the applicant proposed to create two lots outside of the sewer service area that did not meet Title 14-1-5 (g)(3)(a) or 14-1-5 (h)(3) as described in the Village Engineer's Memo dated October 26, 2022 and attached hereto as **Exhibit B**.

**WHEREAS**, on October 31, 2022, the Plan Commission reviewed the CSM again after Village Staff had discussion with the Village Attorney. The Plan Commission denied the Certified Survey Map for the following reasons:

- The CSM does not meet Title 14-1-5 (g)(3)(a) for parcels not being a minimum of 5 acres in size.
- The CSM does not meet Title 14-1-5 (h)(3) for lot averaging not meeting the 5 acres average.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Certified Survey Map for 7521 5 Mile Road as set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference, be denied for the following reasons:

- The CSM does not meet Title 14-1-5 (g)(3)(a) for parcels not being a minimum of 5 acres in size.
- The CSM does not meet Title 14-1-5 (h)(3) for lot averaging not meeting the 5 acres average.

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

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
Lee Wishau, Acting Village President

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



# MEMORANDUM

Date: October 26, 2022

To: Plan Commission  
Village Board

From: Ryan Schmidt, P.E.  
Village Engineer



Re: Edward Phillips – Certified Survey Map  
Parcel ID: 104-04-22-22-001-000

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The Engineering Department has received a Certified Survey Map (CSM) from Michael Lieber on behalf of Edward Phillips. The CSM is for the creation of a single-family home lot (7521 5 Mile Road) and an adjacent Outlot in the Village of Caledonia. The existing property has frontage on both STH 38 and 5 Mile Road. The existing property also is approximately 6.83 acres in size.

The existing parcel contains a single-family home with outbuildings and a farm field.

This CSM creates Lot 1, which would be 2.175 acres with the single-family home and outbuildings and Outlot 1, which would be 4.655 acres and contain strictly farm field. Mr. Leiber is looking to purchase Outlot 1 to remain as a farm field.

The property currently has A-2 Zoning Classification. A-2 Zoning requires a minimum 150' of frontage and a minimum lot size of 40,000 sqft. The Village's 2035 Land Use Plan shows that the recommend use for the land be Agricultural, Rural Residential and Open Land. The CSM meets the intended use. The applicant seeks to divide this land to ensure that Outlot 1 remains agricultural.

The property is not located within the Sanitary Sewer & Water Service Area. Ordinance 14-1-5(g)(3)(a) requires that lots located outside of the Sanitary Sewer & Water Service area shall have an area of not less than five acres. The CSM does not meet this requirement. Lot 1 fall short by 2.825 acres. The Outlot also falls short of 5 acres. If the CSM were to be considered, it would require review and approval of a Waiver/Modification.

The WisDOT has plans for the installation of a roundabout at the intersection of 5 Mile Road and STH 38. The roundabout in its current stage is expected to acquire additional Right-of-Way in order to properly install the infrastructure. This will reduce the future acreage of this parcel by an unknown amount at this time.

This CSM was brought to Plan Commission on August 29, 2022 where the matter was laid over after discussion, so that staff could seek legal counsel for clarification on the intention of the CSM and the allowance of a lot less than 5 acres by use of deed restriction. After consultation with the Village Attorney, she concurred with staff that the CSM does not meet Title 14-1-5 (g)(3)(a) and that a waiver/modification of the Ordinance would be required in addition to a deed restriction.

Lot Averaging was also reviewed as an alternative method to analyzing the CSM. While the Intention is met, the Lot Area is not met for 14-1-5 (h) (3) as the parent parcel remains below 5 acres. The only way that lot averaging would work would be if the existing property was 10.0 acres in size. With the property at 6.83 acres, this is not feasible. This will require another Waiver/Modification of the Ordinance to be reviewed and approved.

There are additional means and methods of achieving the intention of the applicant outside of a CSM. These methods would not include any Village approval.

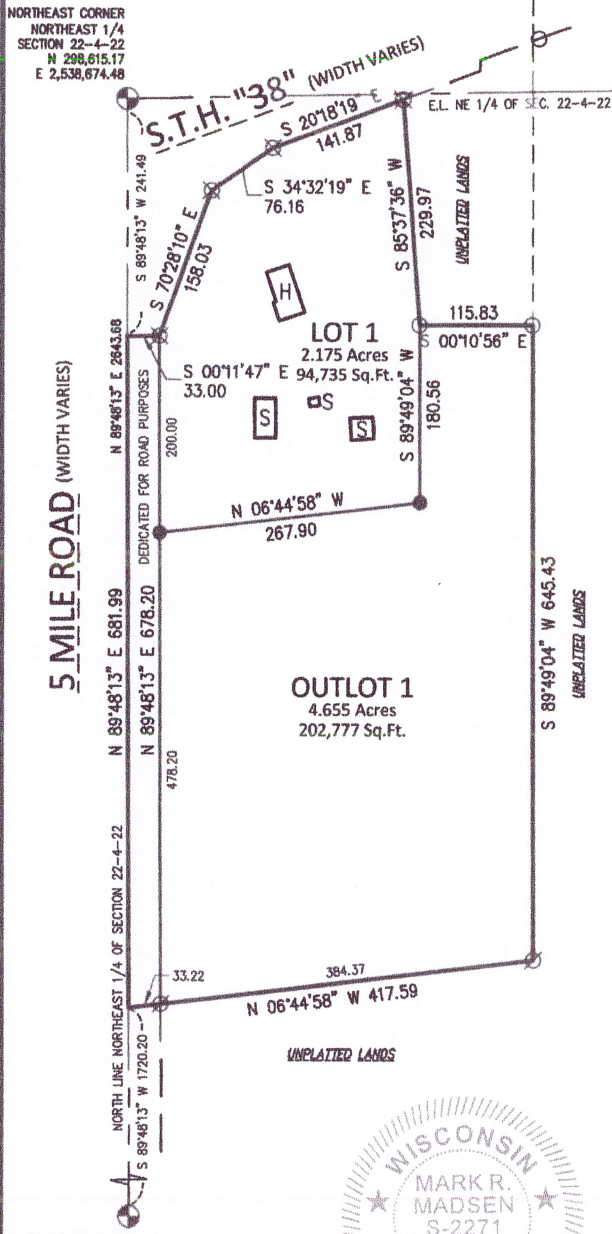
After discussion with the Village Attorney and review of the information provided with the CSM, staff recommends the following motion:

**Move to deny the Concept CSM because of the following:**

- **The CSM does not meet Title 14-1-5 (g) (3) (a) for parcels not being a minimum of 5 acres in size.**
- **The CSM does not meet Title 14-1-5 (h) (3) for lot averaging not meeting the 5-acre average.**

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.



NORTHWEST CORNER  
NORTHEAST 1/4  
SECTION 22-4-22  
N 298,606.11  
E 2,536,030.92

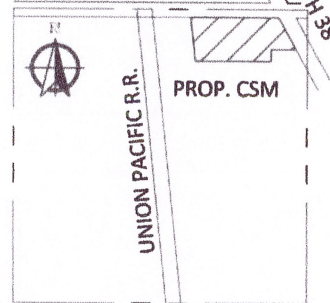
RECORDING DATA



150' 0' 150'

SCALE 1"=150'

LOCATION MAP  
5 MILE ROAD



NE 1/4 SECTION 22-4-22

NOTES:  
ZONING OF PARCELS IS A-2

OWNER/LAND SPLITTER: EDWARD PHILLIPS  
ADDRESS: 7521 5 MILE ROAD, FRANKSVILLE,  
WI 53126.

BEARINGS BASE: GRID NORTH, WISCONSIN  
COORDINATE SYSTEM, SOUTH ZONE. BASED  
UPON NAD 1983/2011. THE NORTH LINE OF  
THE NORTHEAST 1/4 OF SECTION 22-4-22 IS  
ASSUMED TO BEAR N 89°48'13" W.

- LEGEND:
- ⊗ 3/4" O.D. REBAR FOUND
  - ⊗ 3/4" O.D. REBAR W/CAP FOUND
  - 1-1/4" O.D. IRON PIPE FOUND
  - 3/4" O.D. REBAR - 1.68LBS/LIN FT. SET
  - ⊕ 6" CAST IRON MON. W / BRASS CAP FOUND



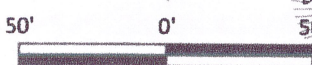
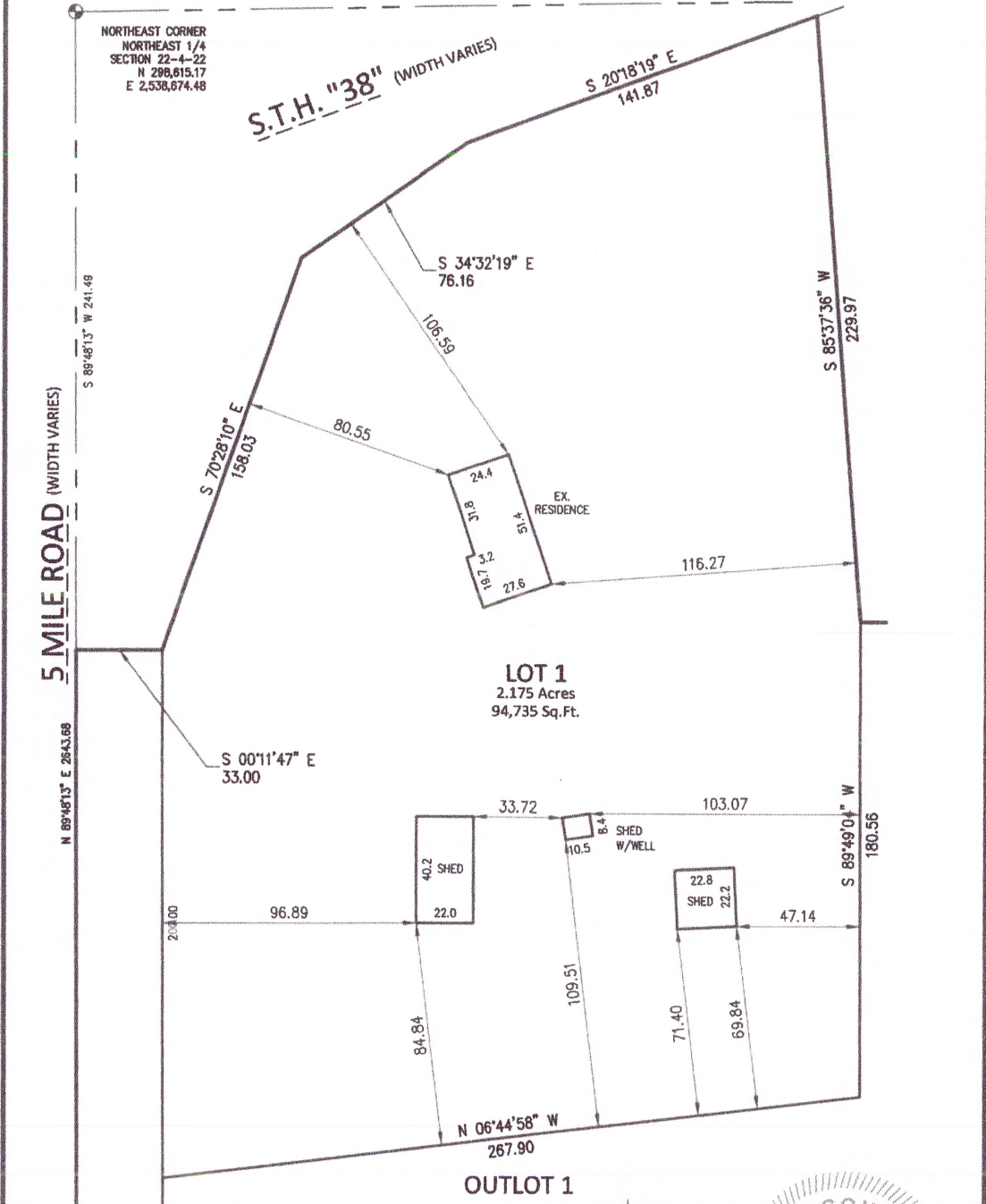
**mb Nielsen Madsen + Barber**  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI, 53406  
(262)634-5588 | www.nmbc.net

This Instrument was drafted by Mark R. Madsen July 26, 2022

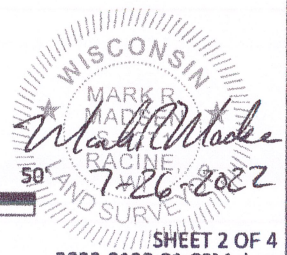
SHEET 1 OF 4  
2022.0122.01 CSM.dwg

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.



SCALE 1"=50'



**mb** Nielsen Madsen + Barber  
CIVIL ENGINEERS AND LAND SURVEYORS  
1458 Horizon Blvd, Suite 200, Racine, WI 53406  
(262)634-5588 | www.nmbc.net  
This Instrument was drafted by Mark R. Madsen July 26, 2022

SHEET 2 OF 4  
2022.0122.01 CSM.dwg

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**


**PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.**

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of Edward Phillips, Owner; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 4 North, Range 22 East of the Fourth Principal Meridian in the Village of Caledonia, Racine County, Wisconsin, bounded as follows: Begin at a point on the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 22, located S89°48'13"W 241.49 feet from the Northeast 1/4 of the Northeast 1/4 of said Section 22; run thence S00°11'47"E 33.00 feet to the Southerly right-of-way of 5 Mile Road; thence S70°28'10"E 158.03 feet along the Southerly right-of-way of said 5 Mile Road to the Westerly right-of-way of State Trunk Highway 38; thence S34°32'19"E 76.16 feet along the Westerly right-of-way of said State Trunk Highway 38; thence S20°18'19"E 141.87 feet along the Westerly right-of-way of said State Trunk Highway 38; thence S85°37'36"W 229.97 feet; thence S00°10'56"E 115.83 feet; thence S89°49'04"W 645.43 feet; thence N06°44'58"W 417.59 feet to the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence N89°48'13"E 681.99 feet along the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 22 to the point of beginning. Containing 7.345 acres. Excluding right-of-way 6.830 acres.

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

July 26, 2022

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



OWNERS' CERTIFICATE

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

IN WITNESS WHEREOF the said Edward Phillips has caused these presents to be signed as Owner at \_\_\_\_\_ Wisconsin on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Edward Phillips  
7521 Five Mile Road  
Franksville, WI 53126

STATE OF WISCONSIN     )  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Edward Phillips, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

BMO Harris, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and does hereby consent to the above certificate of Edward Phillips, owner.

IN WITNESS WHEREOF, the said BMO Harris has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BMO Harris

STATE OF WISCONSIN )  
COUNTY OF \_\_\_\_\_ )

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

Notary Public, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

VILLAGE CERTIFICATE

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

\_\_\_\_\_  
Joslyn Hoeffert, Clerk  
VILLAGE OF CALEDONIA



## RESOLUTION 2022-118

### RESOLUTION APPROVING AND AUTHORIZING THE ADOPTION OF THE 2023 BUDGET FOR THE VILLAGE OF CALEDONIA, AUTHORIZING, FEES, CAPITAL PROJECTS, AND SETTING VARIOUS TAX LEVIES

**WHEREAS**, there is a need to adopt a budget for the year 2023, authorize fees and capital projects and set annual tax levies; and

**WHEREAS**, the Village Administrator's Proposed Budget dated September 19, 2022, was presented to the Village Board for consideration; and

**WHEREAS**, the Proposed Budget was amended and as revised and dated October 19, 2022 was approved by the Village Board on October 19, 2022; and

**WHEREAS**, the Proposed Budget summary was published in the official newspaper for the Village of Caledonia on November 4, 2022; and

**WHEREAS**, a public hearing on the proposed budget was held by the Village Board on November 21, 2022.

**NOW, THEREFORE**, the Village Board of the Village of Caledonia, Racine County, Wisconsin does hereby resolve:

1. That the amendments to the Proposed Budget dated November 21, 2022, as set forth in Exhibit A and Exhibit B which are attached hereto and incorporated herein are authorized and approved.
2. That the Parks Department will be reclassified from the Parks Special Revenue Fund to the General Fund as set forth in Exhibit B.
3. That, as amended, the Proposed Budget dated October 19, 2022, as set forth in Exhibit C, which is attached hereto and incorporated herein, which includes:
  - a. the General Fund
  - b. the Debt Service Fund
  - c. the Capital Projects Fund
  - d. the TID #1 Fund
  - e. the TID #3 Fund
  - f. the TID #4 Fund
  - g. the TID #5 Fund
  - h. the Special Revenue Funds, including,
    - a) the Memorial Park Fund,
    - b) the Parks Fund (to be moved to General Fund in FY23)
    - c) the Refuse Fund
    - d) the Recycling Fund
    - e) the Fire/EMS Services Fund (moved to General Fund in FY22)
    - f) the Fire Safer Grant Fund (moved to General Fund in FY22)
    - g) the Municipal Court Fund (moved to General Fund in FY22)
  - i. Caledonia Water Utility District and the Fund therefore

- j. Caledonia Sewer Utility District and the Fund therefore
- k. Caledonia Storm Water Utility District and the Fund therefore

and is hereby approved and adopted as the Village of Caledonia's 2023 Budget. is specifically approved. A copy of the 2023 Budget shall be on file with the Village Clerk.

- 4. That the capital projects which are budgeted for in 2023 are set forth in Exhibit C and said capital projects are hereby approved and authorized.
- 5. That, notwithstanding the estimated fee set forth in Exhibit C, the "refuse fee" for 2022 shall be set at \$119.00 per parcel and the "recycling fee" for 2022 shall be set at \$70.00 per parcel and shall be collected on the December 2022 tax bill.
- 6. That the amount of \$15,927,508, be levied and assessed upon the taxable property of the Village of Caledonia in 2022 for the 2023 budget year and that this levy shall be allocated among the General Fund, the Debt Service Fund, and the Capital Projects Fund, as set forth in Exhibit C.
- 7. That special assessment revenue from the 3 Mile Project, the Maple Park Subdivision Project and the Woodland Pines Subdivision Project shall be deposited in the special assessment account in the Debt Service Fund Budget.
- 8. That the following amounts be levied and assessed in 2022 for the 2023 budget year upon the taxable property within the appropriate taxing district as follows:
  - a. \$552,808 upon the taxable property within the Caledonia Sewer Utility District.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 21st day of November 2022.

Village of Caledonia

By \_\_\_\_\_  
Lee Wishau, Acting Village President

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



## EXHIBIT A

Revise the following accounts:

Acct #	Acct Title	Increase	Decrease	Description
100-11-50220	Health Care	2,886.00		Adjustment for Health Insurance increase
100-13-50220	Health Care	1,838.00		and fully-funded HRA expenses
100-14-50220	Health Care	3,903.00		
100-30-50220	Health Care	53,116.00		
100-31-50220	Health Care	3,739.00		
100-32-50220	Health Care	2,121.00		
100-35-50220	Health Care	60,362.00		
100-40-50220	Health Care	1,870.00		
100-41-50220	Health Care	28,261.00		
100-42-50220	Health Care	2,121.00		
100-60-50220	Health Care	2,030.00		
100-70-50220	Health Care	2,121.00		
500-00-50220	Health Care	7,429.00		
501-00-50220	Health Care	7,429.00		
502-00-50220	Health Care	5,007.00		
100-30-50230	Retiree - Health Care		5,874.00	Retiree Health Care orginally included HRA
100-35-50230	Retiree - Health Care		7,697.00	funding for the Retirees, based upon past
500-00-50230	Retiree - Health Care		996.00	budgetary practice
501-00-50230	Retiree - Health Care		996.00	
100-11-50240	Life Insurance		135.00	Eliminate the Reliance Standard life
100-13-50240	Life Insurance		135.00	insurance plan
100-14-50240	Life Insurance		187.00	
100-30-50240	Life Insurance		2,716.00	
100-31-50240	Life Insurance		165.00	
100-32-50240	Life Insurance		82.00	
100-35-50240	Life Insurance		3,314.00	
100-40-50240	Life Insurance		206.00	
100-41-50240	Life Insurance		1,257.00	
100-42-50240	Life Insurance		217.00	
100-60-50240	Life Insurance		135.00	
100-70-50240	Life Insurance		82.00	
500-00-50240	Life Insurance		366.00	
501-00-50240	Life Insurance		366.00	
502-00-50240	Life Insurance		217.00	
100-00-41110	Property Taxes	(65,350.00)		Reallocate levy from Capital Assets
100-00-44300	Building Permits	(3,146.00)		Additional revenue budgeted
100-00-47491	Village Department Services	(19,000.00)		Highway performs Utility Dept lawn mowing
400-00-41110	Property Taxes		65,350.00	Reduce levy for Capital Assets due to '
400-00-49100	Bond Proceeds	65,350.00		increase in Bonding
502-00-50100	Salaries	49,920.00		Transfer new Engineering Tech position to
502-00-50170	FICA	3,819.00		Storm Water Utility
502-00-50190	WRS	3,395.00		
502-00-50240	Life Insurance	52.00		
100-42-50100	Salaries		49,920.00	
100-42-50170	FICA		3,819.00	
100-42-50190	WRS		3,395.00	
100-42-50240	Life Insurance		52.00	
502-00-47400	ERU Storm Water Fee	(1,542.00)		Additional Storm Water ERU Revenue
502-00-65150	Storm Sewers		60,434.00	Reduce expense to offset add'l personnel costs
500-00-64250	Equipment Repairs & Maintenance		4,809.00	Reduce expenses to offset add'l health
501-00-64250	Equipment Repairs & Maintenance		4,809.00	insurance costs for the Water & Sewer District
	Totals	217,731.00	217,731.00	

## EXHIBIT B

Revise the following accounts to reflect the reclassification of the Parks Department to the General Fund from the Parks-Special Revenue Fund:

Acct #	Acct Title	Increase	Decrease
100-00-41110	Property Taxes	142,180	
100-00-46752	Adult Sport Revenue	6,000	
100-00-46753	Park & Rec Rental	12,000	
100-00-46755	Advertising Revenue	1,500	
100-00-48100	Interest Income	50	
100-00-47491	Village Services	7,500	
100-70-50100	Salaries	45,569	
100-70-50110	Part Time Salaries	26,853	
100-70-50170	FICA	5,540	
100-70-50190	WRS	3,100	
100-70-50220	Health Care	22,725	
100-70-50240	Life Insurance	323	
100-70-50250	Dental Insurance	555	
100-70-61000	Professional Services	1,500	
100-70-62100	Contracted Servcies	10,000	
100-70-62700	Grounds Service	15,000	
100-70-63200	Fuel, Oil, Fluids	3,165	
100-70-63300	Vehicle Repairs & Maintenance	800	
100-70-64070	Work Supplies	8,000	
100-70-64100	Janitorial Supplies	1,300	
100-70-64110	Small Equipment	1,000	
100-70-64140	Utilities	18,000	
100-70-64200	Sales & Use Tax	800	
100-70-64240	Building Repairs & Maintenance	4,000	
100-70-64250	Equipment Repairs & Maintenance	1,000	
221-00-41110	Property Taxes		(142,180)
221-00-46210	Adult Sport Revenue		(6,000)
221-00-46753	Park & Rec Rental		(12,000)
221-00-48100	Interest Income		(50)
221-00-48691	Advertising Revenue		(1,500)
221-00-49210	Transfer from General Fund		(7,500)
221-00-50100	Salaries		(45,569)
221-00-50110	Part Time Salaries		(26,853)
221-00-50170	FICA		(5,540)
221-00-50190	WRS		(3,100)
221-00-50220	Health Care		(22,725)
221-00-50240	Life Insurance		(323)
221-00-50250	Dental Insurance		(555)
221-00-61000	Professional Services		(1,500)
221-00-62100	Contracted Servcies		(10,000)
221-00-62700	Grounds Service		(15,000)
221-00-63200	Fuel, Oil, Fluids		(3,165)
221-00-63300	Vehicle Repairs & Maintenance		(800)
221-00-64070	Work Supplies		(8,000)
221-00-64100	Janitorial Supplies		(1,300)
221-00-64110	Small Equipment		(1,000)
221-00-64140	Utilities		(18,000)
221-00-64200	Sales & Use Tax		(800)
221-00-64240	Building Repairs & Maintenance		(4,000)
221-00-64250	Equipment Repairs & Maintenance		(1,000)
	Totals	338,460	(338,460)

## **EXHIBIT C**

2023 Proposed Budget, dated October 17, 2002

<https://caledonia-wi.gov/sites/default/files/2023%20Proposed%20Budget%2010.17.22.pdf>

**RESOLUTION NO. 2022-119  
(11/21/2022)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
TO APPROVE THE FIRST AMENDMENT TO THE GUARANTEED MAXIMUM  
PRICE AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK CONTRACT  
BETWEEN THE VILLAGE OF CALEDONIA, WISCONSIN AND RILEY  
CONSTRUCTION COMPANY, INC. AND TO AWARD THE SUBCONTRACTS FOR  
THE PUBLIC SAFETY BUILDING AND TO AWARD A DIRECT CONTRACT WITH  
RELIABLE DOOR & DOCK FOR THE PUBLIC SAFETY BUILDING**

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

**WHEREAS**, the Village Board adopted Resolution No. 2021-94 authorizing the service contract for architectural design for the new Public Safety Building (the “Project”), to authorize expenditure of funds, and the execution of documents.

**WHEREAS**, the Village Board adopted Resolution No. 2021-114 authorizing a service contract for Construction Manager at Risk with Riley Construction Company, Inc for the Project, to bid the subcontracts in accordance with public bidding requirements, to authorize expenditure of funds, and the execution of documents.

**WHEREAS**, the Village Board adopted Resolution No. 2022-78 approving the Guaranteed Maximum Price Amendment to the Construction Manager at Risk Contract between the Village of Caledonia and Riley Construction Company, Inc for the Project, to authorize the expenditure of funds, and the execution of documents. The approved amount of the Guaranteed Maximum Price Amendment in the Resolution was \$21,111,344.00.

**WHEREAS**, Village staff identified additional costs such as equipment, commissioning of the equipment, furniture, IT, and contingency that are necessary for the Project that are incorporated into the overall Project budget bringing the combined estimated total for all Project costs to \$24,235,949.00 as set forth in Resolution No. 2022-78.

**WHEREAS**, it has been identified that Contract #8.02 Overhead Doors would be more cost effective if it were a direct contract through the Village of Caledonia. The cost of this contract within the previously approved Guaranteed Maximum Price Amendment was \$253,850.00. This change requires that the Village and Riley Construction Company, Inc. amend their contract to subtract this amount from the previously approved overall project price.

**WHEREAS**, the First Amendment to the Guaranteed Maximum Price Amendment for the Construction Manager at Risk Contract in the amount of \$20,857,494.00 as set forth in **Exhibit A** provides for this reduction in overall Construction Manager at Risk Contract project price.

**WHEREAS**, Contract #8.02 Overhead Doors has been advertised to receive sealed bids for the Public Safety Building and a Public Bid Opening was held to read the sealed bids.

**WHEREAS**, the lowest responsible bidder after review by the Construction Manager at Risk for Contract #8.02 was Reliable Door & Dock in the amount of \$261,850.00.

**WHEREAS**, the Public Services Director and Village Administrator recommend awarding Contract #8.02 for the Public Safety Building to Reliable Door & Dock in the amount of \$261,850.00.

**WHEREAS**, the Village’s Construction Manager at Risk, Riley Construction Company Inc. has reviewed the bids from the remaining contracts and recommends that the remaining contracts be Awarded to the subcontractors as shown on the attached **Exhibit B**.

**NOW, THEREFORE, BE IT RESOLVED**, that the First Amendment to the Guaranteed Maximum Price Amendment attached hereto as **Exhibit A** updating the Guaranteed Maximum Price for the Public Safety Building is hereby approved.

**NOW, BE IT FURTHER RESOLVED** that the Village President and the Village Clerk are authorized to execute the First Amendment to the Guaranteed Maximum Price Amendment and any other documents necessary to carry out the intent of this Resolution and the Village's Public Services Director and Village Administrator are authorized to administer these contracts, take such actions, and make such decisions necessary to carry out the intent of this Resolution and its approvals.

**NOW, BE IT FURTHER RESOLVED** that Contract #8.02 for the Project be and hereby is, awarded to the lowest responsible bidder, Reliable Door & Dock in the amount of \$261,850.00 and that the Village President and the Village Clerk are authorized to execute the Contract and any other documents necessary to carry out the intent of this Resolution.

**NOW, BE IT FURTHER RESOLVED** that the Contracts listed in **Exhibit B** for the Project be and hereby are, awarded to the lowest responsible bidders, and that the Village President and the Village Clerk are authorized to execute the Contract and any other documents and take such actions necessary to carry out the intent of this Resolution.

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

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Lee Wishau  
Acting Village President

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

# DRAFT AIA® Document A133™ - 2019

## Exhibit A

### **Guaranteed Maximum Price Amendment First Amendment**

This First Amendment dated the \_\_\_ day of November in the year 2022, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 10th day of August in the year 2022 (the "Agreement")  
(In words, indicate day, month, and year.)

for the following **PROJECT:**  
(Name and address or location)

Village of Caledonia New Public Safety Building  
5043 Chester Ln.  
Racine, WI 53402

Description: The project consists of a new Public Safety Building for Police and Fire of approximately 52,000 square feet.

**THE OWNER:**  
(Name, legal status, and address)

VILLAGE OF CALEDONIA  
5043 Chester Lane  
Racine, WI 53402

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

RILEY CONSTRUCTION COMPANY, INC.  
5301 99<sup>TH</sup> Avenue  
Kenosha, WI 53144

#### **TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

#### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

##### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Twenty Million, Eight Hundred Fifty Seven Thousand, Four Hundred Ninety-Four Dollars and 00/100** (\$ 20,857,494.00), subject to additions and deductions by Change Order as provided in the Contract Documents subject to approval by Owner.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

**See Attached Exhibit 1**

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

« September 6, 2022 anticipated award of contracts »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

[  ] Not later than  (  ) calendar days from the date of commencement of the Work.

[  ] By the following date:  «January 15, 2024 »

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<input type="text"/>	<input type="text"/>

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**§ A.3.1.2** The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« »

Section	Title	Date	Pages
See Exhibit 3 Project Specifications	<input type="text"/>	<input type="text"/>	<input type="text"/>

**§ A.3.1.3** The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date
See Exhibit 4 Project Drawings	<input type="text"/>	<input type="text"/>

**§ A.3.1.4** The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
<input type="text"/>	<input type="text"/>	<input type="text"/>



Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
Winter Conditions	\$125,000
Material Escalation	\$369,988
Construction Contingency	\$924,970
Design Contingency	\$462,485
Builders Risk	\$34,000
Performance Bond	\$120,774

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

**See Attached Exhibit 2 – Clarification Summary Dated August 10, 2022**

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«Exhibit 1 - GMP Cost Summary  
Exhibit 2 – Clarification Summary  
Exhibit 3 – Project Specifications  
Exhibit 4 – Project Drawings  
Exhibit 5 – Master Schedule  
Exhibit 6 – Labor Rates  
Exhibit 7 – Equipment Rates  
Exhibit 8 – Insurance Requirements  
Exhibit 9 – Material Escalation and Project Delay

Exhibit 10 – Force Majeure

#### **ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

AIA

« »

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

James R. Dobbs, Village President

(Printed name and title)

Attest: \_\_\_\_\_

Joslyn Hoeffert, Village Clerk

\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

«Erin Anderson »«Chief Operating Officer »

(Printed name and title)

Approved:

By: \_\_\_\_\_

Wayne Krueger, Village Finance Director



Exhibit 1

**Village of Caledonia  
Public Safety Building**  
Chester Lane, Racine, WI 53402

**Construction Documents Phase**  
November 16, 2022

**Cost Summary**

<b>DESCRIPTION</b>	<b>BID AMOUNTS</b>
General Conditions	1,142,369
#3.01 Concrete Foundations	419,309
#3.02 Concrete Flatwork	414,732
#3.03 Precast Concrete Wall Panels	0
#4.01 Masonry	1,458,954
#5.01 Structural Steel & Misc. Metals	1,538,600
#5.02 Cold-Formed Framing, DEFS, Spray Foam Insulation, and Studs & Gypsum Board	1,366,213
#6.01 Millwork	396,401
#6.02 Rough and Finish Carpentry, VDB, Toilet Partitions and Accessories, Fire Extinguishers & Cabinets, and Window Treatments	467,697
#7.01 Roofing and Sheet Metal	547,491
#7.02 Aluminum Composite Panels & Aluminum Siding	315,800
#7.03 Air & Vapor Barrier and Caulking	170,048
#8.01 Doors, Frames, and Hardware	239,253
#8.02 Overhead Doors	Owner Direct Contract
#8.03 Glass and Glazing	420,700
#9.01 Ceramic Tile	189,795
#9.02 Acoustical Ceilings and Acoustical Wall Panels	335,600
#9.03 Carpet and Resilient Flooring	306,562
#9.04 Special Coatings	111,494
#9.05 Painting and Wall Coverings	245,803
#10.01 Signage	43,325
#11.01 Detention Equipment	253,500
#21.01 Fire Protection	383,350
#22.01 Plumbing	989,800
#23.01 HVAC	1,735,850
#26.01 Electrical & Low Voltage	2,463,310
#31.01 Earthwork	914,050

Exhibit 1

DESCRIPTION	BID AMOUNTS
#32.01 Site Concrete, Bike Rack, Fence, and Flagpole	364,931
#32.02 Landscaping	215,026
#32.03 Asphalt and Curb & Gutter	400,581
#33.01 Site Utilities	395,000
Subtotal	18,245,544
Winter Conditions Allowance	125,000
Construction Contingency (5%)	924,970
Design Contingency (2.5%)	462,485
Material Escalation Allowance (2%)	369,988
Building Permit Allowance	Waived by Village
Subtotal	20,127,987
Builders Risk Insurance	34,000
Additional Insurance Fee	Waived by Village
General Liability Insurance (0.85%)	173,246
Subtotal	20,335,233
Overhead & Profit (1.95%)	401,487
Preconstruction Fee	0
A/E Fee	By Owner
Subtotal	20,736,720
Performance Bond	120,774
TOTAL	\$ 20,857,494



## Exhibit 2

Village of Caledonia  
**Public Safety Building**  
Chester Lane, Racine, WI 53402

### Construction Documents Phase

November 16, 2022

### Clarification Summary

#	DESCRIPTION
1	This proposal is based on the project manual and drawings prepared by FGM Architects, dated 6/20/22, and Addenda 1-4.
2	Due to the unpredictable nature of current market conditions and supply chain issues, material costs and delivery schedules are subject to change. Price and schedule protection cannot be guaranteed until materials are ordered and shipment to the site has been confirmed. A 2% Material Escalation Allowance is included.
3	This proposal is based on construction commencing in September 2022. A \$125,000 Winter Conditions Allowance is included.
4	Builders Risk Insurance is included.
5	Architectural and engineering fees, including plan review fees and reimbursables, are by Owner.
6	Village of Caledonia impact fees and permit fees for the building, plumbing, HVAC, and electrical permits have been waived.
7	Sales tax is excluded.
8	This proposal is based on the project being completed in one phase.
9	This proposal is based on the work being performed during normal working hours. Premium time is not included.
10	Utility charges for permanent electric, gas, phone, and cable services are by Owner.
11	Unforeseen conditions (unsuitable soils, buried items, unmarked utilities, etc.) are not included. A \$50,000 allowance for unsuitable soils is included.
12	Soil stabilization is not included.
13	Furniture, fixtures, and equipment (office furniture, bunk furniture, day room furniture, computer equipment, appliances, artwork, floor mats, fume hood, fuming chamber, drying cabinets, gear extractor, etc.) are by Owner.
14	The contract for the overhead doors will be carried by the Village as an Owner Direct Contract, but the subcontractor and their work will be managed by Riley Construction.
15	Traffic signal work or power line relocation at 4-Mile Road is not included.
16	This proposal includes (58) bollards.
17	This proposal is based on substitutions being accepted for the overhead doors and the floor coatings.
18	Joint filler at sealed concrete areas is not included.
19	This proposal includes 40 hours of carpentry labor to install the fire department gear lockers (to be relocated by others).
20	This proposal includes an alternate rooftop unit that meets the recent changes to the federal energy efficiency requirements.
21	This proposal does not include grounding of the chain link fence. If grounding is required, the design would need to be changed to a non-vinyl coated fence.



Exhibit 3  
Project Specifications

Job #: 62270-900 Village of Caledonia Public Safety Building  
5045 Chester Lane  
Racine, Wisconsin 53402

**Current Specifications**

Number	Description	Revision	Issued Date	Received Date	Set
<b>00 - Procurement and Contracting Requirements</b>					
00 01 10	TABLE OF CONTENTS	0	06/20/22		Bid & Permit Specification
00 01 15	LIST OF DRAWING SHEETS	0	06/20/22		Bid & Permit Specification
00 11 16	INVITATION TO BID	1	07/15/22		Addendum #4
00 11 53	SUBCONTRACTOR PREQUALIFICATION FORM	0	06/20/22		Bid & Permit Specification
00 21 13	INSTRUCTIONS TO BIDDERS	0	06/20/22		Bid & Permit Specification
00 31 13	PRELIMINARY SCHEDULE	0	06/20/22		Bid & Permit Specification
00 31 13a	PRELIMINARY SCHEDULE	0	06/20/22		Bid & Permit Specification
00 31 32	GEOTECHNICAL REPORT	0	06/20/22		Bid & Permit Specification
00 31 32a	GEOTECHNICAL REPORT	0	06/20/22		Bid & Permit Specification
00 41 23	BID FORM	0	06/20/22		Bid & Permit Specification
00 72 00	GENERAL CONDITIONS	0	06/20/22		Bid & Permit Specification
<b>01 - General Requirements</b>					
01 10 00	SUMMARY	0	06/20/22		Bid & Permit Specification
01 12 00a	RILEY SAMPLE PURCHASE ORDER	0	06/20/22		Bid & Permit Specification
01 12 00b	RILEY SUBCONTRACT DESIGN BUILD GC PAY	0	06/20/22		Bid & Permit Specification
01 12 00c	RILEY SUBCONTRACTOR UNDER 50K GC PAY	0	06/20/22		Bid & Permit Specification
01 12 00d	RILEY SUBCONTRACT OVER 50K GC PAY	0	06/20/22		Bid & Permit Specification
01 21 00	ALLOWANCES	0	06/20/22		Bid & Permit Specification
01 22 00	UNIT PRICES	0	06/20/22		Bid & Permit Specification
01 25 00	SUBSTITUTION REQUEST	0	06/20/22		Bid & Permit Specification
01 25 00a	SUBSTITUTION REQUEST FORM	0	06/20/22		Bid & Permit Specification
01 26 00	CONTRACT MODIFICATION PROCEDURES	0	06/20/22		Bid & Permit Specification
01 31 00	PROJECT MANAGEMENT AND COORDINATION	0	06/20/22		Bid & Permit Specification
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	0	06/20/22		Bid & Permit Specification
01 32 33	PHOTOGRAPHIC DOCUMENTATION	0	06/20/22		Bid & Permit Specification
01 33 00	SUBMITTAL PROCEDURES	0	06/20/22		Bid & Permit Specification
01 33 01	BIM AND ELECTRONIC DOCUMENTS TRANSFER TERMS AND CONDITIONS	0	06/20/22		Bid & Permit Specification
01 35 13.16	SPECIAL PROJECT PROCEDURES FOR DETENTION FACILITIES	0	06/20/22		Bid & Permit Specification
01 40 00	QUALITY REQUIREMENTS	0	06/20/22		Bid & Permit Specification
01 42 00	REFERENCES	0	06/20/22		Bid & Permit Specification
01 43 39	MOCKUPS	0	06/20/22		Bid & Permit Specification
01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	06/20/22		Bid & Permit Specification



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Number	Description	Revision	Issued Date	Received Date	Set
01 60 00	PRODCUCT REQUIREMENTS	0	06/20/22		Bid & Permit Specification
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	0	06/20/22		Bid & Permit Specification
01 77 00	CLOSEOUT PROCEDURES	0	06/20/22		Bid & Permit Specification
01 78 23	OPERATION AND MAINTENANCE DATA	0	06/20/22		Bid & Permit Specification
01 78 39	PROJECT RECORD DOCUMENTS	0	06/20/22		Bid & Permit Specification
01 79 00	DEMONSTRATION AND TRAINING	0	06/20/22		Bid & Permit Specification
<b>03 - Concrete</b>					
03 05 10	CONCRETE POROSITY INHIBITING ADMIXTURE (PIA)	0	06/20/22		Bid & Permit Specification
03 30 00	CAST IN PLACE CONCRETE	0	06/20/22		Bid & Permit Specification
<b>04 - Masonry</b>					
04 20 00	UNIT MASONRY	0	06/20/22		Bid & Permit Specification
<b>05 - Metals</b>					
05 12 00	STRUCTURAL STEEL FRAMING	0	06/20/22		Bid & Permit Specification
05 21 00	STEEL JOIST FRAMING	0	06/20/22		Bid & Permit Specification
05 31 00	STEEL DECKING	0	06/20/22		Bid & Permit Specification
05 40 00	COLD-FORMED METAL FRAMING	0	06/20/22		Bid & Permit Specification
05 50 00	METAL FABRICATIONS	0	06/20/22		Bid & Permit Specification
05 51 13	METAL PAN STAIRS	0	06/20/22		Bid & Permit Specification
05 52 13	PIPE AND TUBE RAILINGS	0	06/20/22		Bid & Permit Specification
<b>06 - Wood, Plastics, and Composites</b>					
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	0	06/20/22		Bid & Permit Specification
06 16 00	SHEATHING	0	06/20/22		Bid & Permit Specification
06 41 16	PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS	0	06/20/22		Bid & Permit Specification
06 64 00	PLASTIC PANELING	0	06/20/22		Bid & Permit Specification
<b>07 - Thermal and Moisture Protection</b>					
07 13 26	SELF-ADHERING SHEET WATERPROOFING	0	06/20/22		Bid & Permit Specification
07 21 00	THERMAL INSULATION	0	06/20/22		Bid & Permit Specification
07 24 21	DIRECT APPLIED EXTERIOR FINISH SYSTEM (DEFS)	0	06/20/22		Bid & Permit Specification
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	0	06/20/22		Bid & Permit Specification
07 42 13	METAL COMPOSITE MATERIAL WALL PANELS	0	06/20/22		Bid & Permit Specification
07 46 16	ALUMINUM SIDING	0	06/20/22		Bid & Permit Specification
07 54 23	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	0	07/06/22		Addendum #2
07 62 00	SHEET METAL FLASHING AND TRIM	0	06/20/22		Bid & Permit Specification
07 71 00	ROOF SPECIALTIES	0	06/20/22		Bid & Permit Specification
07 72 00	ROOF ACCESSORIES	0	06/20/22		Bid & Permit Specification
07 84 13	PENETRATION FIRESTOPPING	0	06/20/22		Bid & Permit Specification
07 84 46	FIRE-RESISTIVE JOINT SYSTEMS	0	06/20/22		Bid & Permit Specification



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Number	Description	Revision	Issued Date	Received Date	Set
07 92 00	JOINT SEALANTS	0	06/20/22		Bid & Permit Specification
<b>08 - Openings</b>					
08 11 13	HOLLOW METAL DOORS AND FRAMES	0	06/20/22		Bid & Permit Specification
08 14 16	FLUSH WOOD DOORS	0	06/20/22		Bid & Permit Specification
08 31 13	ACCESS DOORS AND FRAMES	0	06/20/22		Bid & Permit Specification
08 33 23	OVERHEAD COILING DOORS	0	06/20/22		Bid & Permit Specification
08 36 13	SECTIONAL DOORS	0	06/20/22		Bid & Permit Specification
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	0	06/20/22		Bid & Permit Specification
08 56 53	SECURITY WINDOWS	0	06/20/22		Bid & Permit Specification
08 71 00	DOOR HARDWARE	0	06/20/22		Bid & Permit Specification
08 80 00	GLAZING	0	06/20/22		Bid & Permit Specification
08 83 00	MIRRORS	0	06/20/22		Bid & Permit Specification
08 88 53	SECURITY GLAZING	0	06/20/22		Bid & Permit Specification
<b>09 - Finishes</b>					
09 05 61.13	COMMON WORK RESULTS FOR FLOORING PREPARATION	0	06/20/22		Bid & Permit Specification
09 22 16	NON-STRUCTURAL METAL FRAMING	0	06/20/22		Bid & Permit Specification
09 29 00	GYPSUM BOARD	0	06/20/22		Bid & Permit Specification
09 30 13	CERAMIC TILING	0	06/20/22		Bid & Permit Specification
09 51 23	ACOUSTICAL TILE CEILINGS	0	06/20/22		Bid & Permit Specification
09 54 26	SUSPENDED WOOD CEILINGS	0	06/20/22		Bid & Permit Specification
09 65 13	RESILIENT BASE AND ACCESSORIES	0	06/20/22		Bid & Permit Specification
09 65 19	RESILIENT TILE FLOORING	0	06/20/22		Bid & Permit Specification
09 65 36	STATIC CONTROL RESILIENT FLOORING	0	06/20/22		Bid & Permit Specification
09 67 23	RESINOUS FLOORING	0	06/20/22		Bid & Permit Specification
09 68 13	TILE CARPETING	0	06/20/22		Bid & Permit Specification
09 72 00	WALL COVERINGS	0	06/20/22		Bid & Permit Specification
09 84 33	SOUND-ABSORBING WALL UNITS	0	06/20/22		Bid & Permit Specification
09 91 13	EXTERIOR PAINTING	0	06/20/22		Bid & Permit Specification
09 91 23	INTERIOR PAINTING	0	06/20/22		Bid & Permit Specification
09 96 00	HIGH-PERFORMANCE COATINGS	0	06/20/22		Bid & Permit Specification
09 96 16	TACKABLE WALL SURFACES	0	06/20/22		Bid & Permit Specification
<b>10 - Specialties</b>					
10 11 00	VISUAL DISPLAY UNITS	0	06/20/22		Bid & Permit Specification
10 14 00	SIGNAGE	0	06/20/22		Bid & Permit Specification
10 14 19	DIMENSIONAL LETTER SIGNAGE	0	06/20/22		Bid & Permit Specification
10 21 13.13	METAL TOILET COMPARTMENTS	0	06/20/22		Bid & Permit Specification
10 26 00	WALL AND DOOR PROTECTION	0	06/20/22		Bid & Permit Specification



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Number	Description	Revision	Issued Date	Received Date	Set
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	0	06/20/22		Bid & Permit Specification
10 44 13	FIRE EXTINGUISHER CABINETS	0	06/20/22		Bid & Permit Specification
10 44 16	FIRE EXTINGUISHERS	0	06/20/22		Bid & Permit Specification
10 51 23	PLASTIC LAMINATE CLAD LOCKERS	0	06/20/22		Bid & Permit Specification
10 75 16	GROUND-SET FLAGPOLES	0	06/20/22		Bid & Permit Specification
<b>11 - Equipment</b>					
11 19 00	DETENTION SECURITY	0	06/20/22		Bid & Permit Specification
11 19 10	DETENTION HOLLOW METAL	0	06/20/22		Bid & Permit Specification
11 54 50	SUSPENDED METAL SECURITY PANEL CEILING SYSTEMS	0	06/20/22		Bid & Permit Specification
11 54 60	SUSPENDED METAL SECURITY PLANK CEILING SYSTEMS	0	06/20/22		Bid & Permit Specification
<b>12 - Furnishings</b>					
12 24 13	ROLLER WINDOW SHADES	0	06/20/22		Bid & Permit Specification
12 36 16	METAL COUNTERTOPS	0	06/20/22		Bid & Permit Specification
12 36 19	WOOD COUNTERTOPS	0	06/20/22		Bid & Permit Specification
12 36 61.16	SOLID SURFACING COUNTERTOPS	0	06/20/22		Bid & Permit Specification
12 36 61.19	QUARTZ AGGLOMERATE COUNTERTOPS	0	06/20/22		Bid & Permit Specification
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	0	06/20/22		Bid & Permit Specification
<b>13 - Special Construction</b>					
13 07 00	BULLET RESISTANT FIBERGLASS PANELS	0	06/20/22		Bid & Permit Specification
<b>21 - Fire Suppression</b>					
21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION	0	06/20/22		Bid & Permit Specification
21 13 13	WET-PIPE SPRINKLER SYSTEMS	0	06/20/22		Bid & Permit Specification
21 13 16	DRY-PIPE SPRINKLER SYSTEMS	0	06/20/22		Bid & Permit Specification
21 19 00	PRE-ACTION DELUGE FIRE SUPPRESSION SYSTEM	0	06/20/22		Bid & Permit Specification
21 22 00	CLEAN AGENT FIRE EXTINGUISHING SYSTEMS	0	06/20/22		Bid & Permit Specification
<b>22 - Plumbing</b>					
22 05 29	HANGERS AND SUPPORT FOR PLUMBING PIPING AND EQUIPMENT	0	06/20/22		Bid & Permit Specification
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	0	06/20/22		Bid & Permit Specification
22 07 00	PLUMBING INSULATION	0	06/20/22		Bid & Permit Specification
22 11 00	FACILITY WATER DISTRIBUTION	0	06/20/22		Bid & Permit Specification
22 13 00	FACILITY SANITARY SEWERAGE	0	06/20/22		Bid & Permit Specification
22 14 00	FACILITY STORM DRAINAGE	0	06/20/22		Bid & Permit Specification
22 34 00	FUEL-FIRED DOMESTIC WATER HEATERS	0	06/20/22		Bid & Permit Specification
22 40 00	PLUMBING FIXTURES	0	06/20/22		Bid & Permit Specification
<b>23 - Heating, Ventilating, and Air Conditioning (HVAC)</b>					
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	0	06/20/22		Bid & Permit Specification
23 05 29	HANGERS AND SUPPORT FOR HVAC EQUIPMENT	0	06/20/22		Bid & Permit Specification





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Number	Description	Revision	Issued Date	Received Date	Set
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	0	06/20/22		Bid & Permit Specification
23 05 93	TESTING, ADJUSTING, AND BALACING FOR HVAC	0	06/20/22		Bid & Permit Specification
23 07 00	HVAC INSULATION	0	06/20/22		Bid & Permit Specification
23 08 00	COMMISSIONING OF HVAC	0	06/20/22		Bid & Permit Specification
23 09 00	HVAC INSTRUMENTATION	0	06/20/22		Bid & Permit Specification
23 09 23	DIRECT DIGITAL CONTROLS	0	06/20/22		Bid & Permit Specification
23 11 23	FACILITY NATURAL GAS PIPING	0	06/20/22		Bid & Permit Specification
23 15 00	GENERAL SERVICE COMPRESSED AIR SYSTEMS	0	06/20/22		Bid & Permit Specification
23 21 13	HYDRONIC PIPING	0	06/20/22		Bid & Permit Specification
23 21 16	HYDRONIC PIPING SPECIALTIES	0	06/20/22		Bid & Permit Specification
23 21 23	HYDRONIC PUMPS	0	06/20/22		Bid & Permit Specification
23 31 00	HVAC DUCTS AND CASINGS	0	06/20/22		Bid & Permit Specification
23 32 00	VEHICLE EXHAUST SYSTEMS	0	06/20/22		Bid & Permit Specification
23 33 00	AIR DUCT ACCESSORIES	0	06/20/22		Bid & Permit Specification
23 34 00	HVAC FANS	0	06/20/22		Bid & Permit Specification
23 36 00	AIR TERMINAL UNITS	0	06/20/22		Bid & Permit Specification
23 37 00	AIR OUTLETS AND INLETS	0	06/20/22		Bid & Permit Specification
23 52 35	BOILERS AND ACCESSORIES	0	06/20/22		Bid & Permit Specification
23 54 00	FUEL-FIRED MAKE-UP AIR UNITS	0	06/20/22		Bid & Permit Specification
23 55 00	FUEL-FIRED HEATERS	0	06/20/22		Bid & Permit Specification
23 81 06	PACKAGED ROOFTOP UNITS	0	06/20/22		Bid & Permit Specification
23 81 23	COMPUTER ROOM AIR CONDITIONERS	0	06/20/22		Bid & Permit Specification
23 82 00	CONVECTION HEATING AND COOLING UNITS	0	06/20/22		Bid & Permit Specification
23 90 13	NOx AND CO GAS DETECTION	0	06/20/22		Bid & Permit Specification
<b>26 - Electrical</b>					
26 05 03	EQUIPMENT WIRING CONNECTIONS	0	06/20/22		Bid & Permit Specification
26 05 19	ELECTRICAL POWER CONDUCTORS AND CABLES	0	06/20/22		Bid & Permit Specification
26 05 26	GROUNDING AND BONDING	0	06/20/22		Bid & Permit Specification
26 05 29	HANGERS AND SUPPORTS	0	06/20/22		Bid & Permit Specification
26 05 33	RACEWAYS AND BOXES	0	06/20/22		Bid & Permit Specification
26 05 34	FLLOR BOXES FOR ELECTRICAL SYSTEMS	0	06/20/22		Bid & Permit Specification
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	0	06/20/22		Bid & Permit Specification
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	0	06/20/22		Bid & Permit Specification
26 09 23	LIGHTING CONTROL DEVICES	0	06/20/22		Bid & Permit Specification
26 22 00	LOW VOLTAGE TRANSFORMERS	0	06/20/22		Bid & Permit Specification
26 24 13	SWITCHBOARDS	0	06/20/22		Bid & Permit Specification
26 24 16	PANELBOARDS	0	06/20/22		Bid & Permit Specification



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Number	Description	Revision	Issued Date	Received Date	Set
26 27 16	ELECTRICAL CABINETS AND ENCLOSURES	0	06/20/22		Bid & Permit Specification
26 27 26	WIRING DEVICES	0	06/20/22		Bid & Permit Specification
26 28 13	FUSES	0	06/20/22		Bid & Permit Specification
26 28 19	ENCLOSED SWITCHES	0	06/20/22		Bid & Permit Specification
26 28 26	ENCLOSED TRANSFER SWITCHES	0	06/20/22		Bid & Permit Specification
26 32 13	ENGINE GENERATORS	0	06/20/22		Bid & Permit Specification
26 36 13	GENERATOR DOCKING STATION	0	06/20/22		Bid & Permit Specification
26 43 13	SURGE PROTECTIVE DEVICES	0	06/20/22		Bid & Permit Specification
26 51 00	INTERIOR LIGHTING	0	06/20/22		Bid & Permit Specification
26 56 00	EXTERIOR LIGHTING	0	06/20/22		Bid & Permit Specification
<b>27 - Communications</b>					
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	0	06/20/22		Bid & Permit Specification
27 05 53	IDENTIFICATION FOR COMMUNICATION SYSTEMS	0	06/20/22		Bid & Permit Specification
27 13 43	COMMUNICATIONS SERVICES CABLING	0	06/20/22		Bid & Permit Specification
27 51 16	MULTI PURPOSE ROOM PUBLIC ADDRESS SYSTEM	0	06/20/22		Bid & Permit Specification
<b>28 - Electronic Safety and Security</b>					
28 31 00	FIRE DETECTION AND ALARM	0	06/20/22		Bid & Permit Specification
28 46 19	ELECTRONIC DETENTION CONTROL AND MONITORING SYSTEM	0	06/20/22		Bid & Permit Specification
<b>32 - Exterior Improvements</b>					
32 31 13	CHAIN LINK FENCES AND GATES	0	06/20/22		Bid & Permit Specification
32 92 19	LAWN SEEDING	0	06/20/22		Bid & Permit Specification
32 93 00	LANDSCAPING	0	06/20/22		Bid & Permit Specification

Drawing No.	Drawing Title	Addendum #4 (07/15/22)	Addendum #3 (07/08/22)	Addendum #2 (07/06/22)	Issued for Bid & Permit Set (06/20/22)
<b>General</b>					
G0.0	COVER SHEET				0
G0.1	ARCHITECTURAL SYMBOLS, ABBREVIATIONS & GENERAL NOTES				0
G0.2	DRAWING INDEX				0
G1.1	OVERALL FIRST FLOOR CODE COMPLIANCE PLAN				0
G1.1A	FIRST FLOOR CODE COMPLIANCE PLAN - AREA 'A'				0
G1.1B	FIRST FLOOR CODE COMPLIANCE PLAN - AREA 'B'				0
G1.1C	FIRST FLOOR CODE COMPLIANCE PLAN - AREA 'C'				0
G1.1D	FIRST FLOOR AND MEZZANINE CODE COMPLIANCE PLAN - AREA 'D'			1	0
G1.2	CODE COMPLIANCE COMCHECK REPORTS				0
G1.3	CODE COMPLIANCE COMCHECK REPORTS				0
G2.1	WALL PENETRATION DETAILS				0
G2.2	MOUNTING HEIGHTS AND STANDARD DETAILS				0
G2.3	MOUNTING HEIGHTS AND STANDARD DETAILS				0
<b>Civil</b>					
C0.0	GENERAL NOTES	2		1	0
C1.0	ALTA SURVEY				0
C1.1	OVERALL EXISTING SITE PLAN				0
C1.2	OVERALL PROPOSED SITE PLAN			1	0
C1.3	OVERALL PROPOSED UTILITY PLAN	2		1	0
C1.4	OVERALL PROPOSED GRADING PLAN	2		1	0
C1.5	OVERALL PROPOSED EROSION CONTROL PLAN				0
C1.6	POND DETAILS	1			0
C1.7	DETAILS	1			0
C1.8	DETAILS 2				0
<b>Landscaping</b>					
L0.0	LANDSCAPE PLAN OVERALL				0
L1.0	LANDSCAPE PLAN				0
L1.1	LANDSCAPE PLAN			1	0
L1.2	LANDSCAPE PLAN				0
<b>Architectural Site</b>					
A0.1	ARCHITECTURAL SITE PLAN				0
A0.2	ENLARGED ARCHITECTURAL SITE PLANS			1	0
A0.3	ARCHITECTURAL SITE DETAILS				0
<b>Architectural</b>					
A1.1	FLOOR PLAN -1ST FLOOR - OVERALL				0
A1.1A	NOTATION PLAN - 1ST FLOOR -AREA 'A'				0
A1.1B	NOTATION PLAN - 1ST FLOOR -AREA 'B'				0
A1.1C	NOTATION PLAN - 1ST FLOOR -AREA 'C'				0
A1.1D	NOTATION PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0
A1.2	DIMENSION PLAN - 1ST FLOOR - OVERALL				0
A1.2A	DIMENSION PLAN - 1ST FLOOR -AREA 'A'				0
A1.2B	DIMENSION PLAN - 1ST FLOOR -AREA 'B'				0
A1.2C	DIMENSION PLAN - 1ST FLOOR -AREA 'C'				0
A1.2D	DIMENSION PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0
A1.3	ROOF PLAN - OVERALL				0
A1.3A	ROOF PLAN -AREA 'A'				0
A1.3B	ROOF PLAN -AREA 'B'				0
A1.3C	ROOF PLAN -AREA 'C'				0
A1.3D	ROOF PLAN -AREA 'D'				0
A1.4	REFLECTED CEILING PLAN - 1ST FLOOR - OVERALL				0
A1.4A	REFLECTED CEILING PLAN - 1ST FLOOR -AREA 'A'				0
A1.4B	REFLECTED CEILING PLAN - 1ST FLOOR -AREA 'B'				0
A1.4C	REFLECTED CEILING PLAN - 1ST FLOOR -AREA 'C'				0
A1.4D	REFLECTED CEILING PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0
A1.5	FINISH PLAN -1ST FLOOR - OVERALL				0
A1.5A	FINISH PLAN -1ST FLOOR - AREA 'A'				0
A1.5B	FINISH PLAN -1ST FLOOR - AREA 'B'				0
A1.5C	FINISH PLAN -1ST FLOOR - AREA 'C'				0
A1.5D	FINISH PLAN -1ST FLOOR AND MEZZANINE -AREA 'D'				0
A1.6A	SIGNAGE PLAN -1ST FLOOR -AREA 'A'				0
A1.6B	SIGNAGE PLAN -1ST FLOOR -AREA 'B'				0
A1.6C	SIGNAGE PLAN -1ST FLOOR -AREA 'C'				0
A1.6D	SIGNAGE PLAN -1ST FLOOR AND MEZZANINE -AREA 'D'				0
A1.7A	FURNITURE PLAN - 1ST FLOOR -AREA 'A'				0
A1.7B	FURNITURE PLAN - 1ST FLOOR -AREA 'B'				0
A1.7C	FURNITURE PLAN - 1ST FLOOR -AREA 'C'				0
A1.7D	FURNITURE PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0
A2.0	EXTERIOR ELEVATIONS				0
A2.1	ENLARGED EXTERIOR ELEVATIONS		1		0
A2.2	ENLARGED EXTERIOR ELEVATIONS		1		0
A2.3	ENLARGED EXTERIOR ELEVATIONS		1		0
A2.4	ENLARGED EXTERIOR ELEVATIONS		1		0
A2.5	EXTERIOR & INTERIOR STOREFRONT TYPES				0
A3.0	BUILDING SECTIONS				0
A3.1	BUILDING SECTIONS				0
A3.2	WALL SECTIONS				0
A3.3	WALL SECTIONS				0
A3.4	WALL SECTIONS				0
A3.5	WALL SECTIONS				0
A3.6	WALL SECTIONS				0
A3.7	WALL SECTIONS				0
A3.8	WALL SECTIONS				0

Drawing No.	Drawing Title	Addendum #4 (07/15/22)	Addendum #3 (07/08/22)	Addendum #2 (07/06/22)	Issued for Bid & Permit Set (06/20/22)
A3.9	VERTICAL CIRCULATION				0
A3.10	EXTERIOR DETAILS				0
A3.11	EXTERIOR DETAILS				0
A4.0	ENLARGED PLANS & INTERIOR ELEVATIONS				0
A4.1	ENLARGED PLANS & INTERIOR ELEVATIONS				0
A4.2	ENLARGED PLANS & INTERIOR ELEVATIONS				0
A4.3	ENLARGED DETENTION PLANS & INTERIOR ELEVATIONS				0
A4.4	ENLARGED PLANS & INTERIOR ELEVATIONS				0
A4.5	INTERIOR ELEVATIONS				0
A4.6	INTERIOR ELEVATIONS				0
A4.7	INTERIOR ELEVATIONS				0
A4.8	INTERIOR ELEVATIONS				0
A4.9	INTERIOR ELEVATIONS				0
A4.10	INTERIOR ELEVATIONS				0
A4.11	INTERIOR ELEVATIONS				0
A4.12	ENLARGED PLAN DETAILS				0
A5.0	DOOR AND FRAME SCHEDULES & TYPES				0
A5.1	DOOR DETAILS				0
A5.2	DOOR & BORROWED LITE DETAILS				0
A5.3	STOREFRONT DETAILS				0
A5.4	FINISH LEGEND & EQUIPMENT SCHEDULES				0
A6.1	PARTITION TYPES				0
A6.2	PARTITION DETAILS				0
A6.3	ROOF DETAILS				0
A6.4	ROOF DETAILS				0
A6.5	ROOF DETAILS				0
A6.6	CEILING DETAILS				0
A6.7	LOCKER TYPES AND INTERIOR DETAILS				0
A6.8	CASEWORK AND INTERIOR DETAILS				0
A6.9	CASEWORK AND INTERIOR DETAILS				0
A6.10	DETENTION DETAILS				0
A6.11	SIGNAGE DETAILS				0
A6.12	SIGNAGE DETAILS				0
<b>Structural</b>					
S0.1	GENERAL NOTES AND ABBREVIATIONS				0
S0.2	PROJECT SCHEDULES AND NOTES				0
S1.1	OVERALL FOUNDATION PLAN				0
S1.2	SNOW DRIFT PLAN				0
S1.3	ROOF UPLIFT PLAN				0
S1.4	ROOF DECK FASTENING PLAN				0
S1.A1	FOUNDATION PLAN - AREA A				0
S1.A2	ROOF FRAMING PLAN - AREA A				0
S1.B1	FOUNDATION PLAN - AREA B			1	0
S1.B2	ROOF FRAMING PLAN - AREA B			1	0
S1.B3	ROOF FRAMING PLAN - AREA B				0
S1.C1	FOUNDATION PLAN - AREA C				0
S1.C2	ROOF FRAMING PLAN - AREA C				0
S1.C3	ROOF FRAMING PLAN - AREA C				0
S1.D1	FOUNDATION PLAN - AREA D				0
S1.D2	FLOOR FRAMING PLAN - AREA D				0
S1.D3	ROOF FRAMING PLAN - AREA D				0
S3.1	FRAMING ELEVATIONS				0
S5.1	SECTIONS AND DETAILS				0
S5.2	SECTIONS AND DETAILS				0
S5.3	SECTIONS AND DETAILS				0
S5.4	SECTIONS AND DETAILS				0
S5.5	SECTIONS AND DETAILS				0
S5.6	SECTIONS AND DETAILS				0
S5.7	SECTIONS AND DETAILS				0
S5.8	SECTIONS AND DETAILS				0
S5.9	SECTIONS AND DETAILS				0
S5.10	SECTIONS AND DETAILS				0
S5.11	SECTIONS AND DETAILS				0
<b>Mechanical</b>					
M0.0	MECHANICAL GENERAL NOTES/SYMBOLS				0
M1.1A	MECHANICAL PLAN - 1ST FLOOR -AREA 'A'			1	0
M1.1B	MECHANICAL PLAN - 1ST FLOOR -AREA 'B'			1	0
M1.1C	MECHANICAL PLAN - 1ST FLOOR -AREA 'C'			1	0
M1.1D	MECHANICAL PLAN - AREA 'D'			1	0
M1.3A	MECHANICAL PLAN -ROOF- AREA 'A'			1	0
M1.3B	MECHANICAL PLAN -ROOF- AREA 'B'			1	0
M1.3C	MECHANICAL PLAN -ROOF- AREA 'C'			1	0
M1.3D	MECHANICAL PLAN -ROOF- AREA 'D'				0
M2.1A	HEATING PLAN -1ST FLOOR -AREA 'A'			1	0
M2.1B	HEATING PLAN -1ST FLOOR -AREA 'B'			1	0
M2.1C	HEATING PLAN -1ST FLOOR -AREA 'C'			1	0
M2.1D	HEATING PLAN -1ST FLOOR -AREA 'D'			1	0
M3.1	MECHANICAL SECTIONS				0
M4.1	MECHANICAL SCHEDULES				0
M4.2	MECHANICAL SCHEDULES			1	0
M4.3	MECHANICAL SCHEDULES			1	0
M4.4	MECHANICAL SCHEDULES			1	0
M5.1	MECHANICAL DETAILS				0

Drawing No.	Drawing Title	Addendum #4 (07/15/22)	Addendum #3 (07/08/22)	Addendum #2 (07/06/22)	Issued for Bid & Permit Set (06/20/22)
M5.2	MECHANICAL DETAILS			1	0
M5.3	MECHANICAL DETAILS			1	0
TC1.0	TEMPERATURE CONTROLS SCHEMATICS				0
TC1.1	TEMPERATURE CONTROLS SCHEMATICS				0
TC1.2	TEMPERATURE CONTROLS SCHEMATICS				0
TC1.3	TEMPERATURE CONTROLS SCHEMATICS				0
<b>Plumbing</b>					
P0.0	PLUMBING TITLE SHEET			1	0
P2.0A	PLUMBING PLAN - FOUNDATION - AREA 'A'			1	0
P2.0B	PLUMBING PLAN - FOUNDATION - AREA 'B'			1	0
P2.0C	PLUMBING PLAN - FOUNDATION - AREA 'C'			1	0
P2.0D	PLUMBING PLAN - FOUNDATION - AREA 'D'			1	0
P2.1A	PLUMBING PLAN - 1ST FLOOR -AREA 'A'			1	0
P2.1B	PLUMBING PLAN - 1ST FLOOR -AREA 'B'			1	0
P2.1C	PLUMBING PLAN - 1ST FLOOR -AREA 'C'			1	0
P2.1D	PLUMBING PLANS - 1ST FLOOR -AREA 'D'			1	0
P2.2A	PLUMBING PLAN - ROOF AREA 'A'			0	
P2.2B	PLUMBING PLAN - ROOF AREA 'B'			0	
P2.2C	PLUMBING PLAN - ROOF AREA 'C'			0	
P3.1	PLUMBING ISOMETRIC DIAGRAMS			0	
P4.1	PLUMBING SCHEDULES			1	0
P5.1	PLUMBING DETAILS				0
<b>Fire Protection</b>					
F0.0	FIRE PROTECTION GENERAL NOTES, LEGEND, AND DETAILS				0
F2.1A	FIRE PROTECTION PLAN - 1ST FLOOR -AREA 'A'				0
F2.1B	FIRE PROTECTION PLAN - 1ST FLOOR -AREA 'B'				0
F2.1C	FIRE PROTECTION PLAN - 1ST FLOOR -AREA 'C'				0
F2.1D	FIRE PROTECTION PLAN - 1ST FLOOR -AREA 'D'				0
F5.1	FIRE PROTECTION DETAILS				0
<b>Electrical</b>					
E0.0	ELECTRICAL TITLE SHEET	1			0
E0.1	ELECTRICAL SITE PLAN	2		1	0
E2.1A	ELECTRICAL LIGHTING PLAN -1ST FLOOR -AREA 'A'	2		1	0
E2.1B	ELECTRICAL LIGHTING PLAN -1ST FLOOR -AREA 'B'	2		1	0
E2.1C	ELECTRICAL LIGHTING PLAN -1ST FLOOR -AREA 'C'	2		1	0
E2.1D	ELECTRICAL LIGHTING PLAN -1ST FLOOR -AREA 'D'	2		1	0
E3.1A	ELECTRICAL POWER PLAN - 1ST FLOOR -AREA 'A'	2		1	0
E3.1B	ELECTRICAL POWER PLAN - 1ST FLOOR -AREA 'B'	2		1	0
E3.1C	ELECTRICAL POWER PLAN - 1ST FLOOR -AREA 'C'	2		1	0
E3.1D	ELECTRICAL POWER PLAN - 1ST FLOOR -AREA 'D'	2		1	0
E3.2A	ELECTRICAL POWER PLAN - ROOF -AREA 'A'	2		1	0
E3.2B	ELECTRICAL POWER PLAN - ROOF -AREA 'B'	2		1	0
E3.2C	ELECTRICAL POWER PLAN - ROOF -AREA 'C'	2		1	0
E3.2D	ELECTRICAL POWER PLAN - ROOF -AREA 'D'	2		1	0
E4.1A	ELECTRICAL SYSTEMS PLAN -1ST FLOOR -AREA 'A'	2		1	0
E4.1B	ELECTRICAL SYSTEMS PLAN -1ST FLOOR -AREA 'B'	2		1	0
E4.1C	ELECTRICAL SYSTEMS PLAN -1ST FLOOR -AREA 'C'	2		1	0
E4.1D	ELECTRICAL SYSTEMS PLAN -1ST FLOOR -AREA 'D'	1			0
E4.2A	ELECTRICAL SYSTEMS PLAN -ROOF-AREA 'A'				0
E4.2B	ELECTRICAL SYSTEMS PLAN -ROOF-AREA 'B'				0
E4.2C	ELECTRICAL SYSTEMS PLAN -ROOF-AREA 'C'				0
E4.2D	ELECTRICAL SYSTEMS PLAN -ROOF-AREA 'D'				0
E5.1	ENLARGED ELECTRICAL PLANS	1			0
E6.1	ONE-LINE DIAGRAM	2		1	0
E6.2	GROUNDING DIAGRAM	1		0	
E7.1	SCHEDULES	2		1	0
E7.2	SCHEDULES	2		1	0
E7.3	SCHEDULES	2		1	0
E7.4	SCHEDULES	2		1	0
E7.5	SCHEDULES	2		1	0
E7.6	SCHEDULES	1			0
E7.7	SCHEDULES	2		1	0
E8.1	DETAILS	2		1	0
E8.2	DETAILS				0
E8.3	LOW VOLTAGE SYSTEMS DETAILS	2		1	0
E9.1	ELECTRICAL SECTIONS	1			0
<b>Security</b>					
DE.01	SECURITY LEGEND				0
DE.02	SECURITY PLAN- 1ST FLOOR - AREA 'A'				0
DE.03	SECURITY PLAN - 1ST FLOOR - AREA 'B'				0
DE.04	SECURITY PLAN - 1ST FLOOR - AREA 'C'				0
DE.05	NOTATION PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0

Exhibit 5 Master Schedule

Village of Caledonia  
Public Safety Building

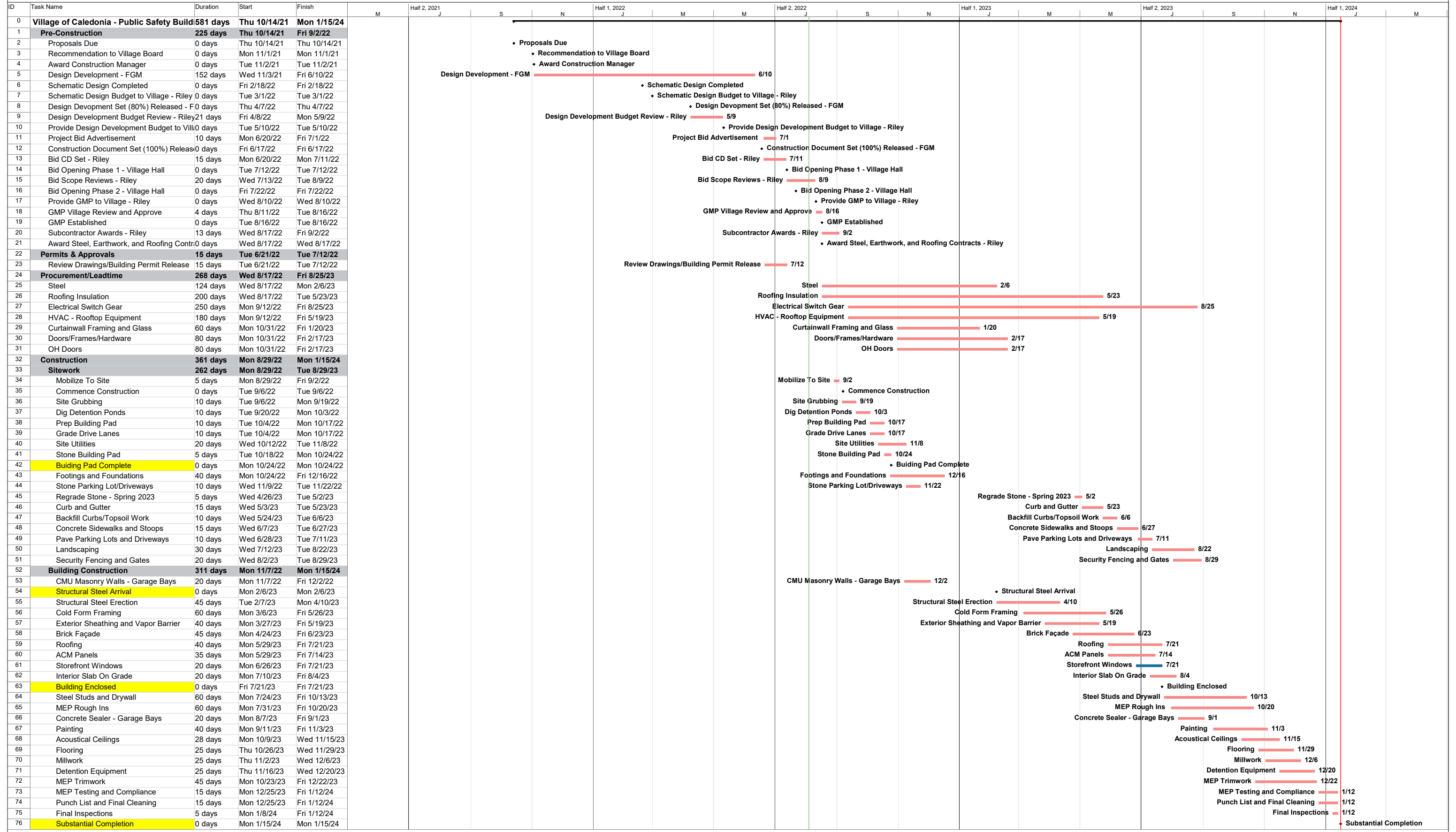




Exhibit 6

**KENOSHA & RACINE**

RILEY CONSTRUCTION COMPANY

**LABOR RATES**

DATES EFFECTIVE 6/1/22 - 5/31/23

CLASSIFICATION	INVOICED RATES		
	ST	OT	DT
Superintendent	124.00	186.00	248.00
Senior Project Manager	130.00	130.00	130.00
Project Estimator	108.00	108.00	108.00
Project Engineer	88.00	88.00	88.00
Project Coordinator	67.00	100.50	100.50

All rates subject to change on June 1<sup>st</sup> of each year

Exhibit 7  
Time and Material Equipment Rates  
June 1, 2022 - May 31, 2023

ID	EQUIPMENT BILLING RATE PER	HOUR	DAY	WEEK	MONTH	OTHER
40	CELL PHONES	\$ 0.75				
41	TECHNOLOGY	\$ 3.50	\$ 28.00			
42	GC PAY				\$ 130.00	
43	PROCORE				\$ 110.00	
<b>TRUCKS</b>						
101	LARGE DELIVERY TRUCK	\$ 75.00				
102	SMALL DELIVERY TRUCK	\$ 40.00				
103	PICKUP TRUCK / AUTO ALLOWANCE	\$ 12.00	\$ 96.00			
108	DELIVERY TRAILER	\$ 35.00				
<b>TRAILERS</b>						
104	OFFICE TRAILER				\$ 900.00	
106	SEA CONTAINER				\$ 125.00	
107	CREW TRAILER				\$ 375.00	
<b>LIFT &amp; EXCAVATING EQUIPMENT</b>						
201	LARGE TELEHANDLER		\$ 752.38	\$ 1,971.31	\$ 4,350.24	
206	UNILOADER		\$ 298.92	\$ 880.82	\$ 2,194.08	
207	UNILOADER ATTACHMENT		\$ 265.00	\$ 805.00	\$ 1,935.00	
208	JCB		\$ 426.28	\$ 1,083.39	\$ 2,517.42	
<b>CONCRETE EQUIPMENT</b>						
307	AIR COMPRESSOR		\$ 167.60	\$ 461.84	\$ 1,095.94	
309	SOFT CUT SAW		\$ 166.95	\$ 484.25	\$ 1,182.48	
310	FINISHING MACHINE - RIDING		\$ 237.32	\$ 656.59	\$ 1,664.23	
311	FINISHING MACHINE - WALK BEHIND		\$ 87.10	\$ 271.86	\$ 637.86	
313	COMPACTOR		\$ 85.56	\$ 269.46	\$ 656.92	
314	VIBRATOR		\$ 58.39	\$ 186.46	\$ 440.73	
316	VIBRATING SCREED		\$ 93.38	\$ 268.72	\$ 667.04	
<b>CONCRETE FORMS</b>						
401	SYMONS FORMS PER SQUARE FOOT		\$ 0.12			
402	SYMONS SHORING POSTS		\$ 10.00			
<b>SCAFFOLDING</b>						
500	24' HYDRO MOBILE POWER UNIT				\$ 2,800.00	
503	PLANK		\$ 2.00			
504	CANTILEVER / RETURN				\$ 325.00	
506	SCAFFOLD RINGS		\$ 2.00			
512	HYDRO WINTER ENCLOSURES		\$ 3.50			
513	HOG LEG KIT			\$ 350.00		
514	HOG LEG EXTENSION KIT			\$ 235.00		
516	5' HYDRO TOWER				\$ 50.00	
<b>MASONRY EQUIPMENT</b>						
507	MORTAR/CONCRETE MIXER		\$ 95.00	\$ 278.00	\$ 710.00	
508	MASONRY TABLE SAW		\$ 123.60	\$ 356.90	\$ 887.32	
511	GROUT HOG		\$ 245.00	\$ 638.00	\$ 1,913.00	
<b>MISC. EQUIPMENT</b>						
703	GENERATOR		\$ 84.00	\$ 277.00	\$ 731.00	
709	MOBILE GENERATOR		\$ 320.00	\$ 1,100.00	\$ 3,300.00	
704	WELDER		\$ 115.00	\$ 285.00	\$ 780.00	
802	BARRICADES		\$ 6.00	\$ 15.00	\$ 44.00	
804	EXHAUST FAN		\$ 65.00	\$ 205.00	\$ 480.00	
806	PANEL LIFT		\$ 56.00	\$ 135.00	\$ 360.00	
809	INSULATED BLANKET		\$ 6.00			w/ max of \$60/Ea Blanket
810	AIR QUALITY TESTER		\$ 30.00			
811	TRASH CHUTE (per section)				\$ 215.00	
812	HEPA FILTER		\$ 165.00	\$ 305.00	\$ 750.00	



Exhibit 7  
Time and Material Equipment Rates  
June 1, 2022 - May 31, 2023

813	TURBO STRIPPER		\$ 275.00	\$ 825.00	\$ 2,125.00	
814	CARPET PULLER		\$ 80.00	\$ 240.00		
815	RAPTOR FALL PROTECTION		\$ 14.00		\$ 42.00	
816	FIREPROOF SPRAYER		\$ 185.00	\$ 415.00	\$ 1,010.00	
817	SAFETY GATE SYSTEMS			\$ 17.00	\$ 51.00	
831	WARNING LINE POSTS		\$3.00			
832	PARAPIT WALL BRACKET		\$2.00			
818	POWER/PRESSURE WASHER		\$ 165.00	\$ 430.00	\$ 1,159.00	
820	AIR COOLER AC UNIT		\$ 275.00	\$ 575.00	\$ 1,065.00	
821	RENTAL PARTITIONS		\$ 0.35			
822	ELECTRIC WATER PUMP		\$ 54.00	\$ 145.00	\$ 379.00	
823	GANG BOXES w/TOOLS		\$ 35.00			
824	GONDOLAS		\$ 10.00			
825	DUMP HOPPER		\$ 10.00			
826	THEODOLITE		\$ 20.00	\$ 80.00	\$ 300.00	
827	GRADE LASER		\$ 30.00	\$ 120.00	\$ 400.00	
828	LASER SCANNER		\$ 1,100.00			
830	TRIMBLE UNIT		\$ 350.00	\$ 1,400.00	\$ 4,200.00	
833	HILTI 2000 BREAKER		\$ 62.00	\$ 82.00	\$ 256.00	
	EQUIPMENT FUEL CHARGES					current gas prices

\*\*\* All rates subject to change annually on June 1st due to market conditions



**EXHIBIT 8**  
**INSURANCE REQUIREMENTS**

Contractor's Insurance: Prior to the Contractor commencing any work on the project job site, and as a condition of payment, the Contractor shall provide proof of insurance which meets Riley Construction Company's minimum requirements as outlined below.

**A. Worker's Compensation**

1. Minimum limits of liability: Statutory limits in jurisdictions of operation

**B. Employer's Liability**

1. Minimum limits of liability:
- a) Wisconsin: \$ 100,000 each accident  
\$ 500,000 disease - policy limit
  - b) Illinois: \$ 100,000 disease - each employee  
\$ 1,000,000 each accident  
\$ 1,000,000 disease - policy limit  
\$ 1,000,000 disease - each employee

**C. Commercial General Liability – Blanket Coverage**

1. Minimum limits of liability (which may be satisfied by combinations of primary & excess layers):
- \$ 1,000,000 each occurrence
  - \$ 2,000,000 aggregate - per project
  - \$ 2,000,000 products - completed operations aggregate
  - \$ 1,000,000 personal & adv injury
  - \$ 100,000 damage to rented premises
  - \$ 5,000 medical payments to any one person
2. Coverage required:
- a) Premises / Operations Liability
  - b) Occurrence Bodily Injury and Property Damage Liability – Blanket Coverage
  - c) Independent Contractor's Liability
  - d) Completed Operations and Product Liability maintained for at least one year beyond completion dates of project
  - e) Blanket Broad Form Contractual Liability (with no limitations by endorsement and which specifically covers the Indemnity Provisions of the Agreement between Contractor and Riley Construction Company)
  - f) Broad Form Property Damage Liability (including Completed Operations)
  - g) Per Project Aggregate shall apply to Riley Construction projects
  - h) Professional Liability Coverage (Errors and Omissions) for your work or work performed for others. Professional Liability Coverage limits shall be a minimum of the following:
    - Limit of \$2,000,000.00 per claim
    - General Aggregate of \$2,000,000.00 for the contract services rendered
    - Blanket coverage is not required
  - i) Pollution Liability Coverage limits of liability of \$1,000,000.00 per claim and aggregate. Blanket coverage is not required.
  - j) The coverage afforded the Additional Insureds shall be primary insurance.
  - k) There shall be no residential exclusions and/or limitations on any line of insurance including umbrella coverage.

**D. Comprehensive Automobile**

1. Minimum limits of liability: \$ 1,000,000 combined single limit



**E. Excess / Umbrella Liability**

1. Minimum limits of liability:                   \$ 2,000,000 each occurrence  
  \$ 2,000,000 general aggregate
  
2. All MEP subcontractors and any other subcontractor who will perform work on the project site where the aggregate amount to be paid to the subcontractor totals \$1,000,000.00 or more shall maintain the following minimum limits of liability:  
  \$5,000,000.00 each occurrence  
  \$5,000,000.00 general aggregate
  
3. Blanket Coverage shall follow form from the Primary layers.

**F. Certificate of Insurance Requirements**

1. Riley Construction Co. (including its shareholders, directors, officers, agents, and employees), the Project Owner, and the Project Architect must be added as additional insured to General and Excess Liability insurance. If the Additional Insureds have other insurance which is applicable to a loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this policy shall not be reduced by the existence of such other insurance.
2. All Blanket additional insured endorsements (including any other endorsement as to completed operations) and any limitations of required primary coverage must provide Blanket Coverage and be provided with certificates and waiver of subrogation. Endorsements and waivers shall apply for ongoing and completed work using Blanket ISO form or equivalent. Waiver of subrogation applies in favor of the additional insured's for general liability, and form WC000313 for worker's compensation. Scheduled Endorsements are NOT acceptable.
3. Any changes / exclusions of the Excess / Umbrella policy as to aggregates and/or additional insured shall be provided by copy of the relevant endorsement or policy language.
4. All self insured retentions and/or deductible and/or other assumed financial arrangements must be disclosed on the certificate or via endorsement.
5. General Liability, Workers Compensation, and Umbrella policies shall contain a Waiver of Subrogation as to Riley Construction Co., Project Owner and Architect.
6. All certificates and endorsements shall be submitted as Certificate Holder to: Riley Construction Co.
7. Professional Liability Coverage limits, deductibles/SIR, policy number and effective dates shall be identified on the Certificate of Insurance per the contract requirements.
8. Pollution Liability Coverage limits, deductibles/SIR, policy number and effective dates shall be identified on the Certificate of Insurance per the contract requirements.
9. Thirty (30) day's notice of cancellation or material change shall be given to Certificate Holder. The certificate shall not include language (as appears on the ACORD form) such as "if any" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives".
10. For Illinois projects, the certificate of insurance shall indicate that the umbrella/excess liability shall meet the employer's liability coverage or a copy of the umbrella/excess schedule must be provided.

**G. No Limit on Liability**

1. The insurance of Contractor shall in no way act as a limit on the coverage afforded to Riley Construction Co. or act as a description of the obligations of the Contractor.
2. The failure of Riley Construction Co. to require Contractor to comply with all terms and conditions shall not act as a waiver or, in any way, limit the obligations of Contractor.

**H. Insurance Carriers**

All insurance carriers are subject to the reasonable approval of Riley Construction Co.



I. **“Flow Down Language” Insurance Requirements**

1. Insurance requirements established by the Owner shall also apply to Riley’s Exhibit “A” insurance requirements.
2. If there is a discrepancy in the type of insurance coverage or limits, the insurance requirements with the higher limits and more restrictive coverage shall apply.
3. Blanket Additional Insured Endorsements are required and shall be at least equivalent to all insurance requirements identified in all contracts.

J. **Building Information Modelling “BIM”**

This information is being updated solely for the use of Riley Construction Company, Inc. and may contain inaccuracies. Riley Construction Company, Inc. makes no representation regarding the accuracy, adequacy, completeness, legality, reliability, or usefulness of the information contained within these files. Information contained within these files does not override or replace, nor is it intended to override or replace, any requirements under the contract documents, original drawings and specifications, the prime contract, or the subcontracts. Use of, and reliance on, any information contained within these files is done entirely at the user’s risk. Riley Construction Company, Inc. takes no responsibility for accuracy or completeness of this information and shall not be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone’s use of the information.

User’s agrees to defend, indemnify, and hold harmless Riley Construction Company, Inc., its officers, and employees from all claims and expenses, including attorney’s fees, arising from your use of the information.



## Exhibit 9

RILEY CONSTRUCTION COMPANY

### Material Escalation and Project Delay

**Material escalation and project delay:**

*"The Parties acknowledge and agree that, due to current supply chain constraints and market demands, there is the potential for material cost increases and delays in deliveries of various construction materials. Because of the unpredictable nature of such material shortages, price and schedule protection for all material, equipment and commodities associated with the scope of work, cannot be guaranteed until material shipment is confirmed to be in transit to the site and is considered a potential compensable excusable delay under this contract. Contractor has included an escalation contingency of \$369,988.00 in the GMP. No additional time in the schedule has been allotted for these unforeseen items. Contractor will use reasonable efforts to minimize any impacts, however, in the event the Cost of Work increases due to such material cost increase beyond Contractor's reasonable control, the Contract Sum shall be increased accordingly. In the event material shortages or unavailability impact the critical path schedule activities, Contractor shall be entitled to an extension of time and any direct costs incurred due to the delay."*



## Exhibit 10

RILEY CONSTRUCTION COMPANY

### Force Majeure for Owner Contract

**Force Majeure for Owner Contract:**

*If the Construction Manager is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, acts of God, pandemics, war, government mandates, unusual or unforeseen delay in deliveries, unavailability of fuel, power, supplies or materials, unavoidable casualties or other causes beyond the Construction Manager control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Construction Manager from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Construction Manager is not entitled to an extension in the Contract Time under the Contract Documents. The Construction Manager further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated by the Construction Manager, (ii) could not be limited or avoided by timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.*

## EXHIBIT B



**Village of Caledonia  
Public Safety Building**  
Chester Lane, Racine, WI 53402

**Construction Documents Phase**  
November 16, 2022

### Awarded Subcontractors

DESCRIPTION	CONTRACTOR
#3.01 Concrete Foundations	Riley Construction
#3.02 Concrete Flatwork	Riley Construction
#4.01 Masonry	Riley Construction
#5.01 Structural Steel & Misc. Metals	Cardinal Fabricating Corp.
#5.02 Cold-Formed Framing, DEFS, Spray Foam Insulation, and Studs & Gypsum Board	Davco Development
#6.01 Millwork	Lannon Millwork
#6.02 Rough and Finish Carpentry, VDB, Toilet Partitions and Accessories, Fire Extinguishers & Cabinets, and Window Treatments	Riley Construction
#7.01 Roofing and Sheet Metal	Carlson Racine Roofing & Sheet Metal
#7.02 Aluminum Composite Panels & Aluminum Siding	Langer Roofing & Sheet Metal
#7.03 Air & Vapor Barrier and Caulking	Waukesha Air & Vapor Barrier
#8.01 Doors, Frames, and Hardware	Illini Hardware Corporation
#8.03 Glass and Glazing	Milwaukee Plate Glass
#9.01 Ceramic Tile	Dickow-Cyzak Tile Co.
#9.02 Acoustical Ceilings and Acoustical Wall Panels	PCI Austad
#9.03 Carpet and Resilient Flooring	Lippert Flooring
#9.04 Special Coatings	Kevco Inc.
#9.05 Painting and Wall Coverings	All-Tech Decorating
#10.01 Signage	Michael's Signs
#11.01 Detention Equipment	WDSI / JTA Builders
#21.01 Fire Protection	Design Build Fire Protection
#22.01 Plumbing	Southport Engineered Systems
#23.01 HVAC	Southport Engineered Systems
#26.01 Electrical & Low Voltage	Kelso-Burnett Co.
#31.01 Earthwork	RLP Diversified
#32.01 Site Concrete, Bike Rack, Fence, and Flagpole	Riley Construction
#32.02 Landscaping	Breezy Hill Nursery
#32.03 Asphalt and Curb & Gutter	Cicchini Asphalt
#33.01 Site Utilities	A.W. Oakes & Sons

## CONTRACT

THIS CONTRACT made this \_\_\_\_\_ day of November, 2022, by and between **Reliable Door and Dock, Inc.** herein called the “Contractor” and the Village of Caledonia, Wisconsin, a municipal body, located in Racine County, Wisconsin. The Village of Caledonia herein called called the “Owner”.

## WITNESSETH

For and in consideration of the mutual covenants herein contained the parties agree as follows:

### ARTICLE 1 SCOPE OF WORK

The Contractor hereby agrees at its own cost and expense to perform, furnish and pay for all work, workmanship, materials, labor, utility services, tools, equipment, appliances, machinery, transportation, appurtenances, services and incidentals, and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item indicated or described and as required by good practice to provide a complete and satisfactory improvement, system or structure, of any nature whatsoever necessary or convenient to complete the construction of the **Village of Caledonia Public Safety Building – Contract No. 08.02 – Overhead Doors** (hereinafter referred to as the “Project”) as shown on and as described in the:

#### **VILLAGE OF CALEDONIA - PUBLIC SAFETY BUILDING CONTRACT DOCUMENTS**

(hereinafter referred to as the “Contract Documents”), in a workmanlike manner and in strict conformity and full compliance with the Contract Documents herein mentioned and made a part of this Contract as fully and completely as if the same were fully set forth herein.

### ARTICLE 2 CONTRACT PRICE

The Owner shall pay to the Contractor **Two Hundred Sixty-One Thousand Eight Hundred Fifty Dollars (\$261,850)** for the performance of this Contract in the manner and at the times provided in the Contract Documents, subject to the final computation of the exact scope of work performed, and subject to any additions or deductions provided in the Contract Documents, and subject to adjustment in accordance with the Contract Documents. See attached Exhibit A for scope of work.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment the amounts computed hereunder and determined by the Contract Documents.

The Contractor agrees that if, within two years after the Completion Date Of The Work, any work provided by the Contractor or any of his subcontractors, suppliers or service providers is found by the Owner to be defective, or not in accordance with the Contract Documents, the Contractor shall, at the Contractor’s sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the



Owner to do so, and in accordance with the Owner's instructions, either correct such work, or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective.

The Owner, in case the items under this Contract are not finished within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge and finish the work at the expense of the Contractor and the sureties of the Contractor.

### **ARTICLE 3 COMPONENT PARTS OF THIS DOCUMENT**

This Contract consists of the following component parts of the Contract Documents, all of which are hereby made a part of this Contract as fully and completely as if the same were fully set forth herein:

- A. Plans and Specifications Provided by FGM Dated 6/20/22**
- B. Addendum 1 – 4 as listed in Exhibit A**
- C. The Subcontract Scope of Work as listed in Exhibit A**
- D. Project Documents as listed in Exhibit B**
- E. Project Schedule as listed in Exhibit C**
- F. Insurance Requirements as listed in Exhibit D**

The Contract Documents form a complete unit, and requirements called for by one are as binding as if called for by all.

### **ARTICLE 4 PAYMENT FOR LABOR, SERVICES,**

#### **MATERIALS, PLANS AND SPECIFICATIONS**

The Contractor specifically agrees to pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the work described in the Contract Documents, including without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment insurance, as the obligation of the Contractor.

Signature page to follow

IN WITNESS WHEREOF, we, the parties hereto, each hereby subscribe this Contract.

Reliable Door & Dock, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Office: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Office: \_\_\_\_\_

VILLAGE OF CALEDONIA, WISCONSIN

By: \_\_\_\_\_  
Lee Wishau  
Acting Village President

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

Provision has been made to pay the liability that will accrue under the above and foregoing Contract.

\_\_\_\_\_  
Wayne Krueger  
Caledonia Finance Manager

Date: \_\_\_\_\_

## EXHIBIT A

### OVERHEAD DOORS (Contract #08.02)

#### SECTION (S) OF WORK/DESCRIPTION:

Division 00	Bidding and Procurement Requirements
Division 01	General Requirements
07 92 00	Joint Sealants
08 33 23	Overhead Coiling Doors
08 36 13	Sectional Doors

#### SCOPE OF WORK INCLUSIONS:

1. Labor, material and equipment necessary to perform the above section(s) of work per plans and specifications as prepared by FGM Architects Inc. dated **6/20/2022**.
2. Addenda as outlined below have been reviewed in their entirety and are incorporated as part of this contract:
  - Addendum 1 dated 6/24/22
  - Addendum 2 dated 7/6/22
  - Addendum 3 dated 7/8/22
  - Addendum 4 dated 7/15/22
3. The following alternates are incorporated as part of this contract:
  -
4. Compliance with The Village of Caledonia licensing requirements for contractors.
5. Compliance with all OSHA, local, and RCCI safety requirements.
6. Includes all required safety equipment and measures to meet OSHA standards for this scope of work.
7. This Contractor shall not publish, permit to be published, or distribute for public or social consumption, any information, oral or written, concerning the performance of this contract, jobsite conditions, ongoing work of all trades and achievement of milestones, without the prior written consent of Riley Construction. It is understood and agreed that all photographs taken and/or time-lapse videos captured within the established construction limits of the project may not be used for any reason external to the completion of work, including marketing or other social communication, without prior awareness and acknowledgement, and failure to do so may result in termination of employees or firm.
8. If, and to the extent Constructor receives reimbursement or additional time from Owner under the prime agreement, the Subcontract Amount, Subcontract Time, and Progress Schedule shall be equitably adjusted for COVID-19 or any other epidemic, pandemic, or other declaration of public health emergency, affecting the performance of the Subcontract Work.
9. Provide all insurance requirements as required by RCCI, attached here to prior to starting on-site.
10. This subcontractor agrees to fully complete and return Riley Construction's Contractor Pre-Qualification Form as a condition of contract award (if not previously qualified).
11. Attendance at job site meetings is required unless excused in writing by Riley's project manager. Minimally, attendance is required at the pre-construction meeting, pre-install meetings (including the installing supervisor), weekly coordination meetings, weekly foreman meetings, daily foreman huddle, pull plan meetings and all meetings when subcontractor is delinquent with subcontract requirements, three (3) weeks prior to commencement of subcontract work, while subcontractor has crews on site, and up to three (3) weeks subsequent to completion of work on site. Failure to attend will result in a back-charge of \$500 being assessed without warning or notice.
12. Pro-actively participate in design and coordination meetings involving other trades. Identify installation needs prior to start of work as necessary for proper installation coordination. Contractor is responsible for reviewing all project documents to coordinate and anticipate conflicts with other trades, and to determine layout locations. No allowance for price increase will be allowed for the trade contractors failure to coordinate during construction, with other contractors and with the project documents.
13. Permits.
14. All plans & specs will be provided to subcontractors electronically. All copies will be made at the expense of this subcontractor. It is the responsibility of this subcontractor to download plans & specs from Riley's website. Failure to do so will not excuse nonperformance or constitute additional time.
15. Upload all submittals to Procure no later than 12/1/2022 If required by contract, this contractor also agrees to provide three (3) hard copies of approved submittals to Riley Construction for record

documents. Partial submittals are not acceptable and will not be reviewed or submitted to Architect for approval.

16. Upload all closeouts to Procore at least two (2) weeks prior to Project Substantial Completion. If required, this contractor also agrees to provide hard copies of all documents.
17. Provide all coordination drawing submittals as required in the Building Information Modeling and Coordination Exhibit.
18. Pricing for Changes in the Work will be submitted within five (5) business days of receiving the request for proposal / quote from Riley Construction Company. All prices not submitted in this time-frame will be considered incidental to the cost of the work (at the discretion of Riley project manager) and adjustment will be made to the subcontract amount.
19. Complete breakdown of proposed changes.
20. Limits of Markups for Changes in Work:  
Total Mark Up – 10%
21. Project lay-down area is extremely limited, and all suppliers shall assume that material deliveries will be made on a "just in time" basis. On site storage will be awarded solely by the on-site superintendent on an "as need" basis. No bulk material deliveries will be accepted at the project site without prior approval by the on-site superintendent.
22. If it is determined by the on-site superintendent that this subcontractor is delaying or disrupting the progress of the project, this subcontractor will be required to work multiple shifts, extended hours, and/or weekend hours at their cost.
23. Freight to job site, unloading, hoisting.
24. Subcontractors and suppliers are responsible for freight, unloading and hoisting of their own materials and equipment. RCCI may NOT have a lull or forklift on-site full-time.
25. All field measurements, field verifications, and any necessary layout/surveying.
26. All cutting, coring and patching as may pertain to this section of work. This includes, but is not limited to, patching of any applied fireproofing and intumescent mastic fireproofing, damaged or removed as a result of this contractor's activities.
27. Provide and maintain all existing conditions, temporary utilities, partitions, weather service, safety protection required for the installation of work in this scope.
28. Includes all protection to existing or finished materials during installation of this scope of work. Cost to repair any damage caused by installation of this scope of work to surrounding materials will be the sole responsibility of this contractor.
29. Mobilizations for phased work to complete work in accordance with RCCI project schedule.
30. A minimum 2-year labor, material, and equipment warranty for all work provided. Provide additional warranties where required by the project plans and specifications.
31. The cost for restarting failed work installed under this subcontract will be paid by this contractor.
32. Provide joint sealants (acoustical, general, or rated) at all penetrations through floors, ceilings, partitions, and finished surfaces. This includes installation of a UL listed firestopping system at all penetrations through rated assemblies. Riley reserves the right to hire an independent firestopping contractor to repair all failed penetrations at this subcontractor's expense.
33. All work within a listed specification section is provided by this subcontractor, unless otherwise noted in this subcontractor's scope of work. All references to work provided by other trades (the GC, CM, EC, etc.) should be ignored.
34. All work will be performed by employees of this subcontractor. If this subcontractor determines that a portion of the work will be provided by a secondary subcontractor, they are either listed below or a list will be provided to Riley Construction's project manager in writing prior to any mobilization on site.
35. Schedule is of the utmost importance and will be maintained by this subcontractor.  
Lead time for submittals: 2 weeks  
Lead time for material:
  - High Speed Roller Doors 15-20 weeks
  - Sectional Doors 20-35 weeksInstallation crew size: 4 workers  
Installation duration: 15 days

#### **SPECIFIC SCOPE OF WORK INCLUSIONS:**

1. Provide overhead doors, track, supports, brackets, operators, controls, hardware, weatherstripping, etc. as per the Contract Documents.
2. Provide all conduit, wiring (including low voltage) and boxes for overhead doors per plans and specifications.
3. Contract includes all photo eyes and door sensors per plans and specifications.
4. Contract includes OH doors that meet specifications for motor HP, door panel thickness and R value, door speeds, etc.
5. Includes providing wiring for the photo eyes and door sensors.
6. Contract includes OH door controls with buttons per plans and specifications.
7. Contract includes all OH door motors per plans and specifications.
8. Contractor to provide samples of any glass and panel colors for final selections.
9. Contractor to provide overhead doors that meet plans and specifications (\$12,000)

10. Overhead door contract to be held by the Village of Caledonia direct but contractor understands scheduling of work, submittal review, and pay applications will all be managed by Riley Construction. All submittals and pay applications to be sent to Riley for review and approval.

**SCOPE OF WORK EXCLUSIONS:**

1. None

Drawing No.	Drawing Title	Addendum #4 (07/15/22)	Addendum #3 (07/08/22)	Addendum #2 (07/06/22)	Issued for Bid & Permit Set (06/20/22)
<b>General</b>					
G0.0	COVER SHEET				0
G0.1	ARCHITECTURAL SYMBOLS, ABBREVIATIONS & GENERAL NOTES				0
G0.2	DRAWING INDEX				0
G1.1	OVERALL FIRST FLOOR CODE COMPLIANCE PLAN				0
G1.1A	FIRST FLOOR CODE COMPLIANCE PLAN - AREA 'A'				0
G1.1B	FIRST FLOOR CODE COMPLIANCE PLAN - AREA 'B'				0
G1.1C	FIRST FLOOR CODE COMPLIANCE PLAN - AREA 'C'				0
G1.1D	FIRST FLOOR AND MEZZANINE CODE COMPLIANCE PLAN - AREA 'D'			1	0
G1.2	CODE COMPLIANCE COMCHECK REPORTS				0
G1.3	CODE COMPLIANCE COMCHECK REPORTS				0
G2.1	WALL PENETRATION DETAILS				0
G2.2	MOUNTING HEIGHTS AND STANDARD DETAILS				0
G2.3	MOUNTING HEIGHTS AND STANDARD DETAILS				0
<b>Civil</b>					
C0.0	GENERAL NOTES	2		1	0
C1.0	ALTA SURVEY				0
C1.1	OVERALL EXISTING SITE PLAN				0
C1.2	OVERALL PROPOSED SITE PLAN			1	0
C1.3	OVERALL PROPOSED UTILITY PLAN	2		1	0
C1.4	OVERALL PROPOSED GRADING PLAN	2		1	0
C1.5	OVERALL PROPOSED EROSION CONTROL PLAN				0
C1.6	POND DETAILS	1			0
C1.7	DETAILS	1			0
C1.8	DETAILS 2				0
<b>Landscaping</b>					
L0.0	LANDSCAPE PLAN OVERALL				0
L1.0	LANDSCAPE PLAN				0
L1.1	LANDSCAPE PLAN			1	0
L1.2	LANDSCAPE PLAN				0
<b>Architectural Site</b>					
A0.1	ARCHITECTURAL SITE PLAN				0
A0.2	ENLARGED ARCHITECTURAL SITE PLANS			1	0
A0.3	ARCHITECTURAL SITE DETAILS				0
<b>Architectural</b>					
A1.1	FLOOR PLAN -1ST FLOOR - OVERALL				0
A1.1A	NOTATION PLAN - 1ST FLOOR -AREA 'A'				0
A1.1B	NOTATION PLAN - 1ST FLOOR -AREA 'B'				0
A1.1C	NOTATION PLAN - 1ST FLOOR -AREA 'C'				0
A1.1D	NOTATION PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0
A1.2	DIMENSION PLAN - 1ST FLOOR - OVERALL				0
A1.2A	DIMENSION PLAN - 1ST FLOOR -AREA 'A'				0
A1.2B	DIMENSION PLAN - 1ST FLOOR -AREA 'B'				0
A1.2C	DIMENSION PLAN - 1ST FLOOR -AREA 'C'				0
A1.2D	DIMENSION PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0
A1.3	ROOF PLAN - OVERALL				0
A1.3A	ROOF PLAN -AREA 'A'				0
A1.3B	ROOF PLAN -AREA 'B'				0
A1.3C	ROOF PLAN -AREA 'C'				0
A1.3D	ROOF PLAN -AREA 'D'				0
A1.4	REFLECTED CEILING PLAN - 1ST FLOOR - OVERALL				0
A1.4A	REFLECTED CEILING PLAN - 1ST FLOOR -AREA 'A'				0
A1.4B	REFLECTED CEILING PLAN - 1ST FLOOR -AREA 'B'				0
A1.4C	REFLECTED CEILING PLAN - 1ST FLOOR -AREA 'C'				0
A1.4D	REFLECTED CEILING PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0
A1.5	FINISH PLAN -1ST FLOOR - OVERALL				0
A1.5A	FINISH PLAN -1ST FLOOR - AREA 'A'				0
A1.5B	FINISH PLAN -1ST FLOOR - AREA 'B'				0
A1.5C	FINISH PLAN -1ST FLOOR - AREA 'C'				0
A1.5D	FINISH PLAN -1ST FLOOR AND MEZZANINE -AREA 'D'				0
A1.6A	SIGNAGE PLAN -1ST FLOOR -AREA 'A'				0
A1.6B	SIGNAGE PLAN -1ST FLOOR -AREA 'B'				0
A1.6C	SIGNAGE PLAN -1ST FLOOR -AREA 'C'				0
A1.6D	SIGNAGE PLAN -1ST FLOOR AND MEZZANINE -AREA 'D'				0
A1.7A	FURNITURE PLAN - 1ST FLOOR -AREA 'A'				0
A1.7B	FURNITURE PLAN - 1ST FLOOR -AREA 'B'				0
A1.7C	FURNITURE PLAN - 1ST FLOOR -AREA 'C'				0
A1.7D	FURNITURE PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0
A2.0	EXTERIOR ELEVATIONS				0
A2.1	ENLARGED EXTERIOR ELEVATIONS		1		0
A2.2	ENLARGED EXTERIOR ELEVATIONS		1		0
A2.3	ENLARGED EXTERIOR ELEVATIONS		1		0
A2.4	ENLARGED EXTERIOR ELEVATIONS		1		0
A2.5	EXTERIOR & INTERIOR STOREFRONT TYPES				0
A3.0	BUILDING SECTIONS				0
A3.1	BUILDING SECTIONS				0
A3.2	WALL SECTIONS				0
A3.3	WALL SECTIONS				0
A3.4	WALL SECTIONS				0
A3.5	WALL SECTIONS				0
A3.6	WALL SECTIONS				0
A3.7	WALL SECTIONS				0
A3.8	WALL SECTIONS				0

Drawing No.	Drawing Title	Addendum #4 (07/15/22)	Addendum #3 (07/08/22)	Addendum #2 (07/06/22)	Issued for Bid & Permit Set (06/20/22)
A3.9	VERTICAL CIRCULATION				0
A3.10	EXTERIOR DETAILS				0
A3.11	EXTERIOR DETAILS				0
A4.0	ENLARGED PLANS & INTERIOR ELEVATIONS				0
A4.1	ENLARGED PLANS & INTERIOR ELEVATIONS				0
A4.2	ENLARGED PLANS & INTERIOR ELEVATIONS				0
A4.3	ENLARGED DETENTION PLANS & INTERIOR ELEVATIONS				0
A4.4	ENLARGED PLANS & INTERIOR ELEVATIONS				0
A4.5	INTERIOR ELEVATIONS				0
A4.6	INTERIOR ELEVATIONS				0
A4.7	INTERIOR ELEVATIONS				0
A4.8	INTERIOR ELEVATIONS				0
A4.9	INTERIOR ELEVATIONS				0
A4.10	INTERIOR ELEVATIONS				0
A4.11	INTERIOR ELEVATIONS				0
A4.12	ENLARGED PLAN DETAILS				0
A5.0	DOOR AND FRAME SCHEDULES & TYPES				0
A5.1	DOOR DETAILS				0
A5.2	DOOR & BORROWED LITE DETAILS				0
A5.3	STOREFRONT DETAILS				0
A5.4	FINISH LEGEND & EQUIPMENT SCHEDULES				0
A6.1	PARTITION TYPES				0
A6.2	PARTITION DETAILS				0
A6.3	ROOF DETAILS				0
A6.4	ROOF DETAILS				0
A6.5	ROOF DETAILS				0
A6.6	CEILING DETAILS				0
A6.7	LOCKER TYPES AND INTERIOR DETAILS				0
A6.8	CASEWORK AND INTERIOR DETAILS				0
A6.9	CASEWORK AND INTERIOR DETAILS				0
A6.10	DETENTION DETAILS				0
A6.11	SIGNAGE DETAILS				0
A6.12	SIGNAGE DETAILS				0
<b>Structural</b>					
S0.1	GENERAL NOTES AND ABBREVIATIONS				0
S0.2	PROJECT SCHEDULES AND NOTES				0
S1.1	OVERALL FOUNDATION PLAN				0
S1.2	SNOW DRIFT PLAN				0
S1.3	ROOF UPLIFT PLAN				0
S1.4	ROOF DECK FASTENING PLAN				0
S1.A1	FOUNDATION PLAN - AREA A				0
S1.A2	ROOF FRAMING PLAN - AREA A				0
S1.B1	FOUNDATION PLAN - AREA B			1	0
S1.B2	ROOF FRAMING PLAN - AREA B			1	0
S1.B3	ROOF FRAMING PLAN - AREA B				0
S1.C1	FOUNDATION PLAN - AREA C				0
S1.C2	ROOF FRAMING PLAN - AREA C				0
S1.C3	ROOF FRAMING PLAN - AREA C				0
S1.D1	FOUNDATION PLAN - AREA D				0
S1.D2	FLOOR FRAMING PLAN - AREA D				0
S1.D3	ROOF FRAMING PLAN - AREA D				0
S3.1	FRAMING ELEVATIONS				0
S5.1	SECTIONS AND DETAILS				0
S5.2	SECTIONS AND DETAILS				0
S5.3	SECTIONS AND DETAILS				0
S5.4	SECTIONS AND DETAILS				0
S5.5	SECTIONS AND DETAILS				0
S5.6	SECTIONS AND DETAILS				0
S5.7	SECTIONS AND DETAILS				0
S5.8	SECTIONS AND DETAILS				0
S5.9	SECTIONS AND DETAILS				0
S5.10	SECTIONS AND DETAILS				0
S5.11	SECTIONS AND DETAILS				0
<b>Mechanical</b>					
M0.0	MECHANICAL GENERAL NOTES/SYMBOLS				0
M1.1A	MECHANICAL PLAN - 1ST FLOOR -AREA 'A'			1	0
M1.1B	MECHANICAL PLAN - 1ST FLOOR -AREA 'B'			1	0
M1.1C	MECHANICAL PLAN - 1ST FLOOR -AREA 'C'			1	0
M1.1D	MECHANICAL PLAN - AREA 'D'			1	0
M1.3A	MECHANICAL PLAN -ROOF- AREA 'A'			1	0
M1.3B	MECHANICAL PLAN -ROOF- AREA 'B'			1	0
M1.3C	MECHANICAL PLAN -ROOF- AREA 'C'			1	0
M1.3D	MECHANICAL PLAN -ROOF- AREA 'D'				0
M2.1A	HEATING PLAN -1ST FLOOR -AREA 'A'			1	0
M2.1B	HEATING PLAN -1ST FLOOR -AREA 'B'			1	0
M2.1C	HEATING PLAN -1ST FLOOR -AREA 'C'			1	0
M2.1D	HEATING PLAN -1ST FLOOR -AREA 'D'			1	0
M3.1	MECHANICAL SECTIONS				0
M4.1	MECHANICAL SCHEDULES				0
M4.2	MECHANICAL SCHEDULES			1	0
M4.3	MECHANICAL SCHEDULES			1	0
M4.4	MECHANICAL SCHEDULES			1	0
M5.1	MECHANICAL DETAILS				0

Drawing No.	Drawing Title	Addendum #4 (07/15/22)	Addendum #3 (07/08/22)	Addendum #2 (07/06/22)	Issued for Bid & Permit Set (06/20/22)
M5.2	MECHANICAL DETAILS			1	0
M5.3	MECHANICAL DETAILS			1	0
TC1.0	TEMPERATURE CONTROLS SCHEMATICS				0
TC1.1	TEMPERATURE CONTROLS SCHEMATICS				0
TC1.2	TEMPERATURE CONTROLS SCHEMATICS				0
TC1.3	TEMPERATURE CONTROLS SCHEMATICS				0
<b>Plumbing</b>					
P0.0	PLUMBING TITLE SHEET			1	0
P2.0A	PLUMBING PLAN - FOUNDATION - AREA 'A'			1	0
P2.0B	PLUMBING PLAN - FOUNDATION - AREA 'B'			1	0
P2.0C	PLUMBING PLAN - FOUNDATION - AREA 'C'			1	0
P2.0D	PLUMBING PLAN - FOUNDATION - AREA 'D'			1	0
P2.1A	PLUMBING PLAN - 1ST FLOOR -AREA 'A'			1	0
P2.1B	PLUMBING PLAN - 1ST FLOOR -AREA 'B'			1	0
P2.1C	PLUMBING PLAN - 1ST FLOOR -AREA 'C'			1	0
P2.1D	PLUMBING PLANS - 1ST FLOOR -AREA 'D'			1	0
P2.2A	PLUMBING PLAN - ROOF AREA 'A'			0	
P2.2B	PLUMBING PLAN - ROOF AREA 'B'			0	
P2.2C	PLUMBING PLAN - ROOF AREA 'C'			0	
P3.1	PLUMBING ISOMETRIC DIAGRAMS			0	
P4.1	PLUMBING SCHEDULES			1	0
P5.1	PLUMBING DETAILS				0
<b>Fire Protection</b>					
F0.0	FIRE PROTECTION GENERAL NOTES, LEGEND, AND DETAILS				0
F2.1A	FIRE PROTECTION PLAN - 1ST FLOOR -AREA 'A'				0
F2.1B	FIRE PROTECTION PLAN - 1ST FLOOR -AREA 'B'				0
F2.1C	FIRE PROTECTION PLAN - 1ST FLOOR -AREA 'C'				0
F2.1D	FIRE PROTECTION PLAN - 1ST FLOOR -AREA 'D'				0
F5.1	FIRE PROTECTION DETAILS				0
<b>Electrical</b>					
E0.0	ELECTRICAL TITLE SHEET	1			0
E0.1	ELECTRICAL SITE PLAN	2		1	0
E2.1A	ELECTRICAL LIGHTING PLAN -1ST FLOOR -AREA 'A'	2		1	0
E2.1B	ELECTRICAL LIGHTING PLAN -1ST FLOOR -AREA 'B'	2		1	0
E2.1C	ELECTRICAL LIGHTING PLAN -1ST FLOOR -AREA 'C'	2		1	0
E2.1D	ELECTRICAL LIGHTING PLAN -1ST FLOOR -AREA 'D'	2		1	0
E3.1A	ELECTRICAL POWER PLAN - 1ST FLOOR -AREA 'A'	2		1	0
E3.1B	ELECTRICAL POWER PLAN - 1ST FLOOR -AREA 'B'	2		1	0
E3.1C	ELECTRICAL POWER PLAN - 1ST FLOOR -AREA 'C'	2		1	0
E3.1D	ELECTRICAL POWER PLAN - 1ST FLOOR -AREA 'D'	2		1	0
E3.2A	ELECTRICAL POWER PLAN - ROOF -AREA 'A'	2		1	0
E3.2B	ELECTRICAL POWER PLAN - ROOF -AREA 'B'	2		1	0
E3.2C	ELECTRICAL POWER PLAN - ROOF -AREA 'C'	2		1	0
E3.2D	ELECTRICAL POWER PLAN - ROOF -AREA 'D'	2		1	0
E4.1A	ELECTRICAL SYSTEMS PLAN -1ST FLOOR -AREA 'A'	2		1	0
E4.1B	ELECTRICAL SYSTEMS PLAN -1ST FLOOR -AREA 'B'	2		1	0
E4.1C	ELECTRICAL SYSTEMS PLAN -1ST FLOOR -AREA 'C'	2		1	0
E4.1D	ELECTRICAL SYSTEMS PLAN -1ST FLOOR -AREA 'D'	1			0
E4.2A	ELECTRICAL SYSTEMS PLAN -ROOF-AREA 'A'				0
E4.2B	ELECTRICAL SYSTEMS PLAN -ROOF-AREA 'B'				0
E4.2C	ELECTRICAL SYSTEMS PLAN -ROOF-AREA 'C'				0
E4.2D	ELECTRICAL SYSTEMS PLAN -ROOF-AREA 'D'				0
E5.1	ENLARGED ELECTRICAL PLANS	1			0
E6.1	ONE-LINE DIAGRAM	2		1	0
E6.2	GROUNDING DIAGRAM	1		0	
E7.1	SCHEDULES	2		1	0
E7.2	SCHEDULES	2		1	0
E7.3	SCHEDULES	2		1	0
E7.4	SCHEDULES	2		1	0
E7.5	SCHEDULES	2		1	0
E7.6	SCHEDULES	1			0
E7.7	SCHEDULES	2		1	0
E8.1	DETAILS	2		1	0
E8.2	DETAILS				0
E8.3	LOW VOLTAGE SYSTEMS DETAILS	2		1	0
E9.1	ELECTRICAL SECTIONS	1			0
<b>Security</b>					
DE.01	SECURITY LEGEND				0
DE.02	SECURITY PLAN- 1ST FLOOR - AREA 'A'				0
DE.03	SECURITY PLAN - 1ST FLOOR - AREA 'B'				0
DE.04	SECURITY PLAN - 1ST FLOOR - AREA 'C'				0
DE.05	NOTATION PLAN - 1ST FLOOR AND MEZZANINE - AREA 'D'				0





Exhibit B  
Project Documents

Job #: 62270-900 Village of Caledonia Public Safety Building  
5045 Chester Lane  
Racine, Wisconsin 53402

**Current Specifications**

Number	Description	Revision	Issued Date	Received Date	Set
<b>00 - Procurement and Contracting Requirements</b>					
00 01 10	TABLE OF CONTENTS	0	06/20/22		Bid & Permit Specification
00 01 15	LIST OF DRAWING SHEETS	0	06/20/22		Bid & Permit Specification
00 11 16	INVITATION TO BID	1	07/15/22		Addendum #4
00 11 53	SUBCONTRACTOR PREQUALIFICATION FORM	0	06/20/22		Bid & Permit Specification
00 21 13	INSTRUCTIONS TO BIDDERS	0	06/20/22		Bid & Permit Specification
00 31 13	PRELIMINARY SCHEDULE	0	06/20/22		Bid & Permit Specification
00 31 13a	PRELIMINARY SCHEDULE	0	06/20/22		Bid & Permit Specification
00 31 32	GEOTECHNICAL REPORT	0	06/20/22		Bid & Permit Specification
00 31 32a	GEOTECHNICAL REPORT	0	06/20/22		Bid & Permit Specification
00 41 23	BID FORM	0	06/20/22		Bid & Permit Specification
00 72 00	GENERAL CONDITIONS	0	06/20/22		Bid & Permit Specification
<b>01 - General Requirements</b>					
01 10 00	SUMMARY	0	06/20/22		Bid & Permit Specification
01 12 00a	RILEY SAMPLE PURCHASE ORDER	0	06/20/22		Bid & Permit Specification
01 12 00b	RILEY SUBCONTRACT DESIGN BUILD GC PAY	0	06/20/22		Bid & Permit Specification
01 12 00c	RILEY SUBCONTRACTOR UNDER 50K GC PAY	0	06/20/22		Bid & Permit Specification
01 12 00d	RILEY SUBCONTRACT OVER 50K GC PAY	0	06/20/22		Bid & Permit Specification
01 21 00	ALLOWANCES	0	06/20/22		Bid & Permit Specification
01 22 00	UNIT PRICES	0	06/20/22		Bid & Permit Specification
01 25 00	SUBSTITUTION REQUEST	0	06/20/22		Bid & Permit Specification
01 25 00a	SUBSTITUTION REQUEST FORM	0	06/20/22		Bid & Permit Specification
01 26 00	CONTRACT MODIFICATION PROCEDURES	0	06/20/22		Bid & Permit Specification
01 31 00	PROJECT MANAGEMENT AND COORDINATION	0	06/20/22		Bid & Permit Specification
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	0	06/20/22		Bid & Permit Specification
01 32 33	PHOTOGRAPHIC DOCUMENTATION	0	06/20/22		Bid & Permit Specification
01 33 00	SUBMITTAL PROCEDURES	0	06/20/22		Bid & Permit Specification
01 33 01	BIM AND ELECTRONIC DOCUMENTS TRANSFER TERMS AND CONDITIONS	0	06/20/22		Bid & Permit Specification
01 35 13.16	SPECIAL PROJECT PROCEDURES FOR DETENTION FACILITIES	0	06/20/22		Bid & Permit Specification
01 40 00	QUALITY REQUIREMENTS	0	06/20/22		Bid & Permit Specification
01 42 00	REFERENCES	0	06/20/22		Bid & Permit Specification
01 43 39	MOCKUPS	0	06/20/22		Bid & Permit Specification
01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	06/20/22		Bid & Permit Specification



Riley Construction Company, Inc.

Exhibit B  
Project Documents

Job #: 62270-900 Village of Caledonia Public Safety Building  
5045 Chester Lane  
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Number	Description	Revision	Issued Date	Received Date	Set
01 60 00	PRODCUCT REQUIREMENTS	0	06/20/22		Bid & Permit Specification
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	0	06/20/22		Bid & Permit Specification
01 77 00	CLOSEOUT PROCEDURES	0	06/20/22		Bid & Permit Specification
01 78 23	OPERATION AND MAINTENANCE DATA	0	06/20/22		Bid & Permit Specification
01 78 39	PROJECT RECORD DOCUMENTS	0	06/20/22		Bid & Permit Specification
01 79 00	DEMONSTRATION AND TRAINING	0	06/20/22		Bid & Permit Specification
<b>03 - Concrete</b>					
03 05 10	CONCRETE POROSITY INHIBITING ADMIXTURE (PIA)	0	06/20/22		Bid & Permit Specification
03 30 00	CAST IN PLACE CONCRETE	0	06/20/22		Bid & Permit Specification
<b>04 - Masonry</b>					
04 20 00	UNIT MASONRY	0	06/20/22		Bid & Permit Specification
<b>05 - Metals</b>					
05 12 00	STRUCTURAL STEEL FRAMING	0	06/20/22		Bid & Permit Specification
05 21 00	STEEL JOIST FRAMING	0	06/20/22		Bid & Permit Specification
05 31 00	STEEL DECKING	0	06/20/22		Bid & Permit Specification
05 40 00	COLD-FORMED METAL FRAMING	0	06/20/22		Bid & Permit Specification
05 50 00	METAL FABRICATIONS	0	06/20/22		Bid & Permit Specification
05 51 13	METAL PAN STAIRS	0	06/20/22		Bid & Permit Specification
05 52 13	PIPE AND TUBE RAILINGS	0	06/20/22		Bid & Permit Specification
<b>06 - Wood, Plastics, and Composites</b>					
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	0	06/20/22		Bid & Permit Specification
06 16 00	SHEATHING	0	06/20/22		Bid & Permit Specification
06 41 16	PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS	0	06/20/22		Bid & Permit Specification
06 64 00	PLASTIC PANELING	0	06/20/22		Bid & Permit Specification
<b>07 - Thermal and Moisture Protection</b>					
07 13 26	SELF-ADHERING SHEET WATERPROOFING	0	06/20/22		Bid & Permit Specification
07 21 00	THERMAL INSULATION	0	06/20/22		Bid & Permit Specification
07 24 21	DIRECT APPLIED EXTERIOR FINISH SYSTEM (DEFS)	0	06/20/22		Bid & Permit Specification
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	0	06/20/22		Bid & Permit Specification
07 42 13	METAL COMPOSITE MATERIAL WALL PANELS	0	06/20/22		Bid & Permit Specification
07 46 16	ALUMINUM SIDING	0	06/20/22		Bid & Permit Specification
07 54 23	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	0	07/06/22		Addendum #2
07 62 00	SHEET METAL FLASHING AND TRIM	0	06/20/22		Bid & Permit Specification
07 71 00	ROOF SPECIALTIES	0	06/20/22		Bid & Permit Specification
07 72 00	ROOF ACCESSORIES	0	06/20/22		Bid & Permit Specification
07 84 13	PENETRATION FIRESTOPPING	0	06/20/22		Bid & Permit Specification
07 84 46	FIRE-RESISTIVE JOINT SYSTEMS	0	06/20/22		Bid & Permit Specification



Riley Construction Company, Inc.

Exhibit B  
Project Documents

Job #: 62270-900 Village of Caledonia Public Safety Building  
5045 Chester Lane  
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Number	Description	Revision	Issued Date	Received Date	Set
07 92 00	JOINT SEALANTS	0	06/20/22		Bid & Permit Specification
<b>08 - Openings</b>					
08 11 13	HOLLOW METAL DOORS AND FRAMES	0	06/20/22		Bid & Permit Specification
08 14 16	FLUSH WOOD DOORS	0	06/20/22		Bid & Permit Specification
08 31 13	ACCESS DOORS AND FRAMES	0	06/20/22		Bid & Permit Specification
08 33 23	OVERHEAD COILING DOORS	0	06/20/22		Bid & Permit Specification
08 36 13	SECTIONAL DOORS	0	06/20/22		Bid & Permit Specification
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	0	06/20/22		Bid & Permit Specification
08 56 53	SECURITY WINDOWS	0	06/20/22		Bid & Permit Specification
08 71 00	DOOR HARDWARE	0	06/20/22		Bid & Permit Specification
08 80 00	GLAZING	0	06/20/22		Bid & Permit Specification
08 83 00	MIRRORS	0	06/20/22		Bid & Permit Specification
08 88 53	SECURITY GLAZING	0	06/20/22		Bid & Permit Specification
<b>09 - Finishes</b>					
09 05 61.13	COMMON WORK RESULTS FOR FLOORING PREPARATION	0	06/20/22		Bid & Permit Specification
09 22 16	NON-STRUCTURAL METAL FRAMING	0	06/20/22		Bid & Permit Specification
09 29 00	GYPSUM BOARD	0	06/20/22		Bid & Permit Specification
09 30 13	CERAMIC TILING	0	06/20/22		Bid & Permit Specification
09 51 23	ACOUSTICAL TILE CEILINGS	0	06/20/22		Bid & Permit Specification
09 54 26	SUSPENDED WOOD CEILINGS	0	06/20/22		Bid & Permit Specification
09 65 13	RESILIENT BASE AND ACCESSORIES	0	06/20/22		Bid & Permit Specification
09 65 19	RESILIENT TILE FLOORING	0	06/20/22		Bid & Permit Specification
09 65 36	STATIC CONTROL RESILIENT FLOORING	0	06/20/22		Bid & Permit Specification
09 67 23	RESINOUS FLOORING	0	06/20/22		Bid & Permit Specification
09 68 13	TILE CARPETING	0	06/20/22		Bid & Permit Specification
09 72 00	WALL COVERINGS	0	06/20/22		Bid & Permit Specification
09 84 33	SOUND-ABSORBING WALL UNITS	0	06/20/22		Bid & Permit Specification
09 91 13	EXTERIOR PAINTING	0	06/20/22		Bid & Permit Specification
09 91 23	INTERIOR PAINTING	0	06/20/22		Bid & Permit Specification
09 96 00	HIGH-PERFORMANCE COATINGS	0	06/20/22		Bid & Permit Specification
09 96 16	TACKABLE WALL SURFACES	0	06/20/22		Bid & Permit Specification
<b>10 - Specialties</b>					
10 11 00	VISUAL DISPLAY UNITS	0	06/20/22		Bid & Permit Specification
10 14 00	SIGNAGE	0	06/20/22		Bid & Permit Specification
10 14 19	DIMENSIONAL LETTER SIGNAGE	0	06/20/22		Bid & Permit Specification
10 21 13.13	METAL TOILET COMPARTMENTS	0	06/20/22		Bid & Permit Specification
10 26 00	WALL AND DOOR PROTECTION	0	06/20/22		Bid & Permit Specification



Riley Construction Company, Inc.

Exhibit B  
Project Documents

Job #: 62270-900 Village of Caledonia Public Safety Building  
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Number	Description	Revision	Issued Date	Received Date	Set
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	0	06/20/22		Bid & Permit Specification
10 44 13	FIRE EXTINGUISHER CABINETS	0	06/20/22		Bid & Permit Specification
10 44 16	FIRE EXTINGUISHERS	0	06/20/22		Bid & Permit Specification
10 51 23	PLASTIC LAMINATE CLAD LOCKERS	0	06/20/22		Bid & Permit Specification
10 75 16	GROUND-SET FLAGPOLES	0	06/20/22		Bid & Permit Specification
<b>11 - Equipment</b>					
11 19 00	DETENTION SECURITY	0	06/20/22		Bid & Permit Specification
11 19 10	DETENTION HOLLOW METAL	0	06/20/22		Bid & Permit Specification
11 54 50	SUSPENDED METAL SECURITY PANEL CEILING SYSTEMS	0	06/20/22		Bid & Permit Specification
11 54 60	SUSPENDED METAL SECURITY PLANK CEILING SYSTEMS	0	06/20/22		Bid & Permit Specification
<b>12 - Furnishings</b>					
12 24 13	ROLLER WINDOW SHADES	0	06/20/22		Bid & Permit Specification
12 36 16	METAL COUNTERTOPS	0	06/20/22		Bid & Permit Specification
12 36 19	WOOD COUNTERTOPS	0	06/20/22		Bid & Permit Specification
12 36 61.16	SOLID SURFACING COUNTERTOPS	0	06/20/22		Bid & Permit Specification
12 36 61.19	QUARTZ AGGLOMERATE COUNTERTOPS	0	06/20/22		Bid & Permit Specification
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	0	06/20/22		Bid & Permit Specification
<b>13 - Special Construction</b>					
13 07 00	BULLET RESISTANT FIBERGLASS PANELS	0	06/20/22		Bid & Permit Specification
<b>21 - Fire Suppression</b>					
21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION	0	06/20/22		Bid & Permit Specification
21 13 13	WET-PIPE SPRINKLER SYSTEMS	0	06/20/22		Bid & Permit Specification
21 13 16	DRY-PIPE SPRINKLER SYSTEMS	0	06/20/22		Bid & Permit Specification
21 19 00	PRE-ACTION DELUGE FIRE SUPPRESSION SYSTEM	0	06/20/22		Bid & Permit Specification
21 22 00	CLEAN AGENT FIRE EXTINGUISHING SYSTEMS	0	06/20/22		Bid & Permit Specification
<b>22 - Plumbing</b>					
22 05 29	HANGERS AND SUPPORT FOR PLUMBING PIPING AND EQUIPMENT	0	06/20/22		Bid & Permit Specification
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	0	06/20/22		Bid & Permit Specification
22 07 00	PLUMBING INSULATION	0	06/20/22		Bid & Permit Specification
22 11 00	FACILITY WATER DISTRIBUTION	0	06/20/22		Bid & Permit Specification
22 13 00	FACILITY SANITARY SEWERAGE	0	06/20/22		Bid & Permit Specification
22 14 00	FACILITY STORM DRAINAGE	0	06/20/22		Bid & Permit Specification
22 34 00	FUEL-FIRED DOMESTIC WATER HEATERS	0	06/20/22		Bid & Permit Specification
22 40 00	PLUMBING FIXTURES	0	06/20/22		Bid & Permit Specification
<b>23 - Heating, Ventilating, and Air Conditioning (HVAC)</b>					
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	0	06/20/22		Bid & Permit Specification
23 05 29	HANGERS AND SUPPORT FOR HVAC EQUIPMENT	0	06/20/22		Bid & Permit Specification



Riley Construction Company, Inc.

Exhibit B  
Project Documents

Job #: 62270-900 Village of Caledonia Public Safety Building  
5045 Chester Lane  
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Number	Description	Revision	Issued Date	Received Date	Set
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	0	06/20/22		Bid & Permit Specification
23 05 93	TESTING, ADJUSTING, AND BALACING FOR HVAC	0	06/20/22		Bid & Permit Specification
23 07 00	HVAC INSULATION	0	06/20/22		Bid & Permit Specification
23 08 00	COMMISSIONING OF HVAC	0	06/20/22		Bid & Permit Specification
23 09 00	HVAC INSTRUMENTATION	0	06/20/22		Bid & Permit Specification
23 09 23	DIRECT DIGITAL CONTROLS	0	06/20/22		Bid & Permit Specification
23 11 23	FACILITY NATURAL GAS PIPING	0	06/20/22		Bid & Permit Specification
23 15 00	GENERAL SERVICE COMPRESSED AIR SYSTEMS	0	06/20/22		Bid & Permit Specification
23 21 13	HYDRONIC PIPING	0	06/20/22		Bid & Permit Specification
23 21 16	HYDRONIC PIPING SPECIALTIES	0	06/20/22		Bid & Permit Specification
23 21 23	HYDRONIC PUMPS	0	06/20/22		Bid & Permit Specification
23 31 00	HVAC DUCTS AND CASINGS	0	06/20/22		Bid & Permit Specification
23 32 00	VEHICLE EXHAUST SYSTEMS	0	06/20/22		Bid & Permit Specification
23 33 00	AIR DUCT ACCESSORIES	0	06/20/22		Bid & Permit Specification
23 34 00	HVAC FANS	0	06/20/22		Bid & Permit Specification
23 36 00	AIR TERMINAL UNITS	0	06/20/22		Bid & Permit Specification
23 37 00	AIR OUTLETS AND INLETS	0	06/20/22		Bid & Permit Specification
23 52 35	BOILERS AND ACCESSORIES	0	06/20/22		Bid & Permit Specification
23 54 00	FUEL-FIRED MAKE-UP AIR UNITS	0	06/20/22		Bid & Permit Specification
23 55 00	FUEL-FIRED HEATERS	0	06/20/22		Bid & Permit Specification
23 81 06	PACKAGED ROOFTOP UNITS	0	06/20/22		Bid & Permit Specification
23 81 23	COMPUTER ROOM AIR CONDITIONERS	0	06/20/22		Bid & Permit Specification
23 82 00	CONVECTION HEATING AND COOLING UNITS	0	06/20/22		Bid & Permit Specification
23 90 13	NOx AND CO GAS DETECTION	0	06/20/22		Bid & Permit Specification
<b>26 - Electrical</b>					
26 05 03	EQUIPMENT WIRING CONNECTIONS	0	06/20/22		Bid & Permit Specification
26 05 19	ELECTRICAL POWER CONDUCTORS AND CABLES	0	06/20/22		Bid & Permit Specification
26 05 26	GROUNDING AND BONDING	0	06/20/22		Bid & Permit Specification
26 05 29	HANGERS AND SUPPORTS	0	06/20/22		Bid & Permit Specification
26 05 33	RACEWAYS AND BOXES	0	06/20/22		Bid & Permit Specification
26 05 34	FLLOR BOXES FOR ELECTRICAL SYSTEMS	0	06/20/22		Bid & Permit Specification
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	0	06/20/22		Bid & Permit Specification
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	0	06/20/22		Bid & Permit Specification
26 09 23	LIGHTING CONTROL DEVICES	0	06/20/22		Bid & Permit Specification
26 22 00	LOW VOLTAGE TRANSFORMERS	0	06/20/22		Bid & Permit Specification
26 24 13	SWITCHBOARDS	0	06/20/22		Bid & Permit Specification
26 24 16	PANELBOARDS	0	06/20/22		Bid & Permit Specification



Riley Construction Company, Inc.

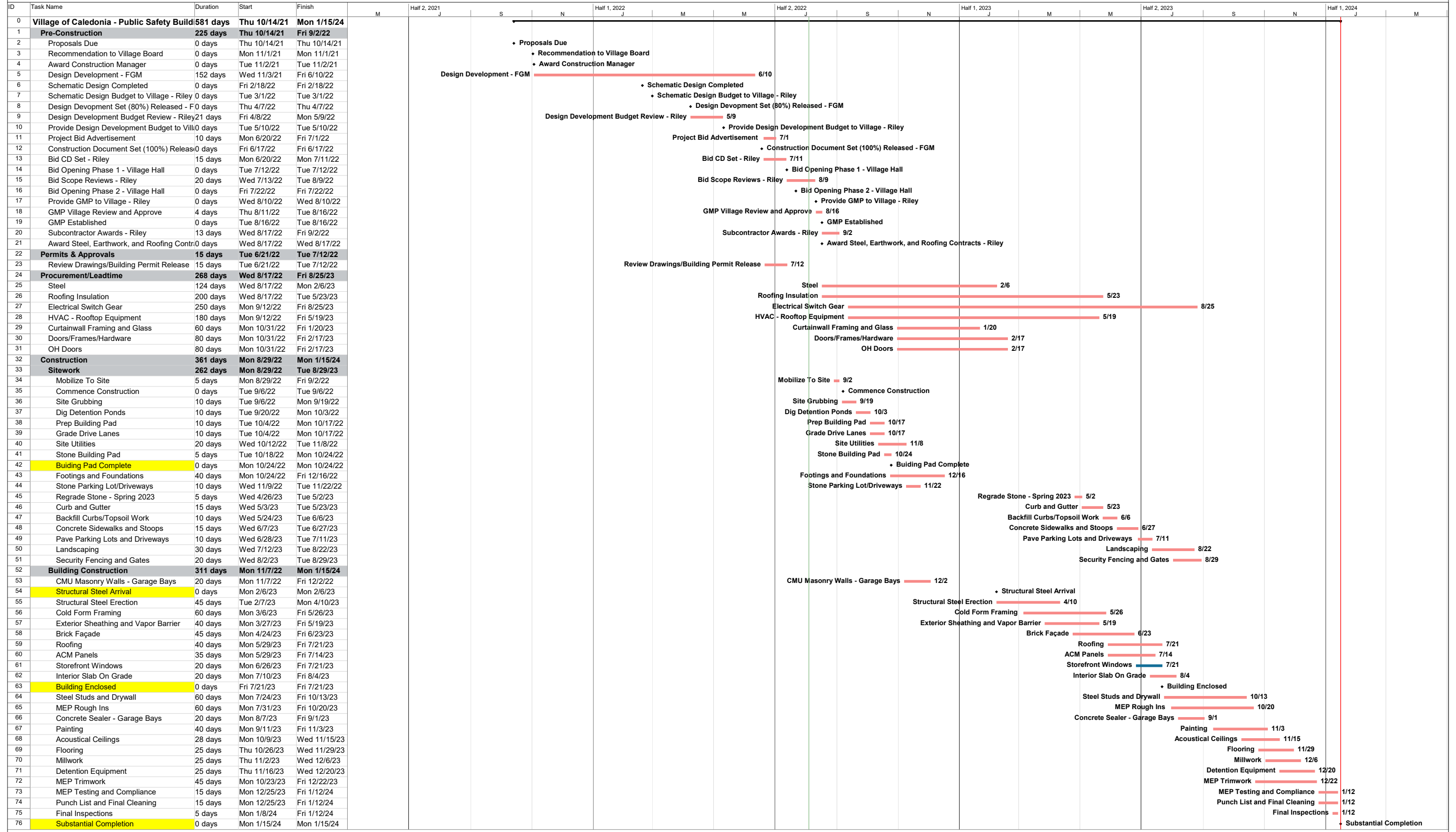
Exhibit B  
Project Documents

Job #: 62270-900 Village of Caledonia Public Safety Building  
5045 Chester Lane  
Racine, Wisconsin 53402

Number	Description	Revision	Issued Date	Received Date	Set
26 27 16	ELECTRICAL CABINETS AND ENCLOSURES	0	06/20/22		Bid & Permit Specification
26 27 26	WIRING DEVICES	0	06/20/22		Bid & Permit Specification
26 28 13	FUSES	0	06/20/22		Bid & Permit Specification
26 28 19	ENCLOSED SWITCHES	0	06/20/22		Bid & Permit Specification
26 28 26	ENCLOSED TRANSFER SWITCHES	0	06/20/22		Bid & Permit Specification
26 32 13	ENGINE GENERATORS	0	06/20/22		Bid & Permit Specification
26 36 13	GENERATOR DOCKING STATION	0	06/20/22		Bid & Permit Specification
26 43 13	SURGE PROTECTIVE DEVICES	0	06/20/22		Bid & Permit Specification
26 51 00	INTERIOR LIGHTING	0	06/20/22		Bid & Permit Specification
26 56 00	EXTERIOR LIGHTING	0	06/20/22		Bid & Permit Specification
<b>27 - Communications</b>					
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	0	06/20/22		Bid & Permit Specification
27 05 53	IDENTIFICATION FOR COMMUNICATION SYSTEMS	0	06/20/22		Bid & Permit Specification
27 13 43	COMMUNICATIONS SERVICES CABLING	0	06/20/22		Bid & Permit Specification
27 51 16	MULTI PURPOSE ROOM PUBLIC ADDRESS SYSTEM	0	06/20/22		Bid & Permit Specification
<b>28 - Electronic Safety and Security</b>					
28 31 00	FIRE DETECTION AND ALARM	0	06/20/22		Bid & Permit Specification
28 46 19	ELECTRONIC DETENTION CONTROL AND MONITORING SYSTEM	0	06/20/22		Bid & Permit Specification
<b>32 - Exterior Improvements</b>					
32 31 13	CHAIN LINK FENCES AND GATES	0	06/20/22		Bid & Permit Specification
32 92 19	LAWN SEEDING	0	06/20/22		Bid & Permit Specification
32 93 00	LANDSCAPING	0	06/20/22		Bid & Permit Specification

Exhibit C: Master Schedule

Village of Caledonia  
Public Safety Building





**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

Contractor's Insurance: Prior to the Contractor commencing any work on the project job site, and as a condition of payment, the Contractor shall provide proof of insurance which meets Riley Construction Company's minimum requirements as outlined below.

**A. Worker's Compensation**

1. Minimum limits of liability: Statutory limits in jurisdictions of operation

**B. Employer's Liability**

1. Minimum limits of liability:
- a) Wisconsin: \$ 100,000 each accident  
\$ 500,000 disease - policy limit
  - b) Illinois: \$ 100,000 disease - each employee  
\$ 1,000,000 each accident  
\$ 1,000,000 disease - policy limit  
\$ 1,000,000 disease - each employee

**C. Commercial General Liability**

1. Minimum limits of liability (which may be satisfied by combinations of primary & excess layers):
- \$ 1,000,000 each occurrence
  - \$ 2,000,000 aggregate - per project
  - \$ 2,000,000 products - completed operations aggregate
  - \$ 1,000,000 personal & adv injury
  - \$ 100,000 damage to rented premises
  - \$ 5,000 medical payments to any one person
2. Coverage required:
- a) Premises / Operations Liability
  - b) Occurrence Bodily Injury and Property Damage Liability
  - c) Independent Contractor's Liability
  - d) Completed Operations and Product Liability maintained for at least one year beyond completion dates of project
  - e) Blanket Broad Form Contractual Liability (with no limitations by endorsement and which specifically covers the Indemnity Provisions of the Agreement between Contractor and Riley Construction Company)
  - f) Broad Form Property Damage Liability (including Completed Operations)
  - g) Per Project Aggregate shall apply to Riley Construction projects
  - h) Professional Liability Coverage (Errors and Omissions) for your work or work performed for others (may be provided via Contingency Professional Liability Coverage Endorsement). Professional Liability Coverage limits shall be a minimum of the following:
    - Limit of \$2,000,000.00 per claim
    - General Aggregate of \$2,000,000.00 for the contract services rendered
  - i) Pollution Liability Coverage shall be required per the contract documents and specifications set out by Riley Construction Company, Inc. and/or by the Owner.
  - j) The coverage afforded the Additional Insureds shall be primary insurance.
  - k) There shall be no residential exclusions and/or limitations on any line of insurance including umbrella coverage.





**D. Comprehensive Automobile**

1. Minimum limits of liability: \$ 1,000,000 combined single limit

**E. Excess / Umbrella Liability**

1. Minimum limits of liability: \$ 2,000,000 each occurrence  
\$ 2,000,000 general aggregate
2. All MEP subcontractors and any other subcontractor who will perform work on the project site where the aggregate amount to be paid to the subcontractor totals \$1,000,000.00 or more shall maintain the following minimum limits of liability:  
\$5,000,000.00 each occurrence  
\$5,000,000.00 general aggregate

**F. Certificate of Insurance Requirements**

1. Riley Construction Co. (including its shareholders, directors, officers, agents, and employees), the Project Owner, and the Project Architect must be added as additional insured to General and Excess Liability insurance. If the Additional Insureds have other insurance which is applicable to a loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this policy shall not be reduced by the existence of such other insurance.
2. All additional insured endorsements (including any other endorsement as to completed operations) and any limitations of required primary coverage must be provided with certificates and waiver of subrogation. Endorsements and waivers shall apply for ongoing and completed work using ISO form CG2010 1185, or a combination of ISO forms CG2010 1001 and CG2037 1001 or equivalent. Waiver of subrogation applies in favor of the additional insured's for general liability, and form WC000313 for worker's compensation.
3. Any changes / exclusions of the Excess / Umbrella policy as to aggregates and/or additional insured shall be provided by copy of the relevant endorsement or policy language.
4. All self insured retentions and/or deductible and/or other assumed financial arrangements must be disclosed on the certificate or via endorsement.
5. General Liability, Workers Compensation, and Umbrella policies shall contain a Waiver of Subrogation as to Riley Construction Co., Project Owner and Architect.
6. All certificates and endorsements shall be submitted as Certificate Holder to: Riley Construction Co.
7. Professional Liability Coverage limits, deductibles/SIR, policy number and effective dates shall be identified on the Certificate of Insurance per the contract requirements.
8. Pollution Liability Coverage limits, deductibles/SIR, policy number and effective dates shall be identified on the Certificate of Insurance per the contract requirements.
9. Thirty (30) day's notice of cancellation or material change shall be given to Certificate Holder. The certificate shall not include language (as appears on the ACORD form) such as "if any" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives".
10. For Illinois projects, the certificate of insurance shall indicate that the umbrella/excess liability shall meet the employer's liability coverage or a copy of the umbrella/excess schedule must be provided.

**G. No Limit on Liability**

1. The insurance of Contractor shall in no way act as a limit on the coverage afforded to Riley Construction Co. or act as a description of the obligations of the Contractor.
2. The failure of Riley Construction Co. to require Contractor to comply with all terms and conditions shall not act as a waiver or, in any way, limit the obligations of Contractor.

**H. Insurance Carriers**

1. All insurance carriers are subject to the reasonable approval of Riley Construction Co.



I. **“Flow Down Language” Insurance Requirements**

1. Insurance requirements established by the Owner shall also apply to Riley’s Exhibit “A” insurance requirements and if there is a discrepancy in the type of insurance coverage or limits, the insurance requirements with the higher limits and more restrictive coverage shall apply.

J. **Building Information Modelling “BIM”**

This information is being updated solely for the use of Riley Construction Company, Inc. and may contain inaccuracies. Riley Construction Company, Inc. makes no representation regarding the accuracy, adequacy, completeness, legality, reliability or usefulness of the information contained within these files. Information contained within these files does not override or replace, nor is it intended to override or replace, any requirements under the contract documents, original drawings and specifications, the prime contract, or the subcontracts. Use of, and reliance on, any information contained within these files is done entirely at the user’s risk. Riley Construction Company, Inc. takes no responsibility for accuracy or completeness of this information and shall not be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone’s use of the information.

User’s agrees to defend, indemnify, and hold harmless Riley Construction Company, Inc., it’s officers, and employees from all claims and expenses, including attorney’s fees, arising from your use of the information.

**BUSINESS OF THE PERSONNEL COMMITTEE**

MEETING DATE: November 21, 2022

PLACEMENT New Business

ITEM TITLE: Policy Update

SUBMITTED BY: Michelle Tucker

SUMMARY EXPLANATION:

As discussed in our previous meeting, the Insurance Plan policy language has been updated to reflect federal guidelines and the health plan's regulations.

RECOMMENDATION: Motion to approve the policy changes and forward to the Village Board.

## INSURANCE PLAN

The Village provides health and dental insurance for all regular full-time employees with the employees contributing a portion of the premium cost for health insurance and dental insurance as shall be determined by Village Board resolution from time to time. For the purpose of health insurance only, a full-time employee is an individual who works, on average, at least 30 hours per week or at least 130 hours of service in a calendar month. Upon hire, the Village also provides life and accidental death and dismemberment insurance coverage for each regular full-time employee and pays the full premium for basic coverage. Details of each insurance plan are covered in separate booklets that are available from Human Resources.

Any questions regarding coverage, eligibility, or administration of the plan should be referred to Human Resources. Each employee is responsible for notifying his/her department manager and Human Resources of any change in family status that may affect insurance coverage, such as a marriage, divorce, birth of a child, dependent reaching maximum age for coverage, etc. All changes in status must be reported within 30 days of the occurrence or the employee may face denial or delay of coverage.

The Village offers a Health Reimbursement Arrangement ("HRA") These HRA funds are for active employees only and do not apply to retirees; retirees who are eligible may have an HRA upon retirement subject to the policies for Sick Leave, Sick Leave Incentive Program and Severance Benefits

Upon death of an employee who had been enrolled in the Village's group health insurance plan, the employee's survivors who were also enrolled in the plan at the time of the employee's death will have the option to continue on the health insurance coverage through COBRA, per federal guidelines for eligibility and length of coverage.

### Right to continuation of Health/Dental Insurance – COBRA

Following certain qualifying events, if a Village employee or other qualified beneficiary under the Village's group health or dental plan, ~~if~~ Village provided health or dental coverage then the Village will offer such qualified beneficiaries the option of continued health and dental care coverage at their expense under the Consolidated Omnibus Budget Reconciliation Act, or "COBRA." Qualifying events include the following:

- death of the covered employee;
- voluntary or involuntary termination of the covered employee's employment other than by reason of gross misconduct;
- reduction of hours of the covered employee's employment;
- divorce or legal separation of the covered employee from the employee's spouse;
- the covered employee becomes entitled to benefits under Medicare; and
- a dependent child ceasing to be a dependent child under the generally applicable requirements of the plan.

**Deleted:** continue to receive such group health insurance coverage for a period of 6 months following the employee's death, at no cost to the survivors

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The Village will continue to offer a Health Reimbursement Arrangement ("HRA") for employees to offset a portion of the cost for health insurance deductibles paid. Subject to the authority of the Village to make further modifications, the HRA shall terminate upon the earlier of the following: (1) December 31, 2013, or (2) the depletion of the funds set aside by the Village to fund its responsibilities under the HRA. ¶

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