

**VILLAGE BOARD MEETING AGENDA**  
**Tuesday, June 13, 2023 at 6:00 p.m.**  
**Caledonia Village Hall - 5043 Chester Lane**

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
  - A. Tony Minto Service Recognition
5. **Approval of Minutes**
  - Village Board – May 23, 2023
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
  - A. Finance
    1. Approval of A/P checks
  - B. Legislative & Licensing
    1. Grant 2023-2024 Class A and Class B Beer & Liquor Licenses
8. **Ordinances and Resolutions**
  - A. **Ordinance 2023-09** – An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 16-2-3 Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±1.25 Acres From B-4, Planned Business District To B-3, Highway Business District For The Property Located At 3947 USH 41, Parcel Id No. 104-04-22-30-048-000, Village Of Caledonia, Racine County, Wi., Betty Luebke-Solfest, Applicant, Gregory & Betty Solfest, Owner (*Plan Commission: 05/22/2023, motion carried, 7/0*)
  - B. **Ordinance 2023-10** – An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 16-2-3 Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone The Western ±25.0 Acres From B-4, Planned Business District To B-3 Planned Business District For The Property Located Directly South Of 6009 USH 41 On Ush 41 (Parcel No. 104-04-22-19-037-000), Village Of Caledonia, Racine County, Wi. Luke Sebald, Applicant, Caledonia Trailers LLC, Owner (*Plan Commission: 05/22/2023, motion carried, 7/0*)
  - C. **Resolution 2023-51** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Sign Plan For The Commercial Development Located On The Parcel Directly South Of 6009 USH 41; Luke Sebald, Applicant, Caledonia Trailers LLC, Owner (*Plan Commission: 05/22/2023, motion carried, 7/0*)
  - D. **Resolution 2023-52** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request To Amend The Conditional Use Permit To Allow Additional Time To Begin Construction Of A ±20,761 Square-Foot Commercial Building And Allow For The Operation Of A Commercial Trailer Sales And Service Business With Outdoor Display Of Merchandise For The Parcel Located Directly South Of 6009 USH 41, Luke Sebald, Applicant, Caledonia Trailers LLC, Owner (*Plan Commission: 05/22/2023, motion carried, 7/0*)
  - E. **Resolution 2023-53** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±20,671 Square Foot Commercial Building To Operate A Commercial Trailer Sales And Service Business With Outdoor Display Of Merchandise

For The Parcel Located Directly South Of 6009 USH 41, Luke Sebald, Applicant, Caledonia Trailers LLC, Owner (*Plan Commission: 05/22/2023, motion carried, 7/0*)

- F. **Resolution 2023-54** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Site, Building, & Operations Plan To Construct And Utilize A ±42,300 Square-Foot Refrigerated Warehouse Building Addition With Loading Docks At 12725 Four Mile Road, Village Of Caledonia, Racine County, Wi; Curtis Schroeder, Applicant; Central Storage Warehouse, Owner(*Plan Commission: 05/22/2023, motion carried, 7/0*)
  - G. **Resolution 2023-55** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Site, Building, & Operations Plan To Construct An Electric Vehicle Charging Station At 13712 Northwestern Avenue, Village Of Caledonia, Racine County, Wi; Douglas Walkup, Applicant; Pilot Travel Centers LLC, Owner(*Plan Commission: 05/22/2023, motion carried, 7/0*)
  - H. **Resolution 2023-56** – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Payment To Thomas Nurmi For Auto Loss Claim Involving The Caledonia Police Department (*Finance Committee: 05/23/2023, motion carried, 3/0*)
  - I. **Resolution 2023-57** – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Payment To Michael Strasser For A Claim Submitted To The Village On April 7, 2023 (*Finance Committee: 05/23/2023, motion carried, 3/0*)
  - J. **Resolution 2023-58** – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Payment To Matt Montemurro For A Claim Submitted To The Village On May 15, 2023 (*Finance Committee: 05/23/2023, motion carried, 3/0*)
  - K. **Resolution 2023-59** – Resolution Of The Village Board Of The Village Of Caledonia Requesting Legislative Action To Change The Allocation Of Reserve “Class B” Liquor Licenses Within The State Of Wisconsin (*Legislative and Licensing Committee: 06/06/2023, motion carried, 3/0*)
  - L. **Resolution 2023-60** – Resolution Authorizing The Village Of Caledonia To Accept A Grant From The Geiger Family Foundation To Be Used Towards The Purchase Of Fitness Equipment For The Public Safety Building (*Finance Committee: 06/13/2023, Motion TBD*)
  - M. **Resolution 2023-61** – Resolution Authorizing The Village Of Caledonia To Execute A Watermain Easement Agreement With Bluffside Estates LLC (*Utility District Commission: 06/07/2023, motion carried, 5/0*)
  - N. **Resolution 2023-62** – Resolution Authorizing The Village Of Caledonia To Execute A Storm Water Drainage Easement Agreement With Bluffside Estates LLC (*Utility District Commission: 06/07/2023, motion carried, 5/0*)
  - O. **Resolution 2023-63** – Resolution Of The Village Board Of The Village Of Caledonia Approving An Amended Tax Incremental District No. 5 Development Agreement With Cornerstone Development Of S.E. Wisconsin LLC For The Glen At Waters Edge And Approval Of Assignment Of Rights Under The Agreement To The Glen At Waters Edge As The Developing Entity (*Village Board Only*)
  - P. **Resolution 2023-64** – Resolution Authorizing The Village Of Caledonia To Contract With Baycom, Inc. To Install Existing Radio Equipment On The 7 Mile Water Tower (*Finance Committee: 06/13/2023, Motion TBD*)
9. **New Business**
- A. Pre-hiring Police Officers – 2023 (*Village Board Only*)
10. **Report from Village Administrator**
11. **Adjournment**

**Village Board Meeting  
May 23, 2023**

**1 - Order**

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

**2 - Pledge of Allegiance**

**3 - Roll Call**

Board: President Weatherston, Trustee Pierce, Trustee Wishau, Trustee McManus, Trustee Hammes, and Trustee Stillman.

Absent: Trustee Martin was excused.

Staff: Also present were Village Administrator Kathy Kasper, Public Services Director Anthony Bunkelman, Village Engineer Ryan Schmidt, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Finance Director Wayne Krueger, and Assistant Village Attorney/HR Manager Tyler Helsel. Village Attorney Elaine Ekes was also present.

**4 – Communications and Announcements**

**4A. Wittke Announcement on Shared Revenue for State Budget**

Representative Wittke did not attend.

**5 – Approval of Minutes**

Village Board – May 9, 2023

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

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

Scott Lancelle, 10810 7 Mile Road, has been a resident of Caledonia for over a decade. He expressed his desire to ensure that his concerns regarding the Concert Series held at Jellystone were appropriately addressed. he had already conveyed his concerns to Jellystone staff and the police department. Lancelle acknowledged the presence of permits and imposed conditions for the concert series but wanted to bring it to the attention of the Board that despite the absence of formal complaints, the impact on neighbors should not be disregarded. He emphasized that the absence of complaints should not be misconstrued as an absence of issues.

**7 – Committee Reports**

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

Village – \$1,970,299.41

Motion by Trustee McManus to approve the A/P checks as presented for \$1,970,299.41. Seconded by Trustee Wishau. Motion carried, unanimously.

**7B. Legislative & Licensing**

**1.Approval of New Class B Combo Liquor License/Saloon at Hwy H, LLC/Trade Name – Tavern on H – 3311 County Road H/Jori Antonneau, Agent (Legislative and Licensing Committee: 5/16/2023, motion carried, 3/0)**

Motion by Trustee Hammes to approve New Class B Combo Liquor License/Saloon at Hwy H, LLC/Trade Name – Tavern on H – 3311 County Road H/Jori Antonneau, Agent Seconded by Trustee McManus. Motion carried, unanimously.

**8 – Ordinances and Resolutions**

**8A – Resolution 2023-50 – Resolution Of The Village Board Of The Village Of Caledonia Approving Amendment No. 2 To The Development Agreement With Cornerstone Development Of S.E. Wisconsin LLC (Village Board only)**

Attorney Ekes provided an overview of the closing details related to this property and offered insights into the purpose behind the proposed amendment.

Motion by Trustee McManus to approve Resolution 2023-50 – Resolution Of The Village Board Of The Village Of Caledonia Approving Amendment No. 2 To The Development Agreement With Cornerstone Development Of S.E. Wisconsin LLC (Village Board only), Seconded by Trustee Stillman. Motion carried, unanimously.

**9 – New Business**

**9A. Communication Standards for the Village of Caledonia (Legislative and Licensing Committee: 5/16/2023)**

Trustee Pierce elaborated on the recent dissolution of the Community Development Authority (CDA), which had previously been responsible for marketing and communication standards. The Legislative and Licensing Committee discussed the formation of an Ad Hoc Committee to specifically address the development of a comprehensive communication plan for marketing and outreach efforts of the Village. The projected timeline for this undertaking was estimated to span between 6 months to 1 year.

Trustee Wishau expressed interest in collaborating with former members of the CDA to participate in the proposed Ad Hoc Committee.

Motion by Trustee Pierce to form a Communications Ad Hoc Committee with Trustee Lee Wishau, Jake Lovdahl, Trustee Anthony Hammes, and Trustee Nancy Pierce. Seconded by Trustee Hammes. Motion carried unanimously.

**9B. Monsanto Settlement (Village Board: 07/18/2022)**

Attorney Ekes provided an overview of the Village's involvement as a named class participant in a class action settlement pertaining to Monsanto settlements. Attorney Ekes recommended that these funds be placed in a segregated account. There was limited guidance on the specific utilization of the funds. Although there are no explicit directives at present, she advised to retain the funds for the foreseeable future if any official directives regarding their usage were provided. Racine County also received a settlement, and they will be adopting a similar approach by placing the funds in a segregated account.

**10 – Report from Village Administrator**

- Fire OPS 101 event with attendance from Board members and Administrator
- RCICC meeting scheduled for May 31

- Village Hall will be closed for Memorial Day on Monday, May 29<sup>th</sup>.
- Construction on HWY 38 will start June 19

**11 – Closed Session Items**

**11A. The Village Board may take up a motion to go into CLOSED SESSION pursuant to Wis. Stat. §19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session specifically to discuss negotiation strategies related to shared service models for Fire/EMS Services. (Village Board only)**

Motion by Trustee McManus to go into CLOSED session. Seconded by Trustee Wishau.

Trustee Pierce – aye	Trustee Hammes – aye
Trustee McManus – aye	Trustee Wishau – aye
Trustee Stillman – aye	President Weatherston – aye

Motion carried, unanimously.

**11B. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the items discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda and any other agendas posted.**

Motion by Trustee Pierce to go into OPEN session. Seconded by Trustee McManus. Motion carried unanimously. No action was taken on the closed session item in open session.

**12 – Adjournment**

Motion by Trustee Stillman to adjourn. Seconded by Trustee Wishau. Motion carried, unanimously.

Meeting adjourned at 7:05 p.m.

Respectfully submitted, Joslyn Hoeffert, Village Clerk

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>ACH - DELTA DENTAL</b>							
General Fund	498	ACH - DELTA DENTAL	669720	5/01/2023 DELTA DENTAL PLAN	05/01/2023	4,422.10	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	669720	5/01/2023 DELTA DENTAL PLAN	05/01/2023	4,097.16	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	669720	5/01/2023 DELTA VISION PLAN	05/01/2023	900.72	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:						9,419.98	
<b>ACH - QUADIANT FINANCE USA INC</b>							
General Fund	3898	ACH - QUADIANT FINANCE USA	731170000018	APR-MAY 2023; POSTAGE	04/25/2023	6,077.74	100-13-64040 Postage & Shipping
Total ACH - QUADIANT FINANCE USA INC:						6,077.74	
<b>ACH - SUPERFLEET</b>							
Water Utility Fund	1730	ACH - SUPERFLEET	4/20/2023	VEHICLE FUEL	05/20/2023	18.86	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	4/20/2023	VEHICLE FUEL	05/20/2023	18.86	501-00-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ994 051820	FUEL FOR CFD VEHICLES	05/26/2023	789.80	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						827.52	
<b>ACH - US BANK EQUIPMENT FINANCE</b>							
General Fund	9252	ACH - US BANK EQUIPMENT FI	498852516	MAY-23; PRINTER & COPIER LE	05/01/2023	1,195.41	100-90-62300 Office Equipment Rental & Main
General Fund	9252	ACH - US BANK EQUIPMENT FI	501037642	JUN-23; MONTHLY PRINTER &	06/01/2023	1,195.41	100-90-62300 Office Equipment Rental & Main
Total ACH - US BANK EQUIPMENT FINANCE:						2,390.82	
<b>ACH - WE ENERGIES</b>							
General Fund	380	ACH - WE ENERGIES	4577725966	BILLING PERIOD 4/4/2023 TO 5/	05/09/2023	1,039.21	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4577725966	BILLING PERIOD 4/4/2023 TO 5/	05/09/2023	2,208.47	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4577725966	BILLING PERIOD 4/4/2023 TO 5/	05/09/2023	407.30	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4577725966	BILLING PERIOD 4/4/2023 TO 5/	05/09/2023	3,428.34	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4577725966	BILLING PERIOD 4/4/2023 TO 5/	05/09/2023	488.78	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4577725966	BILLING PERIOD 4/4/2023 TO 5/	05/09/2023	1,126.11	100-90-64290 Street Lighting
General Fund	380	ACH - WE ENERGIES	4577725966	BILLING PERIOD 4/4/2023 TO 5/	05/09/2023	17.14	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4580606933	STREET LIGHTS 4/12/2023 TO 5	05/16/2023	11,601.75	100-90-64290 Street Lighting
General Fund	380	ACH - WE ENERGIES	4593930452	BILLING PERIOD 4/18/2023 TO 5	05/25/2023	20.48	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4593930452	BILLING PERIOD 4/18/2023 TO 5	05/25/2023	15.20	100-35-64140 Utilities
Water Utility Fund	380	ACH - WE ENERGIES	APR-23 45683	APR-23; GAS & ELECTRIC	05/02/2023	1,803.24	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	APR-23 45683	APR-23; GAS & ELECTRIC	05/02/2023	23,100.53	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	APR-23 45683	APR-23; GAS & ELECTRIC	05/02/2023	276.87	502-00-64140 Utilities
Total ACH - WE ENERGIES:						45,533.42	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>ADVOCATE AURORA HEALTH CARE, INC</b>							
General Fund	157	ADVOCATE AURORA HEALTH C	505-CI0002523	Q2-2023 EAP	05/24/2023	975.00	100-13-50220 Health Care
General Fund	157	ADVOCATE AURORA HEALTH C	581-CI0000029	Q1-2023; EAP	05/01/2023	975.00	100-13-50220 Health Care
Total ADVOCATE AURORA HEALTH CARE, INC:						1,950.00	
<b>ALCIVIA</b>							
General Fund	680	ALCIVIA	9022823	FINANCE CHARGE FOR DIESEL	05/31/2023	1.00	100-35-63200 Fuel, Oil, Fluids
General Fund	680	ALCIVIA	9063022	FINANCE CHARGE FOR DIESEL	05/31/2023	2.73	100-35-63200 Fuel, Oil, Fluids
General Fund	680	ALCIVIA	9073122	FINANCE CHARGE FOR DIESEL	05/31/2023	2.77	100-35-63200 Fuel, Oil, Fluids
Total ALCIVIA:						6.50	
<b>AMPLIFY GRAPHICS &amp; BRANDING</b>							
General Fund	2127	AMPLIFY GRAPHICS & BRANDI	170411	4/1/23-4/30/23 SERVICE CONTR	05/16/2023	108.96	100-43-62100 Contracted Services
Total AMPLIFY GRAPHICS & BRANDING:						108.96	
<b>ARAMARK</b>							
General Fund	128	ARAMARK	6140171077	RUG DELIVERY - POLICE/HWY.	05/03/2023	476.17	100-43-62100 Contracted Services
General Fund	128	ARAMARK	6140179251	MAY-23; RUG DELIVERY - VILLA	05/17/2023	287.74	100-43-62100 Contracted Services
Total ARAMARK:						763.91	
<b>BATTERIES PLUS</b>							
Water Utility Fund	176	BATTERIES PLUS	P62228273	OFFICE BOOSTER; BATTERIES	05/09/2023	30.06	500-00-64320 IT Infrastructure
Sewer Utility Fund	176	BATTERIES PLUS	P62228273	OFFICE BOOSTER; BATTERIES	05/09/2023	30.06	501-00-64320 IT Infrastructure
Sewer Utility Fund	176	BATTERIES PLUS	P62228273	FLOW METER BATTERIES	05/09/2023	89.10	501-00-64240 Building Repairs & Maintenance
Total BATTERIES PLUS:						149.22	
<b>BAYCOM</b>							
General Fund	183	BAYCOM	EQUIPINV_043	ARBITRATOR	05/16/2023	140.00	100-30-62100 Contracted Services
Capital Projects Fund	183	BAYCOM	EQUIPINV_044	VEHICLE VIDEO/CAMERA FOR	05/31/2023	6,453.00	400-30-65030 Equipment
Total BAYCOM:						6,593.00	
<b>BEACON ATHLETICS</b>							
General Fund	186	BEACON ATHLETICS	0570616-IN	ORANGE CAP PLUGS + FREIGH	05/08/2023	224.00	100-70-64070 Work Supplies
Total BEACON ATHLETICS:						224.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>BELLE CITY FIRE &amp; SAFETY</b>							
General Fund	196	BELLE CITY FIRE & SAFETY	30250	FIRE EXTINGUISHERS - VILLAG	05/09/2023	383.30	100-43-64240 Building Repairs & Maintenance
General Fund	196	BELLE CITY FIRE & SAFETY	30251	FIRE EXTINGUISHER INSPECTI	05/09/2023	357.65	100-41-64240 Building Repairs & Maintenance
General Fund	196	BELLE CITY FIRE & SAFETY	31097	EXTINGUISHER INSPECTION S	05/31/2023	213.95	100-35-64240 Building Repairs & Maintenance
General Fund	196	BELLE CITY FIRE & SAFETY	31098	EXTINGUISHER INSPECTION S	05/31/2023	172.70	100-35-64240 Building Repairs & Maintenance
General Fund	196	BELLE CITY FIRE & SAFETY	31099	EXTINGUISHER INSPECTION S	05/31/2023	281.65	100-35-64240 Building Repairs & Maintenance
General Fund	196	BELLE CITY FIRE & SAFETY	58535	MISC. FIRST AID KIT SUPPLIES	05/08/2023	138.75	100-41-64070 Work Supplies
General Fund	196	BELLE CITY FIRE & SAFETY	82259	RECHARGE FIRE EXTINGUISH	05/05/2023	20.95	100-30-64070 Work Supplies
Total BELLE CITY FIRE & SAFETY:						1,568.95	
<b>BUY RIGHT, INC.</b>							
Water Utility Fund	273	BUY RIGHT, INC.	14873-397442	VEH # 1 BRAKES & OIL CHANG	05/01/2023	221.73	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-397442	VEH # 1 BRAKES & OIL CHANG	05/01/2023	221.73	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	273	BUY RIGHT, INC.	14873-397600	NEW HOLLAND PARTS	05/02/2023	25.72	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-397600	NEW HOLLAND PARTS	05/02/2023	25.72	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	273	BUY RIGHT, INC.	14873-39871	VEHICLE OIL	05/11/2023	22.05	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-39871	VEHICLE OIL	05/11/2023	22.05	501-00-63200 Fuel, Oil, Fluids
General Fund	273	BUY RIGHT, INC.	14873-400645	WINDSHIELD WASH	05/31/2023	20.34	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	399301	GREASE FOR Q-10	05/18/2023	7.35	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	399324	FUEL FOR SAWS	05/24/2023	15.82	100-35-63200 Fuel, Oil, Fluids
General Fund	273	BUY RIGHT, INC.	399952	OIL PAN GASKET M-22	05/31/2023	25.79	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	399963	WATER PUMP AND BELT FOR U	05/31/2023	146.03	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	400236	THERMOSTAT UT-11	05/31/2023	15.29	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	400245	FLUID FOR UT-11 AFTER WATE	05/31/2023	31.98	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						801.60	
<b>CLARK DIETZ, INC.</b>							
Capital Projects Fund	9230	CLARK DIETZ, INC.	437616	CRAWFORD PARK MASTER GR	05/19/2023	5,900.00	400-70-66100 Park Improvements
Capital Projects Fund	9230	CLARK DIETZ, INC.	437618	PSB - TRAFFIC SIGNALS	05/10/2023	2,460.00	400-76-65020 Riley Building Improvements
Total CLARK DIETZ, INC.:						8,360.00	
<b>CLIFTON LARSON ALLEN LLP</b>							
General Fund	378	CLIFTON LARSON ALLEN LLP	3731712	AUDIT SERVICES - PROGRESS	05/23/2023	9,240.00	100-90-61300 Audit Services
Total CLIFTON LARSON ALLEN LLP:						9,240.00	
<b>COMPLETE OFFICE OF WISCONSIN</b>							
General Fund	392	COMPLETE OFFICE OF WISCO	466097	DETERGENT & PAPER TOWEL -	04/10/2023	37.57	100-43-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	479363	PAPER FOR VILLAGE	05/19/2023	439.66	100-13-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	480113	BLEACH	05/24/2023	15.34	100-35-64100 Janitorial Supplies



Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	392	COMPLETE OFFICE OF WISCO	480116	MOP HEADS	05/24/2023	19.54	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:						512.11	
<b>CONSERV FS INC.</b>							
General Fund	3962	CONSERV FS INC.	60057378	100LB LP TANK	05/26/2023	299.00	100-41-64070 Work Supplies
General Fund	3962	CONSERV FS INC.	777004140	4,002 GAL DIESEL FUEL	05/15/2023	11,833.91	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						12,132.91	
<b>CRIVELLO CARLSON, S.C.</b>							
General Fund	278	CRIVELLO CARLSON, S.C.	2372-187781	ATTORNEY REPRESENTAION;	05/15/2023	247.50	100-90-61100 Legal Fees
Total CRIVELLO CARLSON, S.C.:						247.50	
<b>DON'S ELECTRIC</b>							
Cemetery Fund	549	DON'S ELECTRIC	14223	INSTALL SENSORS - CEMETER	03/29/2023	180.00	220-00-62700 Grounds Services
Total DON'S ELECTRIC:						180.00	
<b>ELIZABETH A. WILLMAN MS, SC</b>							
General Fund	9272	ELIZABETH A. WILLMAN MS, SC	1	8 OFFICERS	03/21/2023	640.00	100-30-61000 Professional Services
General Fund	9272	ELIZABETH A. WILLMAN MS, SC	2	OFFICERS 9-17	03/22/2023	720.00	100-30-61000 Professional Services
General Fund	9272	ELIZABETH A. WILLMAN MS, SC	3	OFFICERS 18-25	03/23/2023	720.00	100-30-61000 Professional Services
General Fund	9272	ELIZABETH A. WILLMAN MS, SC	4	OFFICERS 26-29	04/03/2023	320.00	100-30-61000 Professional Services
General Fund	9272	ELIZABETH A. WILLMAN MS, SC	5	OFFICERS 30-33	04/04/2023	320.00	100-30-61000 Professional Services
General Fund	9272	ELIZABETH A. WILLMAN MS, SC	6	OFFICER 34	04/18/2023	80.00	100-30-61000 Professional Services
General Fund	9272	ELIZABETH A. WILLMAN MS, SC	7	OFFICER 35	04/26/2023	80.00	100-30-61000 Professional Services
Total ELIZABETH A. WILLMAN MS, SC:						2,880.00	
<b>EMERGENCY LIGHTING AND ELECTRONICS</b>							
General Fund	9179	EMERGENCY LIGHTING AND EL	220186	#215 PRINTER CABLE	05/25/2023	152.00	100-30-63300 Vehicle Repairs & Maintenance
General Fund	9179	EMERGENCY LIGHTING AND EL	220188	#211 REPLACE DOCKING STATI	04/25/2023	125.00	100-30-63300 Vehicle Repairs & Maintenance
Total EMERGENCY LIGHTING AND ELECTRONICS:						277.00	
<b>ENNIS PAINT INC.</b>							
General Fund	601	ENNIS PAINT INC.	00625803	ROAD STRIPING PAINT 2023	05/17/2023	33,166.65	100-41-64090 Road Maintenance Materials
Total ENNIS PAINT INC.:						33,166.65	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>EWALDS HARTFORD FORD LLC</b>							
Capital Projects Fund	630	EWALDS HARTFORD FORD LLC	43204	#206 NEW SQUAD	04/21/2023	40,281.50	400-30-65040 Equipment-Vehicles
Total EWALDS HARTFORD FORD LLC:						40,281.50	
<b>FGM ARCHITECTS</b>							
Capital Projects Fund	652	FGM ARCHITECTS	21-3278.01-19	05/16/2023 CALEDONIA PUBLIC	05/16/2023	13,756.00	400-75-65020 PSB-FGM Building Improvements
Total FGM ARCHITECTS:						13,756.00	
<b>FIRE SERVICE INC.</b>							
General Fund	3900	FIRE SERVICE INC.	WI-6872	PAINT WORK ON E-11; 50% CO	05/24/2023	2,194.25	100-35-63300 Vehicle Repairs & Maintenance
Total FIRE SERVICE INC.:						2,194.25	
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>							
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	83441	PROJ. 0021C031.11 BADGERLA	04/20/2023	58,037.22	414-23163-002 Badgerland-Intersections
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	83442	PROJECT 0022C031.10 BADGE	04/20/2023	2,448.90	414-23163-001 Badgerland / Zilber Developmen
General Fund	666	FOTH INFRASTRUCTURE & EN	83443	FOTH PLAN REVIEW	04/20/2023	295.80	100-23163-077 Glen At Waters Edge/6020 Erie
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						60,781.92	
<b>FRANKSVILLE AUTOMOTIVE LLC</b>							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14760	#214 TIRE REPAIR	05/17/2023	40.17	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14793	#216 OIL CHANGE	05/26/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14804	#215 TIRES	05/30/2023	128.75	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						228.66	
<b>GALLS LLC</b>							
Donation Fund	693	GALLS LLC	024303631	MCDONALD HONOR GUARD U	04/26/2023	981.00	250-30-64190 Police Dept Donations
Donation Fund	693	GALLS LLC	024303649	MCDONALD RANK STRIPE	04/26/2023	29.48	250-30-64190 Police Dept Donations
Donation Fund	693	GALLS LLC	024368504	VELCRO TIE	05/02/2023	10.56	250-30-64190 Police Dept Donations
Total GALLS LLC:						1,021.04	
<b>GREEN BAY PIPE &amp; TV LLC</b>							
Sewer Utility Fund	750	GREEN BAY PIPE & TV LLC	3382	TELEWISE 525 BONITA LN.	05/17/2023	710.00	501-00-62101 Televising
Total GREEN BAY PIPE & TV LLC:						710.00	
<b>HACH COMPANY</b>							
Water Utility Fund	770	HACH COMPANY	13570334	1000 CHLORINE PILLOWS	05/04/2023	334.16	500-00-64240 Building Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Water Utility Fund	770	HACH COMPANY	13581339	NEW CHOLRINE TESTER	05/12/2023	691.99	500-00-64110 Small Equipment
Total HACH COMPANY:						1,026.15	
<b>INVERIS TRAINING SOLUTIONS, INC</b>							
Donation Fund	9261	INVERIS TRAINING SOLUTIONS	997057	QUOTE 24105-22-USL;VR SIMU	05/23/2023	40,975.00	250-30-64196 Police Dept - ARPA Expense
Donation Fund	9261	INVERIS TRAINING SOLUTIONS	997057	QUOTE 24105-22-USL;VR SIMU	05/23/2023	2,850.00	250-30-64196 Police Dept - ARPA Expense
Total INVERIS TRAINING SOLUTIONS, INC:						43,825.00	
<b>JOHNS DISPOSAL SERVICE, INC.</b>							
Refuse Fund	967	JOHNS DISPOSAL SERVICE, IN	1061485	MARCH 2023; CONTRACTED BI	03/28/2023	96,116.94	240-00-62100 Contracted Services
Recycling Fund	967	JOHNS DISPOSAL SERVICE, IN	1061485	MARCH 2023; CONTRACTED BI	03/28/2023	47,402.72	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:						143,519.66	
<b>JOHNSON CONTROLS SECURITY SOLUTIONS</b>							
Water Utility Fund	969	JOHNSON CONTROLS SECURI	38749868	MAY-23; OFFICE / SCADA ALAR	05/03/2023	617.88	500-00-64150 Communication Services
Sewer Utility Fund	969	JOHNSON CONTROLS SECURI	38749868	MAY-23L OFFICE / SCADA ALAR	05/03/2023	617.88	501-00-64150 Communication Services
Total JOHNSON CONTROLS SECURITY SOLUTIONS:						1,235.76	
<b>JOURNAL TIMES</b>							
Storm Water Utility Fund	1565	JOURNAL TIMES	116684	NTB - PROJECT 2023-02 CULVE	03/29/2023	123.79	502-00-64050 Publications & Subscriptions
Sewer Utility Fund	1565	JOURNAL TIMES	118953	SANITARY SEWER OVERFLOW	04/30/2023	10.66	501-00-64010 Notifications/publications
Total JOURNAL TIMES:						134.45	
<b>KICK THE SPAM LLC</b>							
Water Utility Fund	1076	KICK THE SPAM LLC	18603	OFFICE SPAM FILTERING	01/06/2022	36.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1076	KICK THE SPAM LLC	18603	OFFICE SPAM FILTERING	01/06/2022	36.00	501-00-64320 IT Infrastructure
Total KICK THE SPAM LLC:						72.00	
<b>KORTENDICK HARDWARE</b>							
General Fund	1096	KORTENDICK HARDWARE	157442	RIVET, MISC. FASTNERS & DEC	05/02/2023	27.48	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	157509	ROUND UP	05/04/2023	79.16	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	157560	ROUND UP & SKID GUARD	05/05/2023	46.77	100-70-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	157600	OFFICE CELL PHONE BOOSTE	05/08/2023	.53	501-00-64320 IT Infrastructure
General Fund	1096	KORTENDICK HARDWARE	157711	RUG BRUSH & NEEDLE INFLAT	05/11/2023	19.05	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	157826	CLOROX CLEANER	05/16/2023	13.98	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	157826	MISC. FASTNERS	05/16/2023	2.97	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	157826	MISC. FASTNERS	05/16/2023	3.19	100-70-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1096	KORTENDICK HARDWARE	157842	AVIATION SNIPPERS & DRILL BI	05/17/2023	16.18	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	157991	PAINT TRAY & PAINT	05/23/2023	60.28	100-70-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	158003	LOCATOR BATTERIES	05/23/2023	8.99	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	158003	LOCATOR BATTERIES	05/23/2023	8.99	501-00-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	158013	EPOXY PUTTY	05/23/2023	8.09	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158017	EPOXY PUTTY	05/23/2023	14.38	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158040	ROUND UP	05/24/2023	39.58	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158074	ROUNDUP & SEALANT	05/25/2023	47.67	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158159	TRASH BAGS	05/30/2023	61.16	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	158175	ROYAL PAINT&PRIMER	05/30/2023	79.18	100-70-64070 Work Supplies
Total KORTENDICK HARDWARE:						537.63	
<b>MAC QUEEN EQUIPMENT</b>							
Water Utility Fund	264	MAC QUEEN EQUIPMENT	P29582	JET RODDER PARTS	06/01/2023	205.47	500-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	264	MAC QUEEN EQUIPMENT	P29582	JET RODDER PARTS	06/01/2023	616.41	501-00-64250 Equipment Repairs & Maintenanc
Total MAC QUEEN EQUIPMENT:						821.88	
<b>MAYER REPAIR</b>							
General Fund	1260	MAYER REPAIR	19394s	REPAIR AIR BAG Q-10	05/31/2023	1,060.10	100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:						1,060.10	
<b>MENARDS RACINE</b>							
General Fund	1281	MENARDS RACINE	62447	GRINDING WHEELS	05/08/2023	7.56	100-41-64070 Work Supplies
Water Utility Fund	1281	MENARDS RACINE	63686	OFFICE SHELVING FOR BOOST	04/24/2023	22.98	500-00-64320 IT Infrastructure
Sewer Utility Fund	1281	MENARDS RACINE	63686	OFFICE SHELVING FOR BOOST	04/24/2023	22.97	501-00-64320 IT Infrastructure
General Fund	1281	MENARDS RACINE	64110	MISC. ITEMS - SHOVELS, COUP	05/01/2023	323.74	100-70-64070 Work Supplies
General Fund	1281	MENARDS RACINE	64123	POST HOLE DIGGER	05/01/2023	102.68	100-41-64070 Work Supplies
General Fund	1281	MENARDS RACINE	64383	BASKETBALL, FOAM BOARD, S	05/05/2023	64.93	100-70-64070 Work Supplies
Water Utility Fund	1281	MENARDS RACINE	64390	OFFICE CELL BOOSTER PARTS	05/05/2023	35.99	500-00-64320 IT Infrastructure
Sewer Utility Fund	1281	MENARDS RACINE	64390	OFFICE CELL BOOSTER PARTS	05/05/2023	36.00	501-00-64320 IT Infrastructure
Total MENARDS RACINE:						616.85	
<b>NASSCO, INC.</b>							
General Fund	1371	NASSCO, INC.	6287946	PAPERTOWEL, JUMBO BATH &	04/27/2023	139.36	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6287947	C-FOLD TOWEL & FUEL SURC	04/27/2023	490.41	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6288007	JUMBO BATH TISSUE - PD	04/27/2023	90.99	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:						720.76	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>NATURE SCAPE LAWN AND LANDSCAPE</b>							
General Fund	9124	NATURE SCAPE LAWN AND LA	APPLICATION	APR-23; WEED CONTROL AT C	04/28/2023	370.00	100-70-62700 Grounds Service
Total NATURE SCAPE LAWN AND LANDSCAPE:						370.00	
<b>NETWORK SPECIALIST OF RACINE, INC.</b>							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44160	REMOVE OFC365 MFA DEFAUL	05/15/2023	32.50	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44160	REMOVE OFC365 MFA DEFAUL	05/15/2023	32.50	501-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44255	JUN-3; OFFICE ANYWHERE DA	05/14/2023	250.00	501-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44255	JUN-23; OFFICE ANYWHERE D	05/14/2023	250.00	500-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44290	JUN-23; REMOTE BACKUP	05/14/2023	125.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44290	JUN-23; REMOTE BACKUP	05/14/2023	125.00	501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:						815.00	
<b>NORTHERN LAKE SERVICE, INC</b>							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2306046	Q2-23; VH BAC "T" SAMPLES	05/05/2023	27.50	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2307034	DIS. BYPRODUCTS SAMPLES	05/22/2023	681.48	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						708.98	
<b>OAK CREEK WATER UTILITY</b>							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5191	APR-23; SAMPLES	05/10/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5196	MAY-23; WATER SAMPLES	05/18/2023	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:						730.00	
<b>OFFICE DEPOT</b>							
General Fund	1426	OFFICE DEPOT	26298423	TONER (HR PRINTER)	04/30/2023	90.10	100-13-64030 Office Supplies
Total OFFICE DEPOT:						90.10	
<b>ONTECH SYSTEMS, INC</b>							
General Fund	1071	ONTECH SYSTEMS, INC	73591	8GB RAM ; MUNI COURT LAPTO	11/30/2022	32.00	100-32-64030 Office Supplies
Total ONTECH SYSTEMS, INC:						32.00	
<b>PARK REFUND VENDOR</b>							
General Fund	8999	PARK REFUND VENDOR	7001911	OPERATOR'S LICENSE REFUN	05/22/2023	40.00	100-00-44120 Operator License
Total PARK REFUND VENDOR:						40.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>PATS SERVICES INC.</b>							
General Fund	1462	PATS SERVICES INC.	A-246647	GORNEY - PORTABLE TOILET (	05/01/2023	120.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	A-246647	GORNEY - HANDICAP PORTAB	05/01/2023	150.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	A-246648	LINWOOD PARK - HANDICAP -	05/01/2023	150.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	A-246666	NICOLSON WILDLIFE - PORTAB	05/01/2023	150.00	100-70-62100 Contracted Services
Recycling Fund	1462	PATS SERVICES INC.	A-246958	YARDWASTE SITE - PORTABLE	05/07/2023	120.00	241-00-62100 Contracted Services
Total PATS SERVICES INC.:						690.00	
<b>POTTERS INDUSTRIES, INC.</b>							
General Fund	1521	POTTERS INDUSTRIES, INC.	91397455	20,000 LBS GLASS BEADS	05/15/2023	8,360.00	100-41-64090 Road Maintenance Materials
Total POTTERS INDUSTRIES, INC.:						8,360.00	
<b>RACINE COUNTY CLERK</b>							
General Fund	1552	RACINE COUNTY CLERK	PRIMARY ELE	FEB-23; PRIMARY ELECTION P	05/17/2023	350.00	100-12-64010 Notifications/Publications
General Fund	1552	RACINE COUNTY CLERK	PRIMARY ELE	FEB-23; PRIMARY ELECTION P	05/17/2023	3,100.00	100-12-62100 Contracted Services
General Fund	1552	RACINE COUNTY CLERK	PRIMARY ELE	REB-23; PRIMARY ELECTION B	05/17/2023	1,252.67	100-12-64010 Notifications/Publications
General Fund	1552	RACINE COUNTY CLERK	SPRING ELEC	APR-23; SPRING ELECTION PU	05/17/2023	700.00	100-12-64010 Notifications/Publications
General Fund	1552	RACINE COUNTY CLERK	SPRING ELEC	APR-23; SPRING ELECTION PR	05/17/2023	3,100.00	100-12-62100 Contracted Services
General Fund	1552	RACINE COUNTY CLERK	SPRING ELEC	APR-23; SPRING ELECTION BA	05/17/2023	2,862.86	100-12-64030 Office Supplies
Total RACINE COUNTY CLERK:						11,365.53	
<b>RACINE WATER &amp; WASTEWATER UTILITIES</b>							
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09228	6TH STREET INTERCEPTOR - B	04/03/2023	5,744.45	501-00-67300 Principal
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09228	6TH STREET INTERCEPTOR - B	04/03/2023	928.39	501-00-67100 Interest
Total RACINE WATER & WASTEWATER UTILITIES:						6,672.84	
<b>RAY O'HERRON</b>							
Capital Projects Fund	9176	RAY O'HERRON	2273268	HOLSTERS	05/24/2023	213.24	400-30-65030 Equipment
Capital Projects Fund	9176	RAY O'HERRON	2274138	HOLSTERS	05/30/2023	136.76	400-30-65030 Equipment
Total RAY O'HERRON:						350.00	
<b>RDS TRUCK SERVICE INC.</b>							
General Fund	1603	RDS TRUCK SERVICE INC.	00053984	CONTACT SOCKET	05/16/2023	17.98	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00053997	OIL FILTER KIT #40	05/18/2023	122.87	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00054026	#38 BRAKE PARTS	05/24/2023	181.84	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00054031	#38 BREAK CAMBER	05/24/2023	71.96	100-41-63300 Vehicle Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total RDS TRUCK SERVICE INC.:						394.65	
<b>REESMANS EXCAVATING &amp; GRADING</b>							
Water Utility Fund	1610	REESMANS EXCAVATING & GR	Pay App #3	PAY APP. # 3 WASH. MEAD. WAT	05/05/2023	374,496.70	500-18737-107 CIP - WASHINGTON MEADOWS
Water Utility Fund	1610	REESMANS EXCAVATING & GR	Pay App. # 4	WASHINGTON MEAD. WATERM	05/31/2023	90,487.15	500-18737-107 CIP - WASHINGTON MEADOWS
Total REESMANS EXCAVATING & GRADING:						464,983.85	
<b>ROSE PEST SOLUTIONS</b>							
General Fund	1701	ROSE PEST SOLUTIONS	3355077	MAY-23; PEST CONTROL - FIRE	05/10/2023	68.00	100-43-62100 Contracted Services
General Fund	1701	ROSE PEST SOLUTIONS	3355078	MAY-23; PEST CONTROL FIRE S	05/10/2023	68.00	100-43-62100 Contracted Services
General Fund	1701	ROSE PEST SOLUTIONS	3355079	MAY-23; PEST CONTROL VILLA	05/10/2023	68.00	100-43-62100 Contracted Services
Total ROSE PEST SOLUTIONS:						204.00	
<b>SCHNABEL PRINTING AND INVITATION CENTER</b>							
General Fund	1033	SCHNABEL PRINTING AND INVI	125542	RELEASE FORMS FOR MED CA	05/24/2023	168.60	100-35-64060 Copying & Printing
General Fund	1033	SCHNABEL PRINTING AND INVI	125588	2500 - #10 ENVELOPES (VILLAG	05/26/2023	211.75	100-13-64060 Copying & Printing
General Fund	1033	SCHNABEL PRINTING AND INVI	125588	2500 - #10 WINDOW ENVELOPE	05/26/2023	225.25	100-13-64060 Copying & Printing
Total SCHNABEL PRINTING AND INVITATION CENTER:						605.60	
<b>SHERWIN INDUSTRIES</b>							
Water Utility Fund	1795	SHERWIN INDUSTRIES	SC050259	COLD PATCH; WATERMAIN BRE	04/28/2023	645.54	500-00-64240 Building Repairs & Maintenance
Total SHERWIN INDUSTRIES:						645.54	
<b>SHRED-IT USA</b>							
General Fund	1800	SHRED-IT USA	8003784555	APR-23; 1 -- ON SITE SHRED C	05/25/2023	22.12	100-43-62100 Contracted Services
Total SHRED-IT USA:						22.12	
<b>SJE, INC.</b>							
Sewer Utility Fund	1119	SJE, INC.	CD99471406	PUMP # 2 PMT. DOMINICAN L.S.	02/10/2023	23,243.50	501-18739-000 CIP-Dominican Lift Station
Sewer Utility Fund	1119	SJE, INC.	CD99477359	HCAB FINAL PUMP PAYMENT	04/12/2023	8,483.10	501-18736-000 CIP-Hoods Creek Attenuation
Sewer Utility Fund	1119	SJE, INC.	CD99481798	PUMP # 1 REPAIR 4 MI / HWY 31	05/24/2023	2,883.90	501-00-64240 Building Repairs & Maintenance
Total SJE, INC.:						34,610.50	
<b>STRUCKN DESIGN</b>							
General Fund	9199	STRUCKN DESIGN	1771	NEW GRAPHICS FOR SPEED T	05/17/2023	516.75	100-30-63300 Vehicle Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total STRUCKN DESIGN:						516.75	
<b>STRYKER SALES CORPORATION</b>							
Donation Fund	8	STRYKER SALES CORPORATIO	4172843M	STAIR CHAIR M-12	05/31/2023	2,835.00	250-35-64916 Fire - ARPA Funding Expenses
Total STRYKER SALES CORPORATION:						2,835.00	
<b>TYLER TECHNOLOGIES, INC.</b>							
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114420	MAY 2023 - 2023 ANNUAL ASSE	05/08/2023	7,083.33	100-90-62100 Contracted Services
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114482	MAY 2023 - 2023 REVALUATION	05/12/2023	2,987.50	100-90-62150 Assessment Services
Total TYLER TECHNOLOGIES, INC.:						10,070.83	
<b>VESEL SERVICES, LLC</b>							
Sewer Utility Fund	9273	VESEL SERVICES, LLC	12704794	CRESTVIEW L.S. / GENERATOR	05/11/2023	11,566.00	501-00-64240 Building Repairs & Maintenance
Total VESEL SERVICES, LLC:						11,566.00	
<b>WAUKESHA COUNTY TECHNICAL COLLEGE</b>							
General Fund	2106	WAUKESHA COUNTY TECHNIC	S0801695	BICYCLE OFFICER TRAINING	05/25/2023	400.00	100-30-51300 Education/Training/Conferences
Total WAUKESHA COUNTY TECHNICAL COLLEGE:						400.00	
<b>WI DEPT OF FINANCIAL INSTITUTIONS</b>							
Storm Water Utility Fund	2141	WI DEPT OF FINANCIAL INSTIT	RENEWAL A.B.	NOTARY RENEWAL FILING FEE	05/25/2023	20.00	502-00-51320 Memberships/Dues
Total WI DEPT OF FINANCIAL INSTITUTIONS:						20.00	
<b>WISCONSIN DNR - ENVIRONMENTAL FEES</b>							
Storm Water Utility Fund	2178	WISCONSIN DNR - ENVIRONME	252241880-20	MS4 PERMIT STORMWATER M	05/21/2023	3,000.00	502-00-64500 Permits & Fees
Total WISCONSIN DNR - ENVIRONMENTAL FEES:						3,000.00	
<b>Grand Totals:</b>						<b>1,016,054.69</b>	
<b><u>PAYMENT TOTALS BY FUND</u></b>							
			Capital Projects Fund	69,200.50			
			Cemetery Fund	180.00			
			Donations/Grants Fund	47,681.04			
			General Fund	141,071.39			
			Recycling Fund	47,522.72			
			Refuse Fund	96,116.94			
			Sewer Utility Fund	78,824.33			
			Storm Water Utility Fund	3,420.66			
			TID #4 Fund	60,486.12			
			Water Utility Fund	471,550.99			
			<b>TOTALS</b>	<b>1,016,054.69</b>			



FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
<b>US BANK CORPORATE CARD</b>							
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC050061	CRACKSEAL MAT. +PATCH	100-41-64090 Road Maintenance Materi	3,546.00
General Fund	2434	US BANK CORPORATE CARD	CERTIFIED LABORATORIES	8170298	PERMALUBE (GREASE)	100-41-64070 Work Supplies	459.95
General Fund	2434	US BANK CORPORATE CARD	UNIFIRST CORPORATION	0961291555	MAR-23; RAGS + COVERALLS	100-41-62100 Contracted Services	424.52
General Fund	2434	US BANK CORPORATE CARD	PATS SERVICES INC.	971678	PUMP HOLDING TANK	100-41-62100 Contracted Services	260.00
General Fund	2434	US BANK CORPORATE CARD	RACINE COUNTY ECONOMIC D	2023 RCEDC	PROFESSIONAL DEVELOPMEN	100-60-51300 Education/Training/Confe	25.00
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	35503408,3563	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	1,344.95
General Fund	2434	US BANK CORPORATE CARD	PAYPAL BUILDINGS	3G874325G73	JIM KEEKER - 2023 BIASW	100-40-51320 Memberships/Dues	50.00
General Fund	2434	US BANK CORPORATE CARD	NAPA STORE	400009005	OIL FILTER TUBE M-32	100-35-63300 Vehicle Repairs & Mainte	66.99
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC050091	.48TON COLD PATCH	100-41-64090 Road Maintenance Materi	84.48
General Fund	2434	US BANK CORPORATE CARD	KRIETE GROUP	X103045611:01	FUEL PIPES #12	100-41-63300 Vehicle Repairs & Mainte	71.75
General Fund	2434	US BANK CORPORATE CARD	KRIETE GROUP	X103045611:02	FUEL PIPE #12	100-41-63300 Vehicle Repairs & Mainte	82.94
General Fund	2434	US BANK CORPORATE CARD	PAYPAL	00v537841v98	POLICE EXECUTIVE DINNER M	100-30-51300 Education/Training/Confe	35.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7887475-2	CASES FOR FLOW/PRESSURE	100-35-64070 Work Supplies	67.62
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-8960630-0	SUPRA BOX AIR TAG FOR M-20	100-35-64110 Small Equipment	48.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-6738063-7	BATTERIES	100-30-64030 Office Supplies	32.50
Storm Water Utility	2434	US BANK CORPORATE CARD	HYDROCAD SOFTWARE SOLUT	28544	HYDROCAD SOFTWARE MAINT	502-00-64300 IT Maintenance & Subscri	264.00
General Fund	2434	US BANK CORPORATE CARD	PORCARO FORD	Q52692	FIX FLAT ON VILLAGE CAR	100-60-64070 Work Supplies	44.05
General Fund	2434	US BANK CORPORATE CARD	ZORO TOOLS INC.	SO30911539	BLACK STRAPS	100-35-64110 Small Equipment	34.82
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-4095768-4	BREAKER TOOL FOR WINDOW	100-35-64070 Work Supplies	22.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7410209-2	PART FOR M-12	100-35-63300 Vehicle Repairs & Mainte	34.85
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-2026659-7	MONITOR STAND,BATTERIES	100-30-64030 Office Supplies	68.24
General Fund	2434	US BANK CORPORATE CARD	PAYPAL BUILDINGS	153609252711	ERIKA WAEGE - 2023 BIASW	100-40-51320 Memberships/Dues	40.00
General Fund	2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	39712454	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	108.90
General Fund	2434	US BANK CORPORATE CARD	AIRGAS NORTH CENTRAL	9136178308	OXYGEN + GAS	100-41-64070 Work Supplies	392.65
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC050117	.57TON COLD PATCH	100-41-64090 Road Maintenance Materi	99.18
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-2545208-4	HARD HATS	100-35-64070 Work Supplies	133.34
General Fund	2434	US BANK CORPORATE CARD	JOHNNY TACTICAL	2303	TRAINING VIDEOS	100-30-51300 Education/Training/Confe	17.98
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	70403	6HRS BRUSH SHREDDING	241-00-62800 Waste Disposal	3,480.00
Water Utility Fund	2434	US BANK CORPORATE CARD	SMARSH, INC.	INV-87482	MARCH 23 CELL PHONE TEXT	500-00-64320 IT Infrastructure	105.01
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SMARSH, INC.	INV-87482	MARCH 23 CELL PHONE TEXT	501-00-64320 IT Infrastructure	105.02
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC050131	.60TON COLD PATCH	100-41-64090 Road Maintenance Materi	104.40
General Fund	2434	US BANK CORPORATE CARD	CENTRAL SAW AND MOWER, IN	208267	GAS CAP CHAINSAW	100-41-64110 Small Equipment	4.85
General Fund	2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	394199	MISC.PARTS + TOOLS (MARCH)	100-41-63300 Vehicle Repairs & Mainte	147.87
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	015536903142	INTERNET CHARGES 3/14/23-4/	500-00-64150 Communication Services	89.99
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	015536903142	INTERNET CHARGES 3/14/23-4/	501-00-64150 Communication Services	89.99
General Fund	2434	US BANK CORPORATE CARD	SQ*BAILEY SNAP-SHOTS	04-10-2023	PHOTOS FOR WALL NEW EMPL	100-30-64070 Work Supplies	90.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	112-4455639-9	RIVERMEADOWS L.S. FLOAT	501-00-64240 Building Repairs & Mainte	209.98
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	113-2170355-6	SHIPPING LABELS - ELECTION	100-12-64030 Office Supplies	35.99
General Fund	2434	US BANK CORPORATE CARD	WASP BARCODE TECHNOLOGI	522302720	INK FOR EVIDENCE PRINTER	100-30-64030 Office Supplies	91.25
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	F54168	4X8 SHEET PLYWOOD	100-41-64070 Work Supplies	35.99

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-4812991-6	HYDRAULIC VISE	100-41-64110 Small Equipment	90.39
General Fund	2434	US BANK CORPORATE CARD	AT & T	414R05002103	03/13/2023 APRIL BILLING FOR	100-43-64150 Communication Services	395.02
General Fund	2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-20230	MAR-23; MONTHLY TLO CHARG	100-30-62100 Contracted Services	99.20
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	F54780	KEYS MADE	100-41-64070 Work Supplies	5.37
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2542193	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	204.60
General Fund	2434	US BANK CORPORATE CARD	ZORO TOOLS INC.	CREDIT SO30	CREDIT FOR WRONG ORDER	100-35-64110 Small Equipment	29.82-
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-6602272-7	PUMPS FOR LOCK OUT KITS	100-30-64110 Small Equipment	117.96
General Fund	2434	US BANK CORPORATE CARD	LINCOLN CONTRACTORS SUP	I40374	PAINT AND BROOMS	100-41-64070 Work Supplies	201.70
General Fund	2434	US BANK CORPORATE CARD	OTTERBOX/LIFEPROOF	14810657	CELL PHONE OTTERBOX & CH	100-40-64070 Work Supplies	61.32
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2537358	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	32.02
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC050147	1.53TON COLD PATCH	100-41-64090 Road Maintenance Materi	266.22
General Fund	2434	US BANK CORPORATE CARD	ZORO TOOLS INC.	WB969458341	AIR HOSE END FOR Q-10	100-35-64250 Equipment Repairs & Mai	19.80
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7868222-6	MOUSE FOR SQUAD ROOM	100-30-64030 Office Supplies	9.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-8629231-9	CANS FOR OILY SHOP RAGS	100-35-64070 Work Supplies	168.19
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-4913648-8	THUMB DRIVES FOR PSS	100-30-64030 Office Supplies	41.98
Sewer Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	M162833	HWY K / V L.S. BOOSTER PUMP	501-00-64240 Building Repairs & Mainte	191.36
General Fund	2434	US BANK CORPORATE CARD	HARBOR FREIGHT	065023	CASTERS	100-41-64070 Work Supplies	39.85
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-5051843-0	SEED SPREDERS	100-41-64070 Work Supplies	95.72
General Fund	2434	US BANK CORPORATE CARD	ABADAK TARP CANOPY	32030	SAND TARP	100-41-64080 Snow & Ice Materials	393.29
General Fund	2434	US BANK CORPORATE CARD	ARAMARK	860112340 331	MAR-23; UNIFORMS	100-35-62100 Contracted Services	735.45
General Fund	2434	US BANK CORPORATE CARD	LIQUIDSPRING, LLC	0055383-IN	HEIGHT SENSOR FOR M-20	100-35-63300 Vehicle Repairs & Mainte	197.85
Storm Water Utility	2434	US BANK CORPORATE CARD	AMAZON	113-6086070-3	NOTARY STAMP	502-00-64030 Office Supplies	22.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-0749522-3	DOCK STATION/CORDS FOR B	100-30-64030 Office Supplies	40.98
General Fund	2434	US BANK CORPORATE CARD	AERO COMPRESSED GASES	463813,465077	OXYGEN RENTAL FOR MEDICA	100-35-64280 Medical Supplies	95.00
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC050167	MASTIC TAR	100-41-64090 Road Maintenance Materi	1,728.00
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	36068235,3603	MEDICAL SUPPLES	100-35-64280 Medical Supplies	790.82
General Fund	2434	US BANK CORPORATE CARD	LEAGUE OF WISCONSIN MUNI	85691	ELECTED OFFICIAL TRAINING	100-13-51300 Education/Training/Confe	267.00
General Fund	2434	US BANK CORPORATE CARD	TWENTY TWENTY FAMILY V	95904309	REVERSED CHARGE	100-21940-000 Accrued Expenses-Cred	132.99
General Fund	2434	US BANK CORPORATE CARD	TWENTY TWENTY FAMILY V	95904309 REV	CHARGE REVERSED	100-21940-000 Accrued Expenses-Cred	132.99-
General Fund	2434	US BANK CORPORATE CARD	ZORO TOOLS INC.	SO31088158	COT STRAPS M-32	100-35-64250 Equipment Repairs & Mai	39.48
General Fund	2434	US BANK CORPORATE CARD	PICK N SAVE	002893	MEETING SUPPLIES; PSS	100-30-64000 Community Engagement	40.01
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-3480177-1	SAW HANDLES	100-41-64110 Small Equipment	19.95
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2545778	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	358.62
General Fund	2434	US BANK CORPORATE CARD	FARM & FLEET	714510	CORDLESS DRILL	100-41-64070 Work Supplies	156.45
General Fund	2434	US BANK CORPORATE CARD	STREET COP TRAINING	INV-91744R	DUPLICATE CHARGE CHRISTE	100-30-51300 Education/Training/Confe	299.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	USCC CALL CENTER	0573569944	HOODS CREEK BASIN	501-00-64150 Communication Services	7.02
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-6202205-8	FLOOR CORD COVERS; SEALS;	100-12-64070 Work Supplies	134.81
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-8048769-7	FILE FOLDER,BATTERIES,USB	100-30-64030 Office Supplies	91.55
Water Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	03/23/2023 WATER DEPT. TELE	500-00-64150 Communication Services	190.05
Sewer Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	03/23/2023 SEWER DEPT. TELE	501-00-64150 Communication Services	190.05
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	03/23/2023 POLICE DEPT. TELE	100-30-64150 Communication Services	1,579.99

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	03/23/2023 FIRE DEPT. TELEPH	100-35-64150 Telephone	1,064.77
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	03/23/2023 VILLAGE HALL TELE	100-43-64150 Communication Services	789.99
General Fund	2434	US BANK CORPORATE CARD	WEB NETWORK SOLUTIONS	29625589	VILLAGE OF CALEDONIA WEBS	100-11-62100 Contracted Services	42.99
Donation Fund	2434	US BANK CORPORATE CARD	O & H DANISH BAKERY	3825555	MEETING SUPPLIES; DISPATCH	250-30-64190 Police Dept Donations	11.00
General Fund	2434	US BANK CORPORATE CARD	SP SHADY RAYS	4079535	SUNGLASSES	100-30-50280 Clothing Allowance	10.38
General Fund	2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WINWOR0226	APR-23; DOJ BACKGROUND CH	100-11-61000 Professional Services	49.00
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501040	04/23 COMMUNICATION T-LINE	100-43-64150 Communication Services	620.20
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-2115594-1	REAR LIGHTS FOR E-11	100-35-63300 Vehicle Repairs & Mainte	188.97
General Fund	2434	US BANK CORPORATE CARD	CDW GOVERNMENT	NHVT952	MS OFC 365; (8) G3 LICENSES	100-30-64300 IT Maintenance & Subscri	1,500.00
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC050189	.52 TON COLD PATCH + DETAC	100-41-64090 Road Maintenance Materi	179.31
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0366065-6	BRAKE LINING THICKNESS TO	100-35-64110 Small Equipment	10.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-5039772-4	AIR FLOW SENSOR FOR UT-11	100-35-63300 Vehicle Repairs & Mainte	46.49
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7300789-5	CAP FOR M-20	100-35-63300 Vehicle Repairs & Mainte	5.51
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7733958-2	TIRES FOR M-11	100-35-63300 Vehicle Repairs & Mainte	827.82
General Fund	2434	US BANK CORPORATE CARD	IAAI	95702	REGISTRATION FEE FOR FIRE I	100-35-51300 Education/Training/Confe	103.00
Water Utility Fund	2434	US BANK CORPORATE CARD	DSPS EPAY ISE	WISCOM04508	REGISTER DISTRICT BACKFLO	500-00-64240 Building Repairs & Mainte	230.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	DSPS EPAY ISE	WISCOM04508	REGISTER DISTRICT BACKFLO	501-00-64240 Building Repairs & Mainte	230.00
Water Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	WISCOM04508	REGISTER DISTRICT BACKFLO	500-00-64240 Building Repairs & Mainte	4.60
Sewer Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	WISCOM04508	REGISTER DISTRICT BACKFLO	501-00-64240 Building Repairs & Mainte	4.60
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-6172452-2	PART FOR PARTNER SAW Q-10	100-35-64250 Equipment Repairs & Mai	46.57
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7623952-8	CRESCENT TOOL FOR MECHA	100-35-64110 Small Equipment	24.78
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441604022	APRIL 2023 PHONE AND INTER	100-43-64150 Communication Services	1,631.15
Donation Fund	2434	US BANK CORPORATE CARD	FTD* WELKES HOUSE OF ROS	358026/1	FLOWERS FOR FUNERAL OF P	250-30-64190 Police Dept Donations	92.30
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	70571	30-YD CONTAINERS (6)	241-00-62800 Waste Disposal	2,873.70
General Fund	2434	US BANK CORPORATE CARD	STREICHERS	I1628821	MUELLER MOUNT,HANDCUFF,P	100-30-50280 Clothing Allowance	212.39
Water Utility Fund	2434	US BANK CORPORATE CARD	TDS METROCOM	040123	04/01/2023 TDS - PHONE AND I	500-00-64150 Communication Services	288.30
Sewer Utility Fund	2434	US BANK CORPORATE CARD	TDS METROCOM	040123	04/01/2023 TDS - PHONE AND I	501-00-64150 Communication Services	288.30
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-2706001-9	11X17 PAPER	100-40-64030 Office Supplies	78.17
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-5449365-8	SCREWS FOR UT-11 LIFT GATE	100-35-64110 Small Equipment	29.36
General Fund	2434	US BANK CORPORATE CARD	CALEDONIA FEED & SUPPLY	57742	GRASS SEED	100-41-64090 Road Maintenance Materi	219.50
Water Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9931444393	04/23/23 SCADA ALARM SYSTE	500-00-64150 Communication Services	20.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9931444393	04/23/23 SCADA ALARM SYSTE	501-00-64150 Communication Services	20.01
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	F66588	FILL PROPANE TANK	100-41-64070 Work Supplies	14.72
General Fund	2434	US BANK CORPORATE CARD	OFFICE DEPOT	VPVTA5QP335	BUSINESS PAPER	100-30-64030 Office Supplies	56.43
General Fund	2434	US BANK CORPORATE CARD	FASTENAL	WIRAC202281	MISC. NUTS + BOLTS	100-41-64070 Work Supplies	339.06
General Fund	2434	US BANK CORPORATE CARD	FASTENAL	WIRAC202302	SAFTY EQUIP. VESTS + GLASS	100-41-64070 Work Supplies	993.11
General Fund	2434	US BANK CORPORATE CARD	UPS	040423	RETURN AIR TEST KIT	100-35-64040 Postage & Shipping	8.20
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101 050	PHONE AND INTERNET 5/7/23-6	500-00-64150 Communication Services	153.76
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101 050	PHONE AND INTERNET 5/7/23-6	501-00-64150 Communication Services	153.76
General Fund	2434	US BANK CORPORATE CARD	ZOOM	199119439	APR-MAY 2023; ZOOM CONFER	100-60-61000 Professional Services	31.98
General Fund	2434	US BANK CORPORATE CARD	CALL MULTIPLIER	519585042423	TEXTING SERVICE	100-30-62100 Contracted Services	245.00

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	BP#6295000RED PINE AMOCO	647223221	FUEL FOR DEPARTMENT VEHI	100-35-51300 Education/Training/Confe	60.61
General Fund	2434	US BANK CORPORATE CARD	THE RUSTIC	9	DINNER-SCHOOL SWIFT WATE	100-35-51300 Education/Training/Confe	32.50
Total US BANK CORPORATE CARD:							35,674.52
Grand Totals:							35,674.52

**PAYMENTS BY FUND**

Donations/Grants Fund	103.30
General Fund	26,358.74
Recycling Fund	6,353.70
Sewer Utility Fund	1,490.09
Storm Water Utility Fund	286.98
Water Utility Fund	1,081.71
<b>Totals</b>	<b>35,674.52</b>

**CLASS B COMBINATION – LIMITED LIABILITY COMPANY**

Stallion on 38 LLC

Trade Name: Tailgaters

7641 Hwy 38, Caledonia, WI 53108

Agent: Hasan Salem – 3730 E. American Ave., Oak Creek, WI 53154

TBG's of Racine, Inc.

Trade Name: C&C's Mosquito Inn

3208 4 Mile Rd., Racine, WI 53404

Agent: Chad Longre – 5618 Independence Rd., Mt. Pleasant, WI 53406

Dukes Corner Connection

Trade Name: Duke's Corner Connection

6961 Douglas Ave., Racine, WI 53402

Agent: Dusan Jankovic – 7854 55<sup>th</sup> Avenue, Kenosha WI 53142

Brossman's Bar, LLC

Trade Name: Brossman's Bar

3241 Hwy H, Franksville WI 53126

Agent: Ronald Keith Brossman, Sr., 829 Augusta St., Racine, WI 53402

**CLASS B COMBINATION – INDIVIDUAL**

Suzanne Witkowski - 3578 S. 16<sup>th</sup> St., Milwaukee, WI 53221

Trade Name: Husher Pub & Grill - 9002 – 6 Mile Road, Caledonia, WI 53108

## **CLASS B COMBINATION - CORPORATION**

Fenkl Enterprise LLC.

Trade Name: Cari & Ron's Cham North

4653 Douglas Ave., Racine WI 53402

Agent: Ronald Fenkl – 3117 Hamilton St., Racine, WI 53403

The Country Pump, Inc.

Trade Name: The Country Pump

4713 Hwy 31, Racine, WI 53405

Agent: Jason Yohn – 2841 Northbridge Dr., Racine, WI 53404

Bear Country, Inc.

Trade Name: Bear Paw Beach.

10006 7 Mile Road, Caledonia, WI 53108

Agent: Theresa Isaacson – 10602 S. Greenbay Dr., Oak Creek, WI 53154

DeMark Enterprises, Inc.

Trade Name: Oh! Dennis Saloon & Charcoal House

4301 Douglas Ave., Racine, WI 53402

Agent: Jo Ann DeMark - 3657 Hennepin Place, Racine, WI 53402

Harvey Funk Post No 494 of the American Legion Dept of WI

Trade Name: Harvey Funk American Legion Post #494

4226 Michel Ct., Franksville, WI 53126

Agent: Candace Rothering – 200 Echo Ln, Racine, WI 53406

Racine Lodge No. 437 Loyal Order of Moose Inc.

Trade Name: Racine Moose Family Center #437

5530 Middle Rd., Racine, WI 53402

Agent: Brenda Wishau – 5840 Leawood Ln., Racine WI 53402

Mulligan's Mini Golf, Inc.

Trade Name: Buddy's Sports Grill

6633 Douglas Ave., Racine, WI 53402

Agent: Stanley J. Matson – 5521 Whirlaway Ln., Racine, WI 53402

**CLASS A COMBINATION – LIMITED LIABILITY COMPANY**

Caledonia C-Store, LLC

Trade Name: Sai Mart

13600 7 Mile Road, Caledonia, WI 53108

Agent: Dwarika Singh – 3640 Pilgrim Road, Brookfield, WI 53005

Franksville Liquors, LLC.

Trade Name: Ayras Franksville

10502 Northwestern Ave., Franksville, WI 53126

Agent: Sachin Patel – 3823 Meachem Rd., Mt. Pleasant, WI 53403

4 Mile Petro LLC

Trade Name: Hometown

600 4 Mile Road, Racine, WI 53402

Agent: Mohammad Akntar – 6705 116th St. Pleasant Prairie, WI 53158

Rehmat, LLC

Trade Name: Deli-Food Xpress

3100 – 6 Mile Rd., Racine, WI 53402

Agent: Chirag Ajmeri - 2714 – 4 ½ Mile Rd., Racine, WI 53402

Billy's LLC

Trade Name: Billy's

414 3 Mile Road, Racine, WI 53402

Agent: Balvir Singh – 3608 Douglas Avenue, Apt. 414, Racine, WI 53402

Harjaps Enterprises LLC

Trade Name: Caledonia Mobil

7100 Douglas Ave., Racine, WI 53402

Agent: Avtar Singh – 117 Accipiter Ct., Burlington, WI 53105

Mega Marts, LLC

Trade Name: Pick 'n Save #6378

5111 Douglas Ave., Racine, WI 53402

Agent: Nicole Schroeder, 2828 Catherine Drive, Racine, WI 53402

Jeevan, LLC

Trade Name: Arbee's Liquor Store

4606 Douglas Ave., Racine, WI 53402

Agent: Priyank Patel – 3550 Wood Road, Racine, WI 53406



**CLASS A COMBINATION - CORPORATION**

Casey's Marketing Company

Trade Name: Casey's General Store #3788

1306 4 Mile Rd, Racine, WI 53402

Agent: Anthony Hawkes, 538 Biese St., Combined Locks, WI 54113

J and P Oil Inc.

Trade Name: Joys Food Mart

7952 US Hwy 41, Caledonia, WI 5318

Agent: Joy Peter – 13046 4 Mile Rd, Franksville, WI 53126

**CLASS A BEER – LIMITED LIABILITY COMPANY**

Speedway, LLC

Trade Name: Speedway 4450

4960 Douglas Ave., Racine, WI 53402

Agent: Dani Davis – 4629 Pilgrim Dr., Racine, WI 53404

Pilot Travel Centers LLC

Trade Name: Pilot Travel Center #324

13712 Northwestern Avenue, Franksville, WI 53126

Agent: Charles Kopsea – 900 West Potomac Drive, Oak Creek, WI 53154

**ORDINANCE NO. 2023-09**

**AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP ADOPTED UNDER SECTION 16-2-3 OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE ±1.25 ACRES FROM B-4, PLANNED BUSINESS DISTRICT TO B-3, HIGHWAY BUSINESS DISTRICT FOR THE PROPERTY LOCATED at 3947 USH 41, PARCEL ID NO. 104-04-22-30-048-000, VILLAGE OF CALEDONIA, RACINE COUNTY, WI., BETTY LUEBKE-SOLFEST, APPLICANT, GREGORY & BETTY SOLFEST, OWNER.**

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

- A. Request to rezone the ±1.25 acres from B-4, Planned Business District to B-3, Highway Business District for the property located 3947 USH 41, Village of Caledonia, Racine County, WI. Betty Luebke-Solfest, Applicant, Gregory & Betty Solfest, Owner; Parcel No.: 104-04-22-30-048-000, which is described on the attached **Exhibit A** is approved for the following reasons:
  - 1. Due to the subject property's proximity to the Interstate, commercial uses should be encouraged in this area.
  - 2. The 2035 Land Use Plan designates this property as Commercial. The proposed rezoning is in accord with the 2035 Land Use Plan designation for the subject property.
- B. That in order to update the zoning map adopted under Section 16-2-3 of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;
- C. That the zoning map be, and hereby is, amended as follows:

The land comprising the rezone of ±1.25 acres located on the parcel located at 3947 USH 41, Village of Caledonia, Racine County, WI with Parcel ID No.: 104-04-30-048-000 which is legally described on the attached **Exhibit A** shall be rezoned from: B-4, Planned Business District to B-3 Highway Business District.

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

Adopted by the Village Board of the Village of Caledonia this \_\_\_ day of June 2023.

**VILLAGE OF CALEDONIA**

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

Thomas R. Weatherston  
Village President

Attest:

\_\_\_\_\_

Joslyn Hoeffert  
Village Clerk

**Exhibit A:  
Legal Description & Location Map  
Parcel ID Nos. 104-04-22-30-048-000**

All that part of the South One-half (1/2) of the fractional Southwest quarter (fractional Southwest One-quarter 1/4) of Section Thirty (30), Township Four (4) North, Range Twenty-two (22) East, Town (Now Village) of Caledonia, Racine County, Wisconsin, described as follows, to-wit: Commence at the Southwest corner of said Section Thirty (30), said point being the place of beginning of the parcel of land hereinafter described; run thence North, along the West line of said Section Thirty (30), 889.67 feet; thence South 87° 59' East, 204.96 feet to an iron stake; thence South 1° 23' East 884.35 feet to the South line of Section Thirty (30), and thence North 89° 38' West, along the said South line of Section Thirty (30), 227.61 feet to the place of beginning. EXCEPTING that part thereof which lies Westerly of a line 245 feet Easterly of and measured normal to the following described reference line, to-wit: Begin at a point in the South line of Section Twenty-five (25), Township Four (4) North, Range Twenty-one (21) East, Town of Raymond, Racine County, Wisconsin, which point is 95.44 feet West of the Southeast corner of said Section Twenty-five (25), Township Four (4) North, Range Twenty-one (21) East, thence running North 0° 37' 17" West 892.50 feet to a point, said point being the point of ending of said reference line. Further excepting therefrom that part conveyed for highway purposes by Award of Damages recorded as Document No. 2279165.



**ORDINANCE NO. 2023-10**

**AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP ADOPTED UNDER SECTION 16-2-3 OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE THE WESTERN ±25.0 ACRES FROM B-4, PLANNED BUSINESS DISTRICT TO B-3 PLANNED BUSINESS DISTRICT FOR THE PROPERTY LOCATED DIRECTLY SOUTH OF 6009 USH 41 ON USH 41 (PARCEL NO. 104-04-22-19-037-000), VILLAGE OF CALEDONIA, RACINE COUNTY, WI. LUKE SEBALD, APPLICANT, CALEDONIA TRAILERS LLC, OWNER.**

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

- A. Request to rezone the western ±25.0 acres from B-4, Planned Business District to B-3, Highway Business District for the property located on USH 41 directly south of 6009 USH 41, Village of Caledonia, Racine County, WI. Luke Sebald, Applicant, Caledonia Trailers LLC, Owner; Parcel No.: 104-04-22-19-037-000, which is described on the attached **Exhibit A** is approved for the following reasons:
  - 1. Due to the subject property's proximity to the Interstate, commercial uses should be encouraged in this area.
  - 2. The 2035 Land Use Plan designates this property as Commercial. The proposed rezoning is in accord with the 2035 Land Use Plan designation for the subject property.
  - 3. The rezoning will reclassify the legacy zoning district, B-4, Planned Business District to the current B-3, Highway Business District.
- B. That in order to update the zoning map adopted under Section 16-2-3 of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;
- C. That the zoning map be, and hereby is, amended as follows:

The land comprising the rezone of ±25.0 acres located on the western portion of the parcel located on USH 41, directly south of 6009 USH 41, Village of Caledonia, Racine County, WI with Parcel ID No.: 104-04-19-037-000 which is legally described on the attached **Exhibit A** shall be rezoned from: B-4, Planned Business District to B-3, Highway Business District.

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

Adopted by the Village Board of the Village of Caledonia this \_\_\_ day of June, 2023.

**VILLAGE OF CALEDONIA**

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

Thomas Weatherston  
Village President

Attest:

\_\_\_\_\_

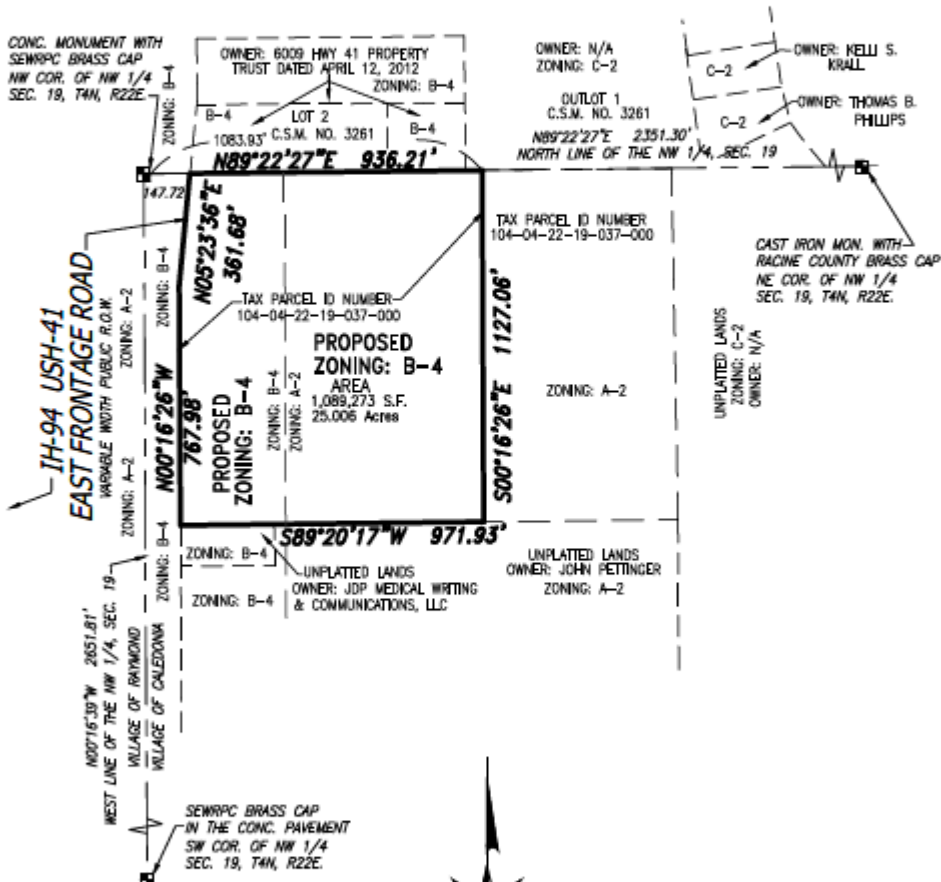
Joslyn Hoeffert  
Village Clerk

**Exhibit A:  
Plat of Survey with Legal Description  
Parcel ID Nos. 104-04-22-19-037-000**

# ZONING EXHIBIT

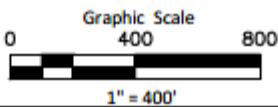
**CLIENT** Right Trailers Inc.      **SITE ADDRESS** Vacant land, Village of Caledonia, Racine County, Wisconsin.

**LEGAL DESCRIPTION (ZONING B-4)**  
That part of the Northwest 1/4 of the Northwest 1/4 of Section 19, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, bounded and described as follows:  
Commencing at the Northwest corner of the Northwest 1/4 of said Section; thence North 89°22'27" East along North line of said 1/4 Section 147.72 feet to the point of beginning of the lands hereinafter described; thence North 89°22'27" East continuing along said North line 936.21 feet to a point; thence South 00°16'26" West 1127.06 feet to a point; thence South 89°20'17" West 971.93 feet to a point in the East line of East Frontage Road; thence North 00°16'26" West along said East line 767.98 feet to a point; thence North 05°23'36" East continuing along said East line 361.68 feet to the point of beginning. Said lands as described contains 1,089,273 square feet or 25.006 acres.



**CHAPUT  
LAND SURVEYS**

234 W. Florida Street Milwaukee, WI 53204      414-224-8068 www.chaputlandsurveys.com



**DATE**  
December 02, 2021.  
Drawing No. 3893-dzb



**RESOLUTION NO. 2023-51**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
APPROVING A SIGN PLAN FOR THE COMMERCIAL DEVELOPMENT LOCATED ON  
THE PARCEL DIRECTLY SOUTH OF 6009 USH 41; LUKE SEBARD, APPLICANT,  
CALEDONIA TRAILERS LLC, OWNER**

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

**WHEREAS**, Caledonia Trailers LLC, Owner, Luke Sebald, Applicant requested approval of a sign plan presented in **Exhibit A** for the parcel located directly south of 6009 USH 41; Parcel I.D. No. 104-04-22-19-037-000; and

**WHEREAS**, the Village Plan Commission has recommended approval of the sign plan with the modification of reducing the width of the top cabinet for the proposed pole sign to twenty (20) feet for the following reasons:

1. The proposed number, height and size of signs are permissible through the sign plan review process.
2. The proposed signs will not create sing clutter or confusion along the freeway corridor.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia that the sign plan as presented in **Exhibit A** with the modification, is hereby approved for the same reasons and requirements set forth above and subject to the same conditions imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia this \_\_\_\_ day of June, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, Village President

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

# EXHIBIT A

**BUILDING SIGNAGE**

**RIGHT TRAILERS / BUILDING SIGNAGE**  
 ONE (1) SET OF INTERNALLY ILLUMINATED FACE LIT CHANNEL LETTERING  
 "RIGHT TRAILERS INC."  
 ROUTED 3/16" WHITE LEXAN FACES W/ 2" YELLOW TRIM CAP  
 5" DEEP .063 ALUMINUM RETURNS W/ MAP BLACK PAINTED FINISH  
 .090 ALUMINUM BACKS W/ YELLOW LEDS  
 LETTERING MOUNTED FLUSH TO ALUMINUM BACKER PANEL  
 "NATIONWIDE"  
 ROUTED 3/16" WHITE LEXAN FACES W/ 1" BLACK TRIM CAP  
 5" DEEP .040 ALUMINUM RETURNS W/ MAP BRUSHED ALUMINUM FINISH  
 .063 ALUMINUM BACKS W/ WHITE LEDS  
 LETTERING MOUNTED FLUSH TO BUILDING FASCIA

\*FIELD SURVEY REQUIRED

**Michael/Sign**  
 "We Project Your Image"  
 PH: (262) 554-6066  
 TOLL FREE: (800) 554-4110

<b>Client:</b> RIGHT TRAILERS	<b>Date:</b> 4-21-23	<b>REVISION</b>	<b>Illumination:</b> <input type="checkbox"/> LED <input checked="" type="checkbox"/> LED	<b>Paint Colors (as noted):</b>	<b>Vinyl Film Colors (as noted):</b> <input checked="" type="checkbox"/> 3M YELLOW TRANS <input checked="" type="checkbox"/> 3M BLACK PERFORATED	<b>Client Signature:</b>
<b>Drawing #:</b> 2(0)	<b>Sheet:</b> 1 of 1	<b>Scale:</b> 1/2"=1'	<b>Electrical Requirements:</b> <input type="checkbox"/> 120V <input type="checkbox"/> 240V	<b>Quantity:</b> 1	<b>Sign Specifications:</b> NOTED ABOVE	<b>Signature:</b> _____ <b>Date:</b> _____
<b>Address:</b> W294N11509 GOLDFENDALE RD	<b>City, State:</b> GERMANTOWN, WI 53022	<b>Sales Rep:</b> JUSTIN SILVA	<b>Designer:</b> KD			<b>NOTICE:</b> Michael's Sign, Inc. does NOT provide primary electrical to sign locations - RESPONSIBILITY OF OTHERS The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Sign, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.

NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL FINISHED PAINTED PRODUCT.

**PYLON SIGN**

Width to be reduced to 20'

**RIGHT TRAILERS / PYLON SIGN**  
 ONE (1) DOUBLE SIDED, INTERNALLY ILLUMINATED PYLON SIGN  
 CUSTOM FABRICATED ALUMINUM SIGN CABINET W/ MAP PAINTED FINISH  
 WHITE FLEX FACE W/ 3M VINYL GRAPHICS  
 10MM FULL COLOR WATCHFIRE LED DISPLAY (8'X12')

**EMC SQUARE FOOTAGE: 96 SQ. FT.**  
**CABINET SQUARE FOOTAGE: 156 SQ. FT.**  
**TOTAL SQUARE FOOTAGE: 252 SQ. FT.**

**Michael/Sign**  
 "We Project Your Image"  
 PH: (262) 554-6066  
 TOLL FREE: (800) 554-4110

<b>Client:</b> RIGHT TRAILERS	<b>Date:</b> 4-21-23	<b>REVISION</b>	<b>Illumination:</b> <input type="checkbox"/> LED <input checked="" type="checkbox"/> LED	<b>Paint Colors (as noted):</b> MAP BLACK	<b>Vinyl Film Colors (as noted):</b> <input checked="" type="checkbox"/> 3M YELLOW TRANS <input checked="" type="checkbox"/> 3M BLACK	<b>Client Signature:</b>
<b>Drawing #:</b> 3B(0)	<b>Sheet:</b> 1 of 1	<b>Scale:</b> 3/16"=1'	<b>Electrical Requirements:</b> <input type="checkbox"/> 120V <input type="checkbox"/> 240V	<b>Quantity:</b> 1	<b>Sign Specifications:</b> NOTED ABOVE	<b>Signature:</b> _____ <b>Date:</b> _____
<b>Address:</b> W294N11509 GOLDFENDALE RD	<b>City, State:</b> GERMANTOWN, WI 53022	<b>Sales Rep:</b> JUSTIN SILVA	<b>Designer:</b> KD			<b>NOTICE:</b> Michael's Sign, Inc. does NOT provide primary electrical to sign locations - RESPONSIBILITY OF OTHERS The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Sign, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.

NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL FINISHED PAINTED PRODUCT.

**RESOLUTION NO. 2023-52**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST TO AMEND THE CONDITIONAL USE PERMIT TO ALLOW ADDITIONAL TIME TO BEGIN CONSTRUCTION OF A ±20,761 SQUARE-FOOT COMMERCIAL BUILDING AND ALLOW FOR THE OPERATION OF A COMMERCIAL TRAILER SALES AND SERVICE BUSINESS WITH OUTDOOR DISPLAY OF MERCHANDISE FOR THE PARCEL LOCATED DIRECTLY SOUTH OF 6009 USH 41, LUKE SEBALD, APPLICANT, CALEDONIA TRAILERS LLC, OWNER**

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

**WHEREAS**, Luke Sebald, Applicant, requested an amendment to the conditional use permit to allow for an additional twelve months to begin construction a ±20,761 square-foot commercial building to operate a commercial trailer sales and service business with outdoor display of merchandise for the parcel located directly south of 6009 USH 41, Caledonia Trailers LLC, Owner; Parcel ID No.: 104-04-22-19-037-000.

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

1. Due to the subject property's proximity to I-94, commercial uses should be encouraged in this area.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of June, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston  
Village President

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

# Exhibit A

## Caledonia Trailers Conditions and Restrictions

### Parcel ID No. 104-04-22-19-037-000

Applicant: Caledonia Trailers LLC  
Property Address(es): USH 41  
Parcel ID No.: 104-04-22-19-037-000

Approved by Plan Commission: 5/22/2023  
Approved by Village Board: \_\_\_\_\_

#### 1. LEGAL DESCRIPTION

That part of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 19, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest  $\frac{1}{4}$  of said Section; thence North  $89^{\circ}22'27''$  East along North line of said  $\frac{1}{4}$  Section 147.22 feet to the point of beginning of the lands hereinafter described; thence North  $89^{\circ}22'27''$  East continuing along said North line 936.21 feet to a point; thence South  $00^{\circ}16'26''$  West 1,127.06 feet to a point; thence South  $89^{\circ}20'17''$  West 971.93 feet to a point in the East line of East Frontage Road; thence North  $00^{\circ}16'26''$  West along said East line 767.98 feet to a point; thence North  $05^{\circ}23'36''$  East continuing along said East line 361.68 feet to the point of beginning. Said lands as described contains 1,089,273 square feet of 25.006 acres.

#### 2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

B. The conditional use as set forth in the application, narrative, and concept site plans received December 29, 2021 are incorporated hereby by reference and shall be modified to comply with these conditions and restrictions. A precise detailed site plan for the area affected by the conditional use, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

##### 1) **General Development Plan**

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

##### 2) **Landscape Plan**

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

##### 3) **Building Plan**

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

##### 4) **Lighting Plan**

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

##### 5) **Grading, Drainage and Stormwater Management Plan**

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

##### 6) **Fire Protection**

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

**Exhibit A**  
**Caledonia Trailers Conditions and Restrictions**  
**Parcel ID No. 104-04-22-19-037-000**

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed in the B-4, Planned Business zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code.
- B. Operation of a commercial trailers sales and service business with outdoor display of merchandise is permitted.
  - i. Outdoor storage shall be limited to the parking and display of trailers for sale by the business.
  - ii. Trailers for sale shall be located in designated areas as approved by the Plan Commission on January 31, 2022.
- C. Solid waste collection and recycling shall be the responsibility of the applicant.
- D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way.

4. PARKING AND ACCESS

- A. A Traffic Impact Analysis (TIA) shall be performed and submitted to the Village Engineer for review prior to the submission of applications for Plan Commission review of site, building, landscaping, lighting, and similar plans. Required roadway improvements and modifications identified in the TIA shall be the responsibility of the applicant and all such improvements shall be installed prior to issuance of any occupancy permits and in accordance with a schedule established by the Village Engineer.
- B. The site plan shall include parking stalls with an average of no more than 3.5 parking stalls per 1,000 square feet of commercial building for this development. Parking stall dimensions shall be in accordance with Article VII, Division 5 of the Municipal Code.

# Exhibit A

## Caledonia Trailers Conditions and Restrictions

### Parcel ID No. 104-04-22-19-037-000

5. LIGHTING

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

6. SETBACKS

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

	Street Setback	Rear Setback	Side Setback
Principal Structure	80 ft	40 ft	10 ft
Accessory Structure	80 ft	30 ft	10 ft
Parking	20 ft	10 ft	10 ft

7. TIME OF COMPLIANCE

The operator of the conditional use shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the resolution authorizing this Conditional Use. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the resolution if a building permit has not been issued for this use and substantial work has not commenced. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. STORMWATER

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

10. FIRE DEPARTMENT APPROVAL

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

11. CALEDONIA SEWER AND WATER UTILITY DISTRICTS

Applicant must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required. The site is located within the Caledonia Sewer and Water Service Area, but sanitary sewer and watermain are not available at this time. Due

**Exhibit A**  
**Caledonia Trailers Conditions and Restrictions**  
**Parcel ID No. 104-04-22-19-037-000**

to sanitary sewer and watermain not being available, a declaration of restrictive covenants document will need to be executed by the owner prior to any building permits being issued. All buildings shall connect to public sanitary sewer and water when available.

12. SIGNAGE  
The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Please contact Village Zoning staff for advertising sign regulations and permit procedures. Banners, balloons, flashing or animated signs are prohibited.
13. NO ACCUMULATION OF REFUSE AND DEBRIS  
Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
14. PROPERTY MAINTENANCE REQUIRED  
A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.
15. PERFORMANCE STANDARDS  
The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances (a copy is attached), as adopted by the Village of Caledonia and any conditions established by subsequent Conditional Use Approvals.
16. ACCESS  
The applicant must allow any Village or Racine County employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
17. COMPLIANCE WITH LAW  
The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
18. REIMBURSE VILLAGE COSTS  
Applicant shall reimburse the Village all costs incurred by the Village for review of this rezoning and PUD Planned Unit Development Overlay District approval including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
19. AMENDMENTS TO CONDITIONAL USE  
No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.

**Exhibit A**  
**Caledonia Trailers Conditions and Restrictions**  
**Parcel ID No. 104-04-22-19-037-000**

20. BINDING EFFECT

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

21. VIOLATIONS & PENALTIES

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

22. REVOCAION

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

23. AGREEMENT

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

24. SUBSEQUENT OWNERS

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



**RESOLUTION NO. 2023-53**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±20,671 SQUARE FOOT COMMERCIAL BUILDING TO OPERATE A COMMERCIAL TRAILER SALES AND SERVICE BUSINESS WITH OUTDOOR DISPLAY OF MERCHANDISE FOR THE PARCEL LOCATED DIRECTLY SOUTH OF 6009 USH 41, LUKE SEBALD, APPLICANT, CALEDONIA TRAILERS LLC, OWNER**

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

**WHEREAS**, Luke Sebald, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±20,761 square-foot commercial building to operate a commercial trailer sales and service business with outdoor display of merchandise for the property located directly south of 6009 USH 41, Parcel ID No. 104-04-22-19-037-000, Village of Caledonia, Racine County, WI; and,

**WHEREAS**, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan for the following reasons:

1. The proposed use is allowed by underlying zoning through the building, site & operation plan review process.
2. The proposed development complies with the approved conditional use permit.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of June, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, Village President

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

**RESOLUTION NO. 2023-54**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT AND UTILIZE A ±42,300 SQUARE-FOOT REFRIGERATED WAREHOUSE BUILDING ADDITION WITH LOADING DOCKS AT 12725 FOUR MILE ROAD, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; CURTIS SCHROEDER, APPLICANT; CENTRAL STORAGE WAREHOUSE, OWNER**

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

**WHEREAS**, Curtis Schroeder, Applicant, requested approval to construct and utilize a ±42,300 square-foot refrigerated warehouse building addition with loading docks at 12725 Four Mile Road, Village of Caledonia, Racine County, WI; and,

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

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of June, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston  
Village President

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

**EXHIBIT A - CONDITIONS**  
**Central Storage Refrigerated Warehouse Industrial 42,300 Square-foot Addition**  
**12725 4 Mile Road**

1. Building Permit. The applicant must obtain a building permit card from the Village after paying all building and zoning fees. This card must be displayed in a prominent location at the project site, and a copy of these conditions must be kept at the project site at all times until the project has been completed.
2. Compliance. Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. Binding Effect. These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
4. Plans. The proposed addition (To construct and utilize a ±42,300 square-foot refrigerated warehouse building with loading docks) shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning Department on April 24, 2023.
5. Stormwater. The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.
6. Fire Department Approval. Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
7. Caledonia Sewer and Water Utility Districts. The property owner or designated agent must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required.
8. Engineering Department. The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
9. Parking. Parking at the site must be in compliance with the submitted plans. All employee and visitor parking must be conducted in the proposed parking lot as outlined on the submitted site plan. Each parking space shall be a minimum of nine feet wide and 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. All parking spaces shall be clearly marked. The driveway and all parking areas must be maintained in an all-weather, dust-controlled condition.

10. Lighting. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.
11. Signage. The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. The Village may require a Master Sign Plan for the entire new business park where this use is locating and signage at the site may, at the Village's option, be required to comply with the Master Sign Plan in accordance with Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Banners, balloons, flashing, or animated signs are prohibited.
12. No Accumulation of Refuse and Debris. Any fence, wall, hedge, yard, space, or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
13. Property Maintenance Required. A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining, and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning, and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust-free condition.
14. Performance Standards. The applicant must comply with the provisions of Title 16, Chapter 10, Section 4 of the Municipal Code, as adopted by the Village of Caledonia and any conditions established by subsequent Conditional Use Approvals.
15. Expiration. This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.
16. Access. The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
17. Compliance with Law. The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
18. Combination of Parcels. The applicant is responsible for combining the parcels located at 12725 4 Mile Road and 4 Mile Road (Parcel ID No. 104-04-22-30-015-230) and have combined property recorded at Racine County Register of Deeds prior to submitting building permit applications.
19. Reimburse Village Costs. Applicant shall reimburse the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning

review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.

20. Site Plan and Title 16 Review. The final site plan and site design and architectural details required under Title 16 of the Village's Code of Ordinances shall be reviewed and approved for compliance by the Village's Planning Department in consultation with the Zoning Administrator and Village Engineer. More specifically, applicant shall comply with the adopted planning-related conditions set forth below.
21. Agreement. Your accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Central Storage and Warehouse, Curtis Schroeder and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
22. Subsequent Owners. It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

**RESOLUTION NO. 2023-55**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT AN ELECTRIC VEHICLE CHARGING STATION AT 13712 NORTHWESTERN AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; DOUGLAS WALKUP, APPLICANT; PILOT TRAVEL CENTERS LLC, OWNER**

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

**WHEREAS**, Douglas Walkup, Applicant, requested approval to construct an electric vehicle charging station at 13712 Northwestern Avenue, Village of Caledonia, Racine County, WI; and,

**WHEREAS**, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan for the following reasons:

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of June, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston  
Village President

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

**RESOLUTION NO. 2023-56**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
AUTHORIZING THE PAYMENT TO THOMAS NURMI FOR AUTO  
LOSS CLAIM INVOLVING THE CALEDONIA POLICE DEPARTMENT**

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

**WHEREAS**, the Village of Caledonia, through a Caledonia Police Department vehicle, was involved in a collision on January 1, 2022;

**WHEREAS**, the driver of the Caledonia Police Department vehicle was unable to stop due to weather after entering an intersection that Thomas Nurmi (the “Claimant”) had already entered, causing damages to the Claimant’s vehicle, and follow up medical treatment;

**WHEREAS**, on March 31, 2022, the Claimant, through his counsel, submitted a Notice of Injury and Circumstances of Claim. See **Exhibit A**, attached hereto;

**WHEREAS**, on March 10, 2023, the Claimant, through his counsel, submitted a Demand for reimbursements for medical expenses totaling \$1,503.11, plus additional compensation for the Claimant’s damaged vehicle, and pain and suffering. See **Exhibit B**, attached hereto;

**WHEREAS**, on May 23, 2023, the Finance Committee recommended that the Village resolve this claim by paying Thomas Nurmi, either personally or through his counsel’s trust account, a total of \$4,500.00 after the execution of a release; and

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board, that the recommendation of the Finance Committee is hereby approved, and such claim shall be resolved by paying Thomas Nurmi, either personally or through his counsel’s trust account, a total of \$4,500.00, after the execution of a release in exchange for the settlement payment of the claim as set forth above.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of June 2023.

**VILLAGE OF CALEDONIA**

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

Thomas Weatherston  
Village President

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

Joslyn Hoeffert  
Village Clerk

EXHIBIT A

NOTICE OF INJURY & CIRCUMSTANCES OF CLAIM  
WIS. STAT. § 893.80 (1d) (a)

TO: VILLAGE OF CALEDONIA  
C/o Joslyn Hoeffert, Village Clerk  
5043 Chester Lane  
Racine, WI 53402

RICHARD D. RAGER  
C/O Village of Caledonia Police Department  
6900 Nicholson Road  
Caledonia, WI 53108

3-31-2022  
2:01  
RD

PLEASE TAKE NOTICE that on January 1, 2022, at about 4:26 pm, Thomas Nurmi of 6401 Spring Street, Mt. Pleasant, WI, suffered personal injuries when he was involved in a motor vehicle accident at the intersection of State Highway G and Frontage Road, Village of Caledonia, Racine County, State of Wisconsin.

PLEASE TAKE FURTHER NOTICE that as a proximate result of said accident, Thomas Nurmi sustained personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

Liability for the injuries is claimed as follows:

The Village of Caledonia and Village of Caledonia Police Department, on account of its liability for the acts of its agent and employee, Richard D. Rager, who was acting within the scope of his employment at the time of said accident.

At said time and place, Richard D. Rager, stopped at the stop sign southbound and proceeded to travel through the intersection when he collided with the vehicle being operated by Thomas Nurmi, who was traveling eastbound on State Highway G with the right of




way.

The said motor vehicle accident was caused by the negligence of the Village of Caledonia, and Village of Caledonia Police Department on account of its employee, Richard D. Rager, for failing to yield to oncoming traffic, failing to keep proper management ad control and failing to properly lookout.

As a proximate result of the above-described negligence, Thomas Nurmi, sustained personal injuries to his back, causing him to incur medical bills and expenses, as well as future expenses, and pain and suffering.

DATED at Milwaukee, Wisconsin this 28<sup>th</sup> day of March, 2022.

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

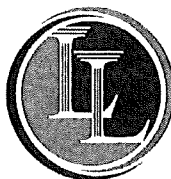
  
DAVID J. BISCHMANN  
SBW#: 1000754  
Attorney for Claimant

**P.O. ADDRESS:**

648 North Plankinton Avenue  
Suite 418  
Milwaukee, WI 53203  
PH: (414) 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Lindner Law LLC, on behalf of the claimant, Thomas Nurmi, at 648 North Plankinton Avenue, Suite 418, Milwaukee, WI 53203 Ph. (414) 271-5300.

EXHIBIT B



LINDNER LAW

LLC

lindnerlawllc.com

Attorneys:

David J. Bischmann  
Miles G. Lindner  
Laura A. Lindner\*  
\*Licensed In IL

Of Counsel:

Charles Hausmann  
John F. McNally\*  
\*Licensed In ND

Milwaukee

ASQ Center  
648 N. Plankinton Ave.  
Suite 418  
Milwaukee, WI 53203  
414-271-5300  
414-271-7760 Fax

Appleton

4650 W. Spencer St.  
Appleton, WI 54914  
920-882-4860

Statewide

1-866-400-0090

March 10, 2023

Via email: [kkasper@caledonia-wi.gov](mailto:kkasper@caledonia-wi.gov)

Ms. Kathy Kasper  
Village of Caledonia

Re:	Our Client:	Thomas Nurmi
	At Fault:	Caledonia Police Department
	Your Claim #:	Unknown
	Date of Accident:	01/01/2022

Dear Ms. Kasper,

On behalf of our client, Mr. Nurmi, I am writing to resolve the above-referenced matter. The following is a summary of the incident, Mr. Nurmi's injuries, treatment, losses, and special damages.

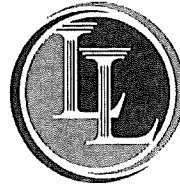
**THE INCIDENT**

Mr. Nurmi was a belted driver traveling eastbound on County Highway G approaching the intersection of East Frontage Road in Caledonia, Wisconsin. As he was doing so he was struck by Officer Richard Rager with the Caledonia Police Department who was traveling southbound on East Frontage Road. Officer Rager did not see Mr. Nurmi while he was stopped at the stop sign and began to enter the intersection, as he did so he then saw Mr. Nurmi and was unable to stop in time, striking Mr. Nurmi's vehicle (**see Officer Rager's Traffic Crash Report Statement**). The impact caused both vehicles to spin out of control and Mr. Nurmi's vehicle sustained significant damage (**see attached scene & vehicle damage photographs**).

**INJURIES & TREATMENT**

Mr. Nurmi suffered the following symptoms, injuries, and diagnoses:

- Neck pain on left side
- Acute left-sided low back pain without sciatica
- Left calf/leg pain
- Left scapula pain
- Stiffness and weakness on neck, low back and left scapula
- Sprain of ligaments of cervical spine
- Strain of muscle, fascia, and tendon at neck level
- Sprain of ligaments of lumbar spine
- Strain of muscle, fascia, and tendon of lower back
- Sprain of left rotator cuff capsule
- Thoracic dorsopathies
- Spinal enthesopathy, lumbar region.



LINDNER LAW

LLC

lindnerlawllc.com

Attorneys:

David J. Bischmann

Miles G. Lindner

Laura A. Lindner\*

\*Licensed in IL

Of Counsel:

Charles Hausmann

John F. McNally\*

\*Licensed in ND

March 10, 2023

Via email: [kkasper@caledonia-wi.gov](mailto:kkasper@caledonia-wi.gov)

Milwaukee

ASQ Center

648 N. Plankinton Ave.

Suite 418

Milwaukee, WI 53203

414-271-5300

414-271-7760 Fax

Ms. Kathy Kasper  
Village of Caledonia

Re:	Our Client:	Thomas Nurmi
	At Fault:	Caledonia Police Department
	Your Claim #:	Unknown
	Date of Accident:	01/01/2022

Appleton

4650 W. Spencer St.

Appleton, WI 54914

920-882-4860

Dear Ms. Kasper,

Enclosed please find the following medicals/specials concerning our client for the above-entitled matter:

Statewide

1-866-400-0090

1. Records and bills from Ascension All Saints in the amount of \$253.00;
2. Records and bills from Layton Avenue Injury Center in the amount of \$295.00;
3. Records and bills from Caledonia Chiropractic Clinic in the amount of \$220.00;
4. Travel reimbursement in the amount of \$87.11; and
5. Wage loss in the amount of \$648.00.

**Medicals and Specials: \$1,503.11**

Please be advised that these are the final medical/specials regarding the above matter. Please contact me at Ph. 414-271-5300 upon receipt of this letter to discuss settlement.

Very truly yours,

*s/Miles G. Lindner*

Miles G. Lindner  
Attorney at Law

MGL/ar  
Enclosures  
cc: Thomas Nurmi

As explained below, an injured plaintiff in Wisconsin is entitled to recover the **reasonable value of medical services**, not the amount paid by subrogated parties, and the actual amount billed by medical providers is **presumed by law to be reasonable and necessary**.

1. **Wisconsin Collateral Source Rule**

Under the collateral source rule a plaintiff's recovery cannot be reduced by payments or benefits from other sources. Koffman v. Leichtfuss, 2001 WI 111, ¶ 29. In the context of medical expense damages, the collateral source rule allows the plaintiff to seek recovery of the reasonable value of medical services without consideration of gratuitous medical services rendered or payments made by outside sources on the plaintiff's behalf, including insurance payments. *Id.* Where the plaintiff's health care providers settle the plaintiff's medical bills with the plaintiff's insurers at reduced rates, the collateral source rule dictates that the defendant-tortfeasor not receive the benefit of the written-off amounts. The benefit of the reduced payments inures solely to the plaintiff. *Id.*, ¶ 30.

2. **Amount Charged Is Presumed Reasonable and Necessary**

Wisconsin Stat. § 908.03(6m)(bm) provides as follows:

*Presumption.* Billing statements or invoices that are patient health care records are presumed to state the reasonable value of the health care services provided and the health care services provided are presumed to be reasonable and necessary to the care of the patient. Any party attempting to rebut the presumption of the reasonable value of the health care services provided may not present evidence of payments made or benefits conferred by collateral sources.

As the statute clearly states, evidence of payments made by health insurance companies or Medicare/Medicaid is not even admissible under Wisconsin law.

In order to overcome the presumption of reasonableness, a defendant insurance company disputing any medical bill is required to hire an expert to opine that the bill charged by a particular provider is not reasonable compared to the market rates. Likewise, in order to overcome the presumption that the bills claimed by the plaintiff were necessarily incurred as a result of the accident, the defendant insurance company would have to hire a physician to opine that the bills were incurred for treatment that was unrelated to the injuries suffered in the accident.

**RESOLUTION NO. 2023-57**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
AUTHORIZING THE PAYMENT TO MICHAEL STRASSER FOR A CLAIM SUBMITTED TO  
THE VILLAGE ON APRIL 7, 2023**

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

**WHEREAS**, the Village of Caledonia, through the Caledonia Police Department, damaged a door while entering the residence for a wellness check at a residence located at 3202 Elderberry Rd, Racine, WI 53402, on October 16, 2022;

**WHEREAS**, Mr. Strasser’s door was damaged by Officers using breaching tools;

**WHEREAS**, Mr. Strasser submitted a Citizen Claim and Damage Form (the “Claim”) on April 7, 2023, for repairs of the damages that totaled \$2,203.57. The Claim is attached hereto as **Exhibit A**;

**WHEREAS**, on May 23, 2023, the Finance Committee recommended that the Village resolve this Claim by paying a total of \$2,203.57 after obtaining a release of claims associated with Mr. Strasser’s Claim; and

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board, that the recommendation of the Finance Committee is hereby approved, and such claim shall be resolved by paying Michael Strasser a total of \$2,203.57 upon the execution of a release in exchange for the settlement payment of the claim as set forth above.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of June 2023.

**VILLAGE OF CALEDONIA**

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

Thomas Weatherston  
Village President

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

Joslyn Hoeffert  
Village Clerk

EXHIBIT A



Citizen Claim and Damage Form

NOTICE OF CLAIM

Name: Mike Strasser
Address: 3202 Elderberry Rd
Racine, WI 53402
Phone: 262-758-7416

Incident/Accident Information
Date: 10-16-2022
Time:
Place: Home - 3202 Elderberry Rd
Racine

CIRCUMSTANCES OF CLAIM

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

See attached pages

Signed: [Signature]

Date: 4/7/23

\*\*\*\*\*

CLAIM

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

The undersigned hereby makes a claim against the City/Village of arising out of the circumstances described above in the amount of \$ 2203.57

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

Signed: [Signature]
Address: 3202 Elderberry Rd
Racine WI 53402

Date: 4/7/23

The neighbor reported a woman yelling for help . The police looked up the record and determined it could be an elderly woman and made the decision to do a wellness check and break in the door, damaging the door and frame. Nobody (residents nor pets) was home at the time and no TV or electronics were on. It appears that homeowner records have not been updated in many years as I have been living in my home since 10/29/2015 and have had no elderly residents in those 7 years.



# Caledonia Police Department (CAPD)

# Incident Report

Date: 10/16/2022

CFS Code-1: 9031

Incident Report Number: 22-016065

22-016065

Incident: Informational Report Only

Incident Report Number: 22-016065	Between: Date - Time	And/At: Date-Time 10/16/22	05:27
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Incident Location: 3202 Elderberry Rd, Racine, WI, 53402

CFS Code-1: 9031	CFS Code-2:	CFS Code-3:	CFS Code-4:
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CFS Code-5:	CFS Code-6:	CFS Code-7:	CFS Code-8:
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COM	Name (Last, First, Middle) Christensen CAPD, Daniel OFFICER	DOB:	Race/Sex W/M
-----	--	------	-----------------

Address: (Address, City, State, Zip) 6900 Nicholson Rd, PD, Caledonia, WI, 53108	Home Phone Number (262) 835-4423
---	-------------------------------------

Employer	Work Phone Number
----------	-------------------

Employer Address	Cell Phone Number
------------------	-------------------

Name (Last, First, Middle)	DOB:	Race/Sex
----------------------------	------	----------

Address: (Address, City, State, Zip)	Home Phone Number
--------------------------------------	-------------------

Employer	Work Phone Number
----------	-------------------

Employer Address	Cell Phone Number
------------------	-------------------

### SUMMARY

Officers responded to the above location for the report of a women screaming for help inside the residence. Upon arrival officers were unable to make contact, and dispatch advised the last known resident was an 81 year old women. I observed a vehicle in the garage, and the doors locked. Officers knocked on every window, and every door multiple times, with no answer. The decision to forcibly enter the residence was made. While making entry to the back door, it was damaged. Officers checked the residence for people and no one was home. Photographs of the damage taken.

BWC.

Ofc. Christensen #2525

Vehicle Information: (Year, Make, Model, Style, Color)
--

License Number:	State:	Expiration Year:	Vin:	Insurance Company:
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Other Vehicle Information:	NCIC#
----------------------------	-------

Reporting Officer(s): Christensen, Daniel W.	Payroll Number:	Payroll Number:	Report Date: 10/16/2022
---	-----------------	-----------------	----------------------------

Time Received:	Time Cleared: 06:41:17	Unit(s) Assigned: 206, 209, 216, 205	1 of 5
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Reviewed by: Gardiner, James A.	Payroll Number 3036	Copy To
------------------------------------	------------------------	---------



# Caledonia Police Department (CAPD)

# Continuation

Incident Report Number  
22-016065

Incident Location:  
3202 Elderberry Rd, Racine, WI, 53402

Incident Date:  
10/16/2022

Reporting Officer(s):  
Christensen, Daniel W.

Payroll Number:  
2525

Pages:  
2 Of 5

Incident Report Number

22-016065

Incident Location:

3202 Elderberry Rd, Racine, WI, 53402

Incident Date:

10/16/2022

**NAMES****Anonymous Complainant**11  
:**Mentioned-1**

Strasser, Michael Jason W/M-30 of 3202 Elderberry Rd, Racine, WI, 53402

DOB: 01/07/1992

HT: 511 WT: 190 Hair: Brown

Eyes: Brown

Phone 1: (262) 758-7416

**Mentioned-2**

Ziolkowski, Joan S W/F-81 of 3202 Elderberry Rd; CA, Racine, WI, 53402

DOB: 10/05/1941

HT: 502 WT: 162 Hair: Brown

Eyes: Green

Phone 1: (414) 639-2953

**Mentioned-3**

Caledonia Fire And Rescue of 6900 Nicholson Rd; CA, Caledonia, WI, 53108

Phone 1: (262) 835-4423

**Law Enforcement Personnel-1**

Gelden CAPD, Andrew OFFICER U/M of 6900 Nicholson Rd, PD, Caledonia, WI, 53108

Phone 1: (262) 835-4423 Phone 2: (262) 835-4799

**Law Enforcement Personnel-2**

Lyle CAPD, Robert SERGEANT U/M of 6900 Nicholson Rd, PD, Caledonia, WI, 53108

Reporting Officer(s):

Christensen, Daniel W.

Payroll Number :

2525

Pages:

3 Of 5

**Caledonia Police Department (CAPD)****Continuation**Incident Report Number  
22-016065Incident Location:  
3202 Elderberry Rd, Racine, WI, 53402Incident Date:  
10/16/2022

Phone 1: (262) 835-4423      Phone 2: (262) 835-4799

**Law Enforcement Personnel-3**

Sherifi CAPD, Austin OFFICER U/ of 6900 Nicholson Rd, PD, Caledonia, WI, 53108

=====
  
**PROPERTY LIST**

Item#	Type	Reason
22-001131 - 1	Article	Destroy/Vandalized
<b>Description:</b>	Back door to 3202 Elderberry Rd.	
<b>Quan/Value:</b>	1.000 / \$500.00	

Body Worn Camera Used

**NARRATIVE****Dispatched**

On October 16, 2022 at approximately 05:27 hours I, Officer Christensen 2525, was working for the Caledonia Police Department in full uniform operating marked squad 209. I was dispatched to 3203 Elderberry Road, in the Village of Caledonia, for a welfare check. Complainant advised I could hear a female yelling for help from inside the residence. While enroute dispatch advised the last contact at the residence was to an 81 year old female.

**Observations**

Upon arrival I observed the doors to be locked. I began to bang on the doors and all the windows. I observed lights on in multiple rooms of the residence, and a blanket blocking the front door. I observed a red smaller four door car in the garage but I couldn't see the license plate.

Officer Sherifi arrived on scene and we again banged on all the windows and doors, asking if anyone could hear us. Sergeant Lyle arrived on scene, and I explained what officers had done. Sgt. Lyle requested dispatch contact the complainant again to see if they would speak with officers regarding

Reporting Officer(s):  
Christensen, Daniel W.Payroll Number:  
2525Pages:  
4 of 5

Incident Report Number  
22-016065Incident Location:  
3202 Elderberry Rd, Racine, WI, 53402Incident Date:  
10/16/2022

what heard. Dispatch advised would not be stepping out to speak with officers, just wanted the resident checked on. Officers again knocked and yelled at every door and window, trying to make contact with anyone inside.

### Known Information

Officers known information at the time. Female yelling for help inside the residence, 81 year old female last known contact, lights on in multiple rooms, blanket on the floor in front of the front door, vehicle in the garage, and no answer while officers attempted to make contact. This led to the decision to force entry into the residence.

### Actions Taken

Officer Sherifi and I used breaching tools on the back door. We made entry into the residence and searched the home for anyone. The entire residence was checked and no one was inside. I took photographs of the damage to the back door. Officers attempted to contact the owner of the residence, Michael J. Strasser, via phone multiple times without any luck. I left a door hanger on the back door with the case number, and the reason for the call. I attempted to secure the residence the best I could before leaving the scene. Officers were informed to do extra attentions at the residence until the owner was formally notified and secured the door.

### Further Information

Sgt. Lyle spoke with dispatch, who advised him the complainant did not want to get involved because the people in the house called about scare. Ofc. Golden spoke to the complainant later in the morning, and advised him heard one yell for help while was standing at the side door to residence. Complainant also advised was not sure if it came from 3202 Elderberry Rd.

Audio/Video Available

Officer Christensen #2525

**Caledonia Police Department (CAPD)****Supplemental Report**

Incident Report Number: 22-016065	Incident Location: 3202 Elderberry Rd, Racine, WI, 53402	Incident Date: 10/16/2022	
New Incident:	Original CFS Code - 1:	New CFS Code - 1 :	New CFS Code - 2:

**NARRATIVE**

On 10.16.2022 at 0527 I, Sergeant Lyle, responded to 3202 Elderberry Rd for a welfare check. I was in full uniform and marked squad 205. I had my body-worn camera activated.

**INITIAL REPORT**

Dispatch received a call from a neighbor of this residence. The neighbor reported that had stepped outside and while outside, heard a female yell for help inside the residence. The complainant, who wanted to remain refused, reported that an 81-year old female resided at the residence.

Dispatch confirmed that the info they had on file was also that an 81-year old female resided at the residence. Officer Sherifi and Officer Christenen had been on scene for approximately 6 minutes prior to my arrival. During this time, they had been attempting continuous contact at the residence as well as trying to gain a visual inside the residence.

**ON SCENE ACTIONS**

When I arrived, the briefing that I got from officers was that they had been unsuccessful in making contact with anyone at the residence. Officer Christensen confirmed there was a red vehicle still in the garage but he couldn't read the license plate.

I had dispatch attempt phone contact inside the residence which was unsuccessful.

Next, I had dispatch reach out to the original complainant so we could try to gather more information. Dispatch advised that the complainant demanded to remain anonymous and uninvolved, and would not reveal their name or address. Dispatch was not able to ascertain this information from the caller's phone number.

My own observations of the residence's exterior and from what I could see through the windows what that it very much was consistent with an elderly person's residence. There appeared to be a large blanket sort of clumped in front of the front door, which I was able to see from a small

Reporting Officer(s): Lyle, Robert A.	Payroll Number : 5400	Report Date: 10/16/2022
Reviewed by: Gardiner, James A.	Payroll Number : 3036	Copy To: Page: 1 Of 3

Incident Report Number

22-016065

Incident Location:

3202 Elderberry Rd, Racine, WI, 53402

Incident Date:

10/16/2022

opening at the rear of the house, looking toward the front. This was unusual to me, and made me suspect that maybe an elderly person had been walking through the house with the blanket on and could've fallen near the front door. This would make it plausible that a nearby neighbor could hear calling for help from the front of the house. There were lights on in multiple areas of the home, and all indications to me were that someone was inside the residence. I also made several sustained, loud attempts to contact anyone inside the residence to no avail.

#### FORCED ENTRY

Based on my training & experience, I know that it is very common for medical emergencies involving elderly persons to occur at this hour of the morning. Dispatch corroborated the descriptors

I made the decision to force entry to the residence, expecting to find an elderly female in distress. We had exhausted all other avenues at this point to dispel the information given from the complainant, and I felt that continuing to wait would be detrimental if someone truly needed rescue or life-saving measures inside.

Dispatch was advised to send rescue to our location so they would be on standby and immediately available to treat any patient inside. A halligan tool was used to pry the side entry door open, which caused damage to the wood door and frame. Officer Sherifi, Christensen and I then entered the home after multiple loud announcements. A sweep of the residence was conducted and no one was located inside. I located a pile of US mail in the kitchen. All of the mail was listing to a person named Michael J Strasser. With this information, we exited the residence and Officer Christensen secured the door the best he could.

#### DISPOSITION

Dispatch made several more attempts to contact the complainant, who remained defiant in "not getting involved." Dispatch was able to find a phone number in-house for Strasser which no one answered. I noted that Strasser was involved in a crash in Waukesha back in Feb 2022. Dispatch contacted them and verified that the phone number we were trying for him was correct. A voice mail was left for him, as well as a door hanger to contact our department.

I located additional contact information in-house that correlates Strasser with relatives in Waterford,

Reporting Officer(s):

Lyle, Robert A.

Payroll Number:

5400

Pages:

2 of 3

**Caledonia Police Department (CAPD)****Continuation**

Incident Report Number

22-016065

Incident Location:

3202 Elderberry Rd, Racine, WI, 53402

Incident Date:

10/16/2022

WI. I attempted contact at what appears to be a home phone number and left them contact and case number information for this incident, that we were trying to get in contact with Strasser.

Lastly, back at the PD, I performed a TLO search of the complainant's phone number. I was able to match it with a person named

. I advised Sergeant Gardiner to send an officer to that address to speak with .

Nothing further.

SGT LYLE #5400

Reporting Officer(s):

Lyle, Robert A.

Payroll Number:

5400

Pages:

3 of 3

# Caledonia Police Department (CAPD)

# Supplemental Report

Incident Report Number: 22-016065	Incident Location: 3202 Elderberry Rd, Racine, WI, 53402	Incident Date: 10/16/2022
New Incident:	Original CFS Code - 1:	New CFS Code - 1 : New CFS Code - 2:

**NARRATIVE**

On 10-16-22, I Officer Gelden, wearing full uniform and operating marked Caledonia squad 206 was given follow up to complete on this welfare check that 3rd shift conducted. I was advised to make contact with \_\_\_\_\_ and get a better statement of what \_\_\_\_\_ had heard.

I was able to make contact with \_\_\_\_\_ When asked what had heard last night, \_\_\_\_\_ stated that \_\_\_\_\_ woke up to use the bathroom. After that, \_\_\_\_\_ went to \_\_\_\_\_ back door on the east side of \_\_\_\_\_ residence. While \_\_\_\_\_ was there, \_\_\_\_\_ heard one loud shout for "HELP". When asked where it came from, \_\_\_\_\_ stated \_\_\_\_\_ believed it came from the neighbors house across the road at 3202 Elderberry. I asked if \_\_\_\_\_ was certain it came from there and \_\_\_\_\_ stated \_\_\_\_\_ was not, \_\_\_\_\_ just believed it came from that direction. I asked if \_\_\_\_\_ heard anything after the shout for help and \_\_\_\_\_ stated \_\_\_\_\_ did not. After hearing the shout for help, \_\_\_\_\_ locked all of her doors and went back into the bedroom. \_\_\_\_\_ did not have anything further to add about the incident.

BWC activated.  
Nothing further  
Officer Gelden 3300

Reporting Officer(s): Gelden, Andrew R.	Payroll Number : 3300	Report Date: 10/16/2022
Reviewed by: Gardiner, James A.	Payroll Number : 3036	Copy To: Page: 1 Of 1



**Caledonia Police Department (CAPD)****Supplemental Report**

Incident Report Number: 22-016065	Incident Location: 3202 Elderberry Rd, Racine, WI, 53402	Incident Date: 10/16/2022
New Incident:	Original CFS Code - 1: 9031	New CFS Code - 1 : New CFS Code - 2:

**NAMES****Mentioned-1**

Strasser, Janet M W/F-57 of 29733 Fern Rd, Waterford, 53183  
 DOB: 07/24/1965  
  
 Phone 1: (262) 758-0852

**Mentioned-2**

Strasser, Michael Jason W/M-30 of 3202 Elderberry Rd, Racine, WI, 53402  
 DOB: 01/07/1992  
 HT: 511 WT: 190 Hair: Brown  
 Eyes: Brown  
  
 Phone 1: (262) 758-7416

=====

**NARRATIVE**

On Sunday, 10/16/2022, at about 4:00 pm, I, Sgt Rick Rager, received a telephone call on the shift commander phone from a person who identified herself as JANET STRASSER, MICHAEL STRASSER's mother. She said her son owns the house at 3202 Elderberry Rd, Village of Caledonia. She said she received several voicemail messages in regards to her son's house.

JANET said MICHAEL is currently out of town and they are watching his dog. JANET questioned why officers were inside her son's house and if the house was secure. I drove to 3202 Elderberry Ln. I inspected the breached door. The door was not able to be secured without 2x4s or other building materials.

I read through the case report and called JANET. I explained the circumstances and 3rd shift intentions. Third shift believed there would be an elderly female living alone at the house and there was possibly a medical emergency occurring. JANET understood. She said her husband would be going to the house in the evening to attempt to repair the door.

MICHAEL STRASSER

Reporting Officer(s): Rager, Richard D.	Payroll Number : 7230	Report Date: 10/16/2022
Reviewed by: Spiczenski, Jarrod S.	Payroll Number : 7930	Copy To: Page: 1 of 2

**Caledonia Police Department (CAPD)****Continuation**

Incident Report Number

22-016065

Incident Location:

3202 Elderberry Rd, Racine, WI, 53402

Incident Date:

10/16/2022

At about 4:30 pm, dispatch requested I call MICHAEL STRASSER at 262/758-7416. I called MICHAEL. He and I spoke about 3rd shift's call for service and the reason why his door was breached. MICHAEL understood. He questioned who would be paying for the door. I advised him to contact the Village of Caledonia on Monday, 10/17/2022.

**EMAIL**

I sent an email to CAPD supervisors requesting their shifts continue to monitor the residence of 3202 Elderberry Rd.

Nothing Further,

Sgt Rick Rager 7230

Reporting Officer(s):

Rager, Richard D.

Payroll Number:

7230

Pages:

2 Of 2

**Caledonia Police Department (CAPD)****Supplemental Report**

Incident Report Number: 22-016065	Incident Location: 3202 Elderberry Rd, Racine, WI, 53402	Incident Date: 10/16/2022
New Incident:	Original CFS Code - 1: 9031	New CFS Code -1 : New CFS Code - 2:

**NARRATIVE****Response**

On 10-16-2022, I, Officer Sherifi was assigned marked squad car 216 and in full Caledonia Police uniform. At approximately 05:30 am I was dispatched as a cover squad to a welfare check at 3202 Elderberry Rd., in the Village of Caledonia for a report of a woman that screamed help inside the residence.

**Arrival**

Upon arrival I observed the home with the lights on and a car in the garage. Officer Christensen was knocking at the door. Records check indicated that the last person known to live at the residence was an elderly female. Officer Christensen and I continued to knock on the front and side door, as well as windows all around the house. SGT Lyle then arrived. No one answered the door or responded to us.

**Entry to Location**

Due to the lights being on, a vehicle in the garage, and a report of a female that screamed help inside the residence, SGT Lyle, Officer Christensen, and myself felt it was necessary to make entry to the home due to the possibility of someone inside being injured or in need of assistance. Officer Christensen used a Halligan tool on the side door while i assisted him with a sledgehammer. We made entry to the home and cleared the residence; no one was home. Officer Christensen attempted to resecure the door using the door lock and screws. SGT Lyle attempted to recontact the complaintant.

See Officer Christensen and SGT Lyle's reports for more information.

Body Worn Camera  
OFC Sherifi 2203

Reporting Officer(s): Sherifi, Austin M.	Payroll Number : 2203	Report Date: 10/17/2022
Reviewed by: Trongeau, Michael W.	Payroll Number : 8650	Copy To: Page: 1 Of 1

# Crowe Construction

3530 Wood Rd. Racine, WI 53406

Home #- 262-598-1050 Mobile #- 262-498-6620

---

8-Mar-23

To:

**Mike Strasser**

3202 Elderberry Rd.  
Racine, WI 53402

Job Name - Strasser - Rear door replacment

3202 Elderberry Rd.  
Racine, WI

---

## Job Description :

Removed original storm door to access old exterior door to be replaced.

Removed original 32" x 80" steel door with window with interior trim.

Installed New 32" x 80" white steel door with window and replaced original trim.

Re-installed original storm door with out major dammage to door or frame.

Material - New white 32" x 80" Stanly Steel door with window	\$	620.93
New door handle with deadbolt lock	\$	78.64
Labor - 12 hours	\$	<u>1,500.00</u>

**TOTAL -**                      **\$ 2,199.57**

## DESCRIPTION

QTY

**ProVia Entry Door**

1

Furnish and Install New Construction Entry Door by Provia

## DETAILS

Legacy Single Entry Door in FrameSaver Frame Right Hand Inswing - Inside Looking Out

4 Panel 420 Style 20-Gauge Smooth Steel Door ComforTech DLA

Tudor Brown Inside / Snow Mist White Outside Hardware

All Hardware in Satin Nickel Finish

Georgian Lockset (2 3/8" Backset)

Thumbturn Deadbolt (2 3/8" Backset)

Frame

Textured Sterling Gray Aluminum Frame Cladding - In Separate Box

Tudor Brown Inside Frame

Mill Finish ZAC Auto-Adjusting Threshold

Satin Nickel Ball Bearing Hinges

Installation Kit with Composite Shims

Security Plate

Poplar Modern 2 1/2" Casing - Tudor Brown

**Discount**

1

20% discount ends oct 31

**Cash Discount**

1

Qualifying Payment Type(s): Cash or Check = 5% Discount

**Efficiency Discount**

1

5% Discount to Move Forward Same Day as Initial Appointment

TOTAL

**\$5,891.84**

Accepted By

Accepted Date

W/D: Lead Time 12-28weeks (due to Covid delay)  
 Roofing Lead Times- (3-6weeks)  
 Siding- 18-45 weeks (covid delays)

Signature: \_\_\_\_\_



Customer: STRASSER Phone: \_\_\_\_\_  
Customer: \_\_\_\_\_ Ph: \_\_\_\_\_  
Email: \_\_\_\_\_ Pho: \_\_\_\_\_  
Install Address: \_\_\_\_\_

Total Investment: \$7315 Expires: 1.9.23

Specifications

- PROVIA DOOR -  
32x80
  - HERITAGE SMOOTH FIBERGLASS DOOR (STYLE 101)
  - COLOR - TUDOR BROWN (INSIDE)  
SANDPAPER BEIGE (OUTSIDE)
  
- PROVIA STORM DOOR -  
32x80
  - DELUXE 393 CROSSBUCK CF-STRIKING
  - COLOR - CAFE' CREAM
  
- REPLACING OLD DOOR REBUILDING AND INSULATING NEW FRAME
  
- 10 YEAR WARRANTY ON FINISH
  
- LIFETIME WARRANTY ON DOOR STRUCTURE
  
- TAXES / PERMITS / RUBBISH REMOVAL

TightSeal Consultant:

PAUL LOVREU

Date: 12/9/22

**RESOLUTION NO. 2023-58**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
AUTHORIZING THE PAYMENT TO MATT MONTEMURRO FOR A CLAIM SUBMITTED TO  
THE VILLAGE ON MAY 15, 2023**

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

**WHEREAS**, the Village of Caledonia, through the contractor The Reesman Company, was installing new water services along Valley Forge Street, which included a connection to Matt Montemurro’s private service located at 3210 Valley Forge St, Racine, WI 53404 located within the Village of Caledonia;

**WHEREAS**, Mr. Montemurro’s shower mixer valve broke at the time of said installation, which resulted in flooding in his basement and damage to his drywall;

**WHEREAS**, Mr. Montemurro submitted invoices for repairs of the damages that totaled \$956.50, and said invoices are attached hereto as **Exhibit A**;

**WHEREAS**, The Reesman Company has agreed, in writing, to pay for 50% of the repairs to Mr. Montemurro’s claimed amount by reducing its contracted amount with the Village at the end project by \$478.25;

**WHEREAS**, Mr. Montemurro submitted the invoices to the Village on May 15, 2023, and the Village views the invoices as a claim under Wis. Stat. § 893.80;

**WHEREAS**, on May 23, 2023, the Finance Committee recommended that the Village resolve this claim by paying Matt Montemurro a total of \$956.50 after obtaining a release of claims associated with Mr. Montemurro’s claim; and

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board, that the recommendation of the Finance Committee is hereby approved, and such claim shall be resolved by paying Matt Montemurro a total of \$956.50 upon the execution of a release in exchange for the settlement payment of the claim as set forth above.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of June 2023.

**VILLAGE OF CALEDONIA**

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

Thomas Weatherston  
Village President

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

Joslyn Hoeffert  
Village Clerk

# Bagley's INSTALLATIONS UNLIMITED

EXHIBIT A

Date 5-15-23

Store Name MATT MONTEMURRO

Phone ( )

Address 3210 Valley Forge ST City RACINE

State WI Zip 53404

Job Site

Phone (262) 989-1477

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

TYPE	DESCRIPTION (type & amount used: yards, feet, etc.)	COST/PER	TOTAL
Ceramic Tile			
Vinyl			
Wood			
Carpet			
VCT Tile			
Repairs			
Underlayment			
	DRYWALL Repair in closet wall and in hall bathroom wall.		
	Furnish labor and materials for wall repair		
NOTES		EXTRAS	AMOUNT
<p>* MIN CHARGE *</p> <p style="font-size: 2em; border: 2px solid black; border-radius: 50%; padding: 10px; display: inline-block; margin-top: 20px;">           PD in Full            5-15-23            KRB         </p>		Take-Up	
		Floor Prep	
		Appliances	
		Toilet	
		Base/Trim	
		Trip Charge	
		Vinyl Base	
		Furniture	
		Metals	
		<b>TOTAL</b>	



# INVOICE

Matt Montemurro  
Attention: Matt Montemurro  
3210 Valley Forge St  
RACINE WI 53404  
USA

Invoice Date  
Apr 14, 2023

Feiner Plumbing  
524 Villa St  
RACINE, WI 53403

Invoice Number  
INV-0462

Reference  
44028 - MONTEMURRO

Description	Tax	Amount USD
04-12-2023		
FIND & REPAIR LEAKING (IN WALL) COPPER PIPING SERVING BATHROOM	Tax Exempt	661.50
WALL OPENINGS BY FEINER, WALL REPAIR BY OTHERS		
	Subtotal	661.50
	TOTAL USD	661.50

Due Date: May 14, 2023  
Thank you for your Business...

# PAYMENT ADVICE

To: Feiner Plumbing  
524 Villa St  
RACINE, WI 53403

Customer	Matt Montemurro
Invoice Number	INV-0462
Amount Due	661.50
Due Date	May 14, 2023
Amount Enclosed	<u>661.50</u>

Enter the amount you are paying above

MATT J. MONTEMURRO  
PATRICIA S. MONTEMURRO  
3210 VALLEY FORGE ST.  
RACINE, WI 53404-1316

4-24-23

Date



Pay to the Order of Feiner Plumbing

\$ 661.50

Six Hundred Sixty One + 50/100

Dollars



Photo Safe Deposit

JOHNSON BANK [johnsonbank.com](http://johnsonbank.com)

For INV-0462 REF 44028-MONTEMURRO









**RESOLUTION NO. 2023-59**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
REQUESTING LEGISLATIVE ACTION TO CHANGE THE ALLOCATION OF RESERVE  
“CLASS B” LIQUOR LICENSES WITHIN THE STATE OF WISCONSIN**

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

**WHEREAS**, the State of Wisconsin has a law in effect limiting the number of Reserve “Class B” Liquor Licenses that may be issued by local municipalities (*See* §125.51(4), Wis. Stat.); and

**WHEREAS**, under state law, a municipality may arrange for a transfer of a Reserve “Class B” Liquor License from a municipality that is contiguous with, or is located within two miles of, the requesting municipality, with a statutorily required issuance fee, typically the payment of at least \$10,000.00, to the transferring municipality for the transferred license (*See* §§125.51(3)(e)(4) and (4)(e), Wis. Stat.); and

**WHEREAS**, municipalities in the State of Wisconsin desire to increase their tax base through development and growth of businesses and provisions that hamper these efforts are detrimental to not only the municipalities but also the residents and taxpayers; and

**WHEREAS**, it is our belief that the two provisions above are unnecessarily limiting and prevent new businesses from establishing and growing in our municipality; and

**WHEREAS**, municipalities of Racine, Walworth and Kenosha Counties have been asked to support a change in these laws;

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Caledonia respectfully requests the State of Wisconsin to allow municipalities to request a transfer of a Reserve “Class B” liquor license throughout an entire county rather than being limited to a 2-mile contiguous radius.

**BE IT FURTHER RESOLVED** by the Caledonia Village Board, that the Village President is directed to transmit a copy of this Resolution to the Governor of the State of Wisconsin and the Racine County’s State legislative delegation.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of June 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston  
Village President

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

I write to you on behalf of the Village of Caledonia to express our strong support for amending the allocation of Reserve "Class B" liquor licenses within the state of Wisconsin. We kindly request your consideration and assistance in addressing this matter.

As the Village President of Caledonia, I fully endorse the proposal to allow municipalities to request transfers of Reserve "Class B" liquor licenses throughout an entire county rather than being limited to a two-mile contiguous radius. The limitations imposed by §125.51(4) of the Wisconsin Statutes hinder the growth and development of businesses in our municipality and throughout the state.

We echo the concerns raised by Mayor Jeannie Hefty of the City of Burlington, who eloquently highlighted the challenges municipalities face when multiple qualified applicants vying for a limited number of liquor licenses. This scenario often forces municipalities to make difficult choices between deserving businesses, impeding economic progress and growth.

By expanding the transfer radius to encompass an entire county, municipalities would gain the necessary flexibility to support the establishment and growth of businesses more effectively. This amendment would foster economic development, create opportunities for entrepreneurs, and contribute to vibrant communities throughout Wisconsin.

We respectfully request your assistance in advocating for this change. We urge you to work with the appropriate legislative bodies to amend the current laws governing Reserve "Class B" liquor licenses. This adjustment would unlock the potential for increased economic growth, job creation, and overall prosperity in our State and County.

Attached to this letter is a copy of the resolution passed by the Village Board of the Village of Caledonia, which provides more detailed insights into our position. We kindly ask that you review this resolution and consider our request for legislative action to address the current limitations.

Thank you for your attention to this matter, and we genuinely appreciate your dedication to promoting the welfare and prosperity of Wisconsin. We can overcome these challenges and create an environment that fosters sustainable growth and success.

Respectfully,

Thomas Weatherston  
Village President  
Village of Caledonia  
Racine County, Wisconsin

Attachments: Copy of Resolution [Resolution No. 2023-59]

**RESOLUTION NO. 2023-60**

**RESOLUTION AUTHORIZING THE VILLAGE OF  
CALEDONIA TO ACCEPT A GRANT FROM THE GEIGER FAMILY  
FOUNDATION TO BE USED TOWARDS THE PURCHASE OF  
FITNESS EQUIPMENT FOR THE PUBLIC SAFETY BUILDING**

**WHEREAS**, the Village of Caledonia is constructing a new Public Safety Building which contains a fitness center to help maintain and/or improve the health and wellness of public safety personnel; and

**WHEREAS**, Village staff was encouraged to find alternate funding sources for the fitness equipment for the fitness center equipment; and

**WHEREAS**, the Police Department applied for a grant with the Geiger Family Foundation for \$25,000 to be used for the purchase of fitness equipment; and

**WHEREAS**, the Geiger Family Foundation has granted \$25,000 to be used for the purchase of fitness equipment; and

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Caledonia, Racine County, Wisconsin, do hereby authorize the acceptance of a grant of \$25,000 from the Geiger Family Foundation to be used for the purchase of fitness equipment for the new Public Safety Building.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin on this \_\_\_\_ day of June, 2023.

By: \_\_\_\_\_  
Thomas R. Weatherston, President

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



**RESOLUTION NO. 2023-61  
(6-13-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
WATERMAIN EASEMENT AGREEMENT WITH BLUFFSIDE ESTATES LLC**

**WHEREAS**, the Caledonia Utility District has conditionally approved an Infrastructure Improvement Plan for Bluffside Estates LLC for the construction of watermain in Bluffside. As a condition of approval of the Infrastructure Improvement Plan, a Watermain Easement Agreement is required to be granted over the watermain outside of the existing Right of Way.

**WHEREAS**, the Owner, Bluffside Estates LLC has executed said Watermain Easement Agreement.

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Watermain Easement Agreement at their June 7, 2023 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of June, 2023.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
Thomas Weatherston, Village President

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

**Watermain Easement Agreement:  
BLUFFSIDE ESTATES**

Document Number

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

51-104-04-22-25-029-106  
51-104-04-22-25-029-112  
51-104-04-22-25-029-113  
51-104-04-22-25-029-114  
51-104-04-22-25-029-118  
51-104-04-22-25-029-119  
51-104-04-22-25-029-111  
51-104-04-22-25-029-110

Parcel Identification Number (PIN)

**WATERMAIN EASEMENT AGREEMENT:**  
**BLUFFSIDE ESTATES**

This Watermain Easement Agreement ("Agreement") is made the 2nd day of June, 2023, by and between **BLUFFSIDE ESTATES, LLC (and its members)**, a Wisconsin limited liability company with offices located at 8338 Corporate Drive, Suite 300, Mount Pleasant, Wisconsin 53406, collectively referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

**INTRODUCTION**

A. Attached to this Agreement, as Exhibit A, is the Final Plat of Bluffside, prepared by Pinnacle Engineering Group, in Brookfield, Wisconsin, and recorded at the Register of Deeds office in Racine County for the real property described as follows:

Bluffside, being a part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Southwest ¼ and the Northwest ¼ of the Northeast ¼ of Section 25 and in the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 25, all in Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin (the "Property").

B. As a part of the approval by the Grantees of a development of the Property, the Grantees have required the Owner to create, and then construct, at Owner's own cost and expense, a watermain system (the "Plan") within the area of the Property described and depicted in Exhibit B attached hereto and incorporated herein. The said watermain system (collectively, the "System"), to be constructed by the Owner on the Property, shall be constructed in accordance with (i) the Plan documents, diagrams, and specifications, and (ii) the Development Agreement, dated December 1, 2022, that the Owner and the Village previously entered into for the development of the Property. A copy of the Plan and the Development Agreement is on file with the Village Clerk and the Public Services Director, at their offices in the Village Hall for the Village of Caledonia. Upon the completion of the construction of the System by the Owner on the Property, and approval in writing by the Village of Caledonia, the System shall automatically, without any further agreement being required, become (i) dedicated to the Village of Caledonia, and (ii) be a part of the Village of Caledonia municipal watermain system.

C. The Grantees have requested that the Owner grant a permanent watermain easement (referred to in this Agreement as the "Watermain Easement") over that area of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Watermain Easement Area", wherein the System shall be constructed and located.

## AGREEMENT

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

1. "Introduction" is Correct. The foregoing "Introduction" is true and correct, and, along with its Exhibits A and B, are hereby incorporated into this Agreement.

2. Owner Shall Construct the System. The Owner shall, at the Owner's own cost and expense, construct the System on the Property in the Watermain Easement Area, in accordance with (i) the Plan, and (ii) the Development Agreement.

3. Grant of Easements. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, the Watermain Easement, for the purposes of (i) allowing access to and from the Watermain Easement Area and the Public Roadways (for pedestrian, vehicular, and construction equipment use), and (ii) for the inspection, operation, maintenance, repair, and/or replacement of the System in the Watermain Easement Area.

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

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

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Watermain Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Watermain Easement Area that interfere with (i) the construction, use, operation, maintenance, repair, and/or replacement of the System within the Watermain Easement Area.
- (b) Remove any fences, structures or improvements located within the Watermain Easement Area to the extent necessary to (i) carry out the inspection, maintenance, repair, and/or replacement of the System within the Watermain Easement Area.

8. Further Owner Requirements.

- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Watermain Easement Area without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Watermain Easement Area will not be altered without the written consent of the Grantees.

9. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) use, operation, maintenance, repair, and/or replacement of the System within the Watermain Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees

shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

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

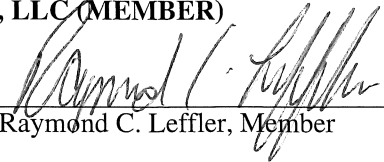
11. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

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

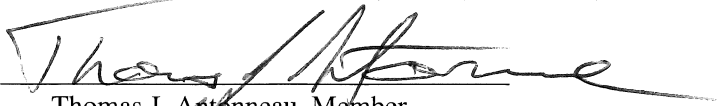
13. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

**OWNER: BLUFFSIDE ESTATES LLC**

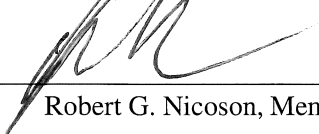
**TNG 30, LLC (MEMBER)**

By:   
Raymond C. Leffler, Member

**ANTONNEAU CONSTRUCTION, LLC (MEMBER)**

By:   
Thomas J. Antonneau, Member

**PORT BLUE, LLC (MEMBER)**

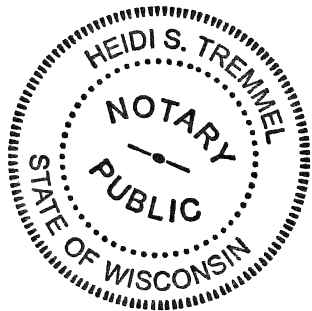
By:   
Robert G. Nicoson, Member

STATE OF WISCONSIN )

) SS:

COUNTY OF RACINE )

Personally came before me this 2nd day of June 2023, TNG 30, LLC by Raymond C, Leffler, Member; Antonneau Construction, LLC, by Thomas J Antonneau Member; and Port Blue, LLC, by Robert G. Nicoson Member, all Members of Bluffside Estates, 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.



  
Notary Public, Racine County, WI

Name: Heidi S. Tremmel

My Commission: 2/7/26



EXHIBIT A

BLUFFSIDE

Being a part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Southeast 1/4 and the Northwest 1/4 of the Northwest 1/4 of Section 25, all in Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

Document # 24649383  
RACINE COUNTY REGISTER OF DEEDS  
March 01, 2023 3:13 PM

*John F. Koppach*  
KOPPEL POPE  
RACINE COUNTY  
REGISTER OF DEEDS  
P.O. Box 420180  
Milwaukee, WI 53242

Page: 3

GRAPHICAL SCALE (FEET)



bearings referenced to the Wisconsin State Plane Coordinate System, South, Zone 16A, NAD 83. The 4th Meridian, Range 22 East has a bearing of S89°47'57.00\"/>

R-28 BUILDING SETBACKS:  
STREET SETBACK = 50 FEET  
SIDEYARD = 15 FEET

LINE NO.	BEARING	DISTANCE
L1	S89°47'57.00\"/>	

PREPARED FOR:  
BLUFFSIDE, LLC  
8388 Corporate Drive, Suite 300  
Mount Pleasant, WI 53406  
Presented by:  
PINNACLE ENGINEERING GROUP  
20725 WATERTOWN ROAD, SUITE 100  
Oconomowoc, WI 53404  
Office: (414) 754-8888

- LEGEND:
- - Easement Found From File
  - - Easement Found From Plat
  - - Easement Set 1/4\"/>

There are no objections to this plat and reference to State as provided by s. 236.12, Wis. Stats. Certified February 14, 2023.  
*John F. Koppach*  
Department of Administration



RECEIVED FEBRUARY 16, 2023  
OFFICE OF THE REGISTER OF DEEDS

This instrument drafted by John F. Koppach, P.L.S. Registration No. S-2461  
PINNACLE ENGINEERING GROUP

PROJ. NO.	DATE	DESCRIPTION
1	10/15/22	BLUFFSIDE, LLC
2	10/15/22	BLUFFSIDE, LLC
3	10/15/22	BLUFFSIDE, LLC
4	10/15/22	BLUFFSIDE, LLC
5	10/15/22	BLUFFSIDE, LLC
6	10/15/22	BLUFFSIDE, LLC
7	10/15/22	BLUFFSIDE, LLC
8	10/15/22	BLUFFSIDE, LLC
9	10/15/22	BLUFFSIDE, LLC
10	10/15/22	BLUFFSIDE, LLC
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98	10/15/22	BLUFFSIDE, LLC
99	10/15/22	BLUFFSIDE, LLC
100	10/15/22	BLUFFSIDE, LLC

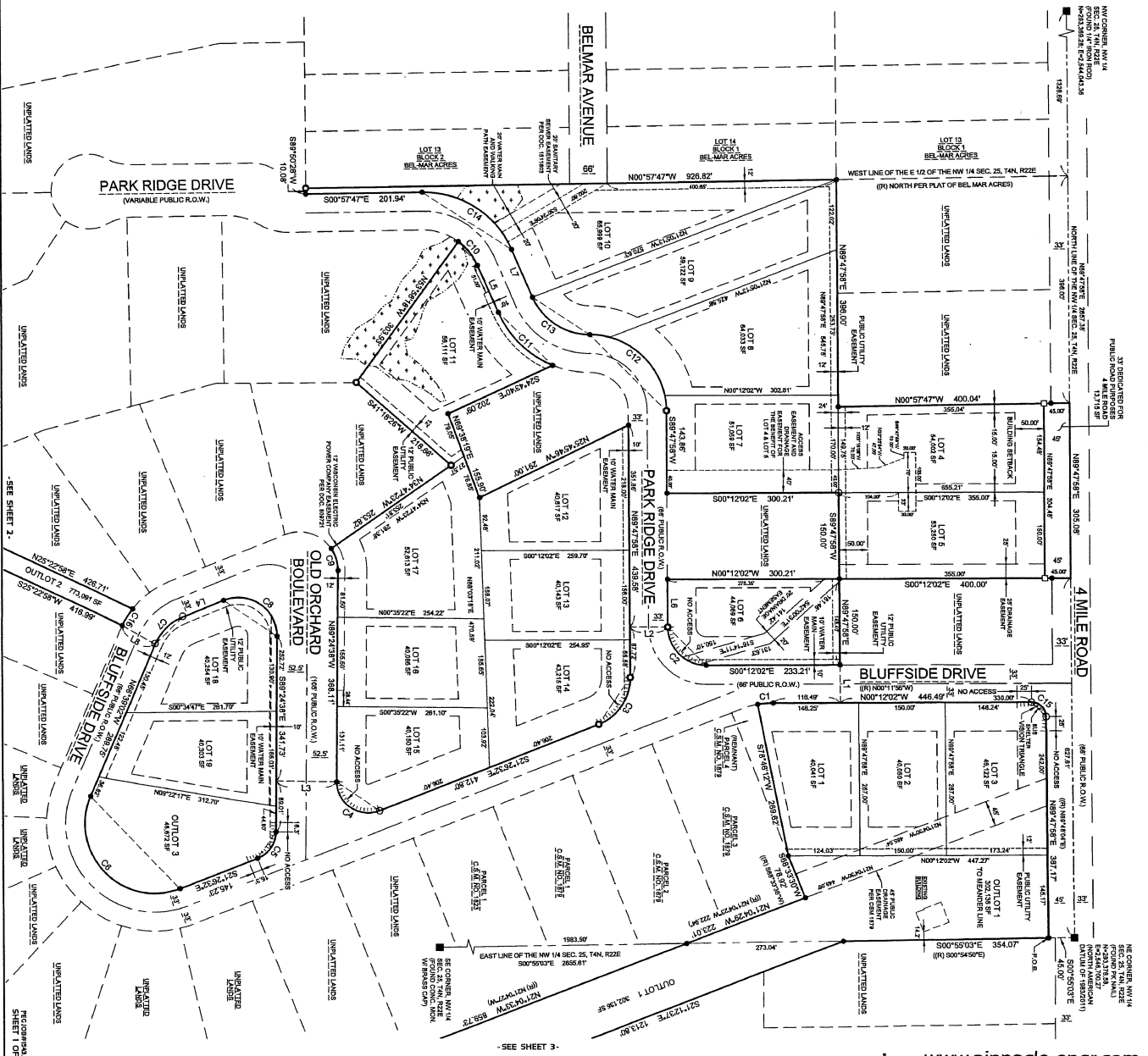




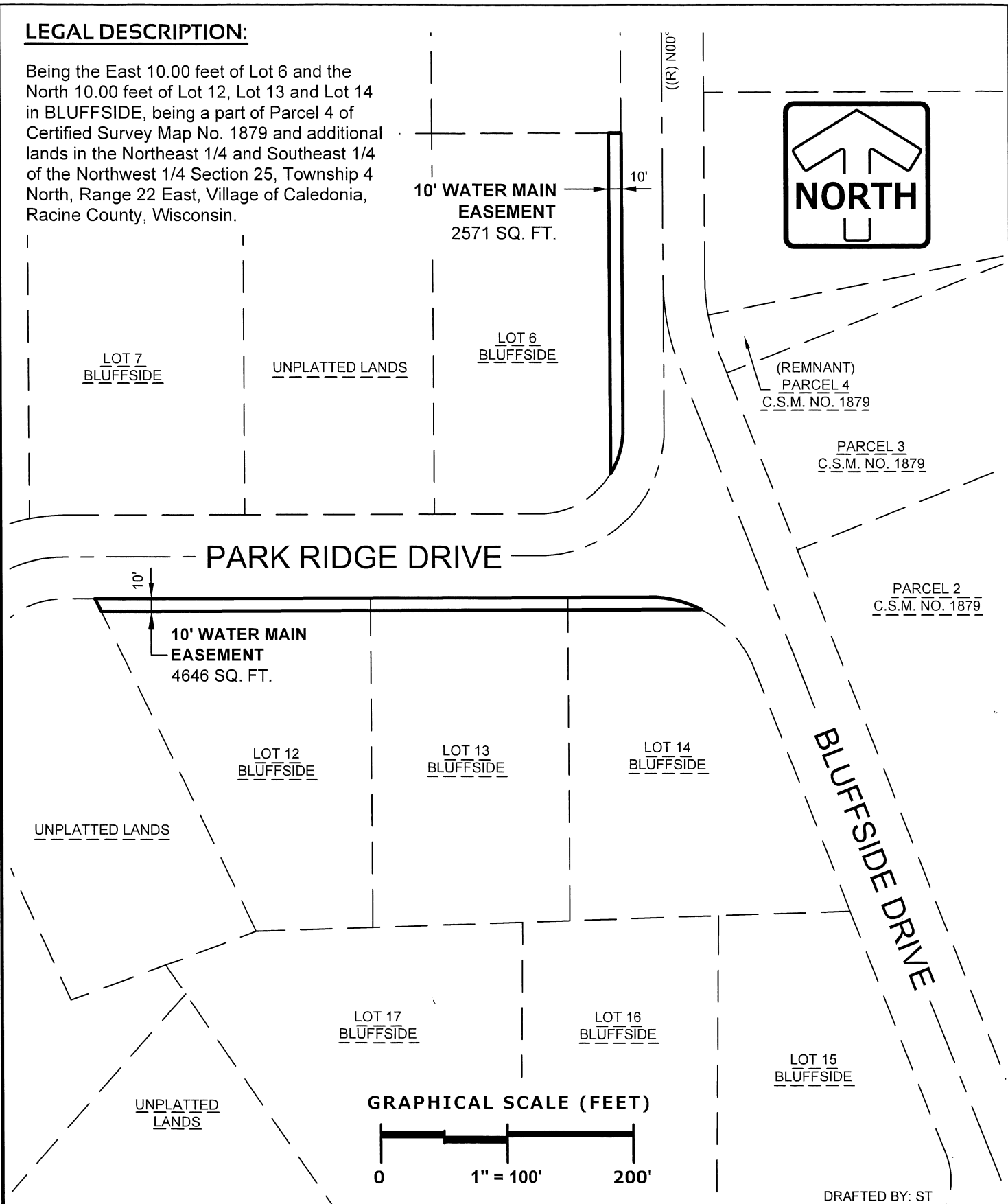




EXHIBIT B

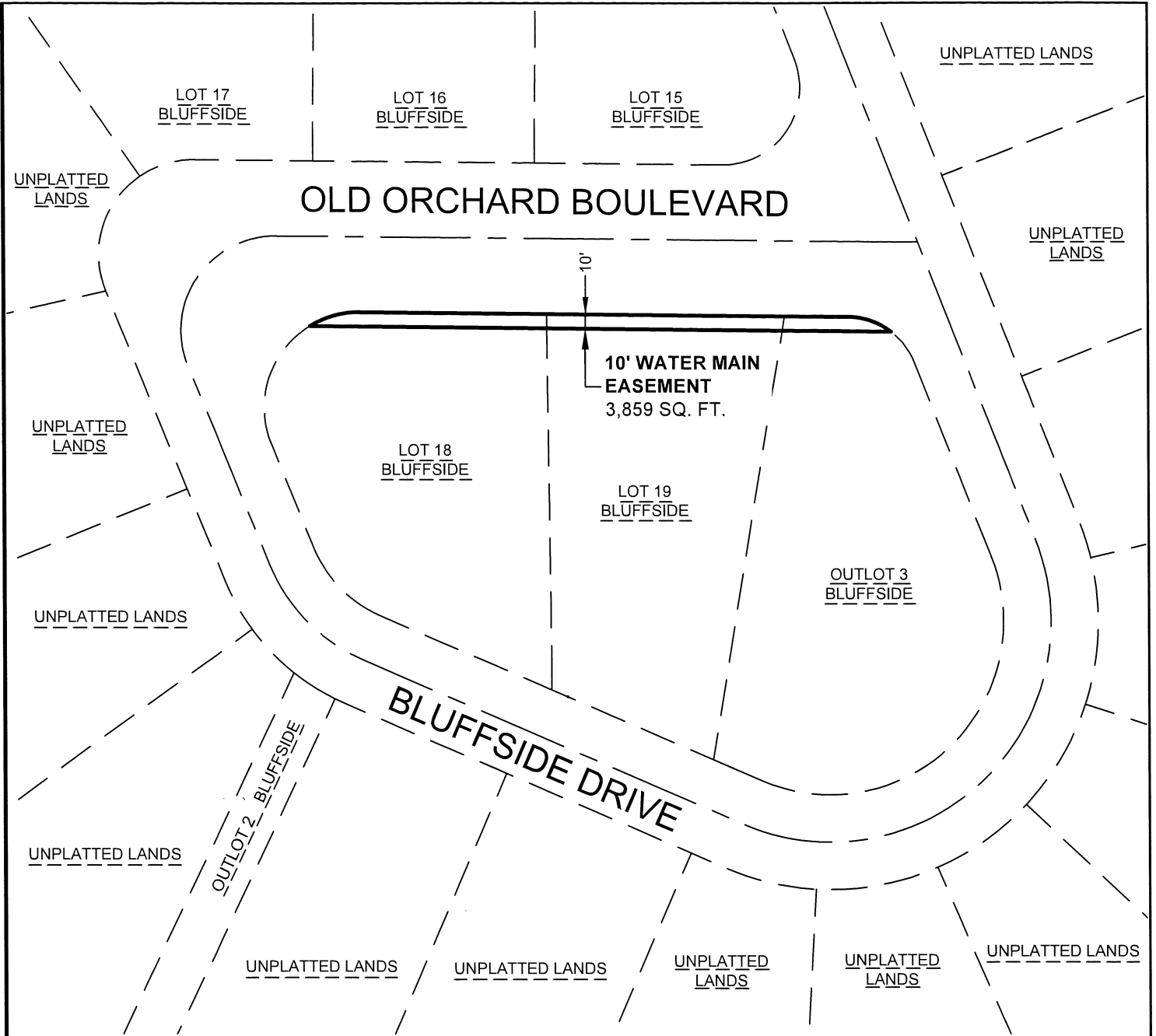
**LEGAL DESCRIPTION:**

Being the East 10.00 feet of Lot 6 and the North 10.00 feet of Lot 12, Lot 13 and Lot 14 in BLUFFSIDE, being a part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



DRAFTED BY: ST

EXHIBIT B



**LEGAL DESCRIPTION:**

Being the North 10.00 feet of Lot 18, Lot 19 and Outlot 3 in BLUFFSIDE, being a part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



**GRAPHICAL SCALE (FEET)**

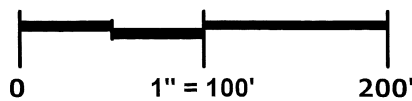


EXHIBIT B

**LEGAL DESCRIPTION:**

Being a part of Lot 11 in BLUFFSIDE, being a part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Beginning at the northeast corner of said Lot 11; thence South 24°43'40" East along the easterly line of said Lot 11, 13.47 feet to a point on a curve; thence southwesterly 134.43 feet along the arc of said curve to the right, whose radius is 185.00 feet and whose chord bears South 45°26'03" West, 131.49 feet; thence South 66°15'06" West, 40.03 feet; thence North 23°44'54" West, 10.00 feet to the north line of said Lot 11; thence North 66°15'06" East along said north line, 40.03 feet to a point of curvature; thence northeasterly 135.95 feet along the arc of said curve to the left, whose radius is 175.00 feet and whose chord bears North 43°59'48" East, 132.55 feet to the Point of Beginning.



**GRAPHICAL SCALE (FEET)**

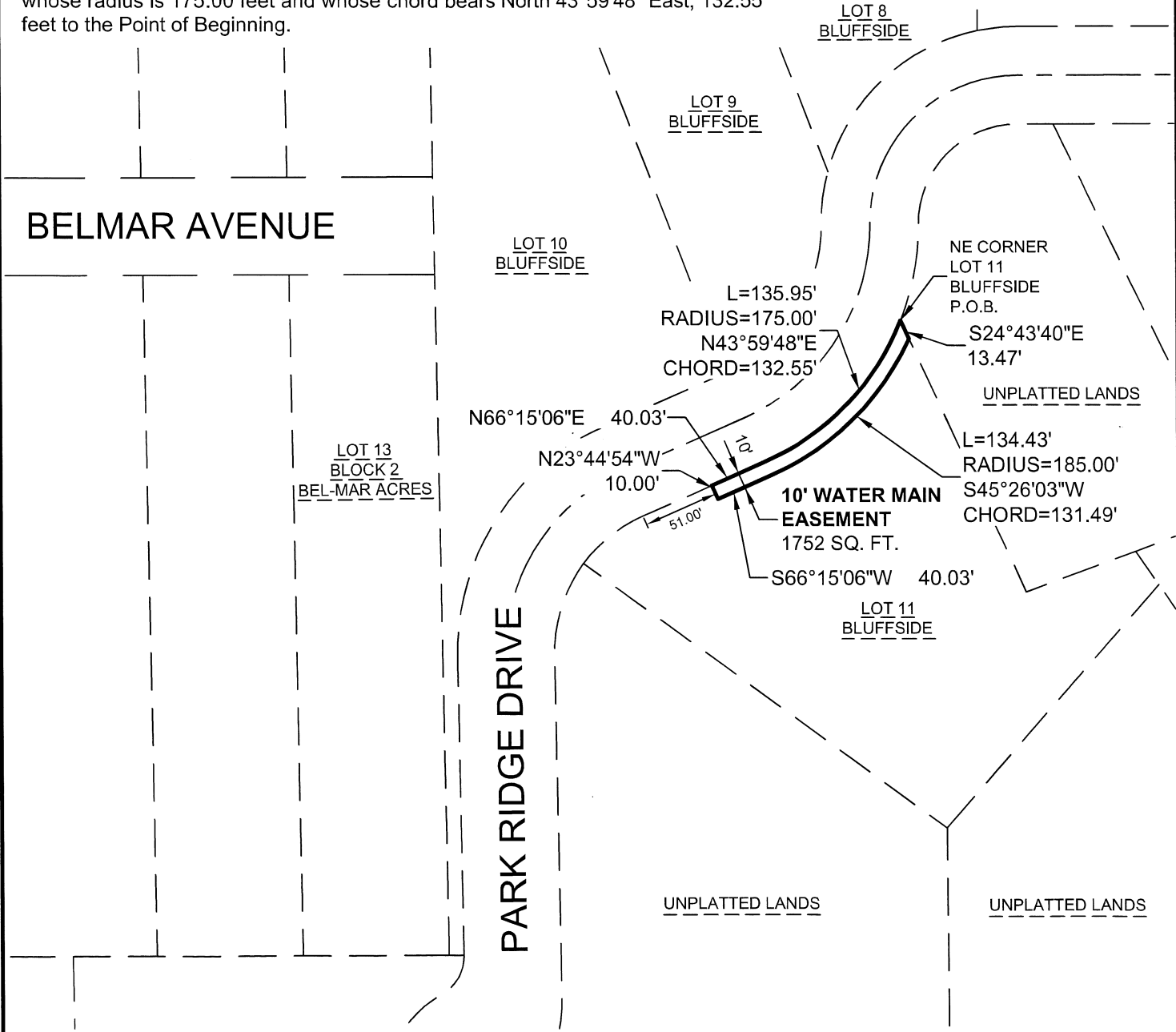
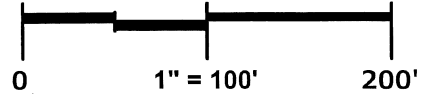


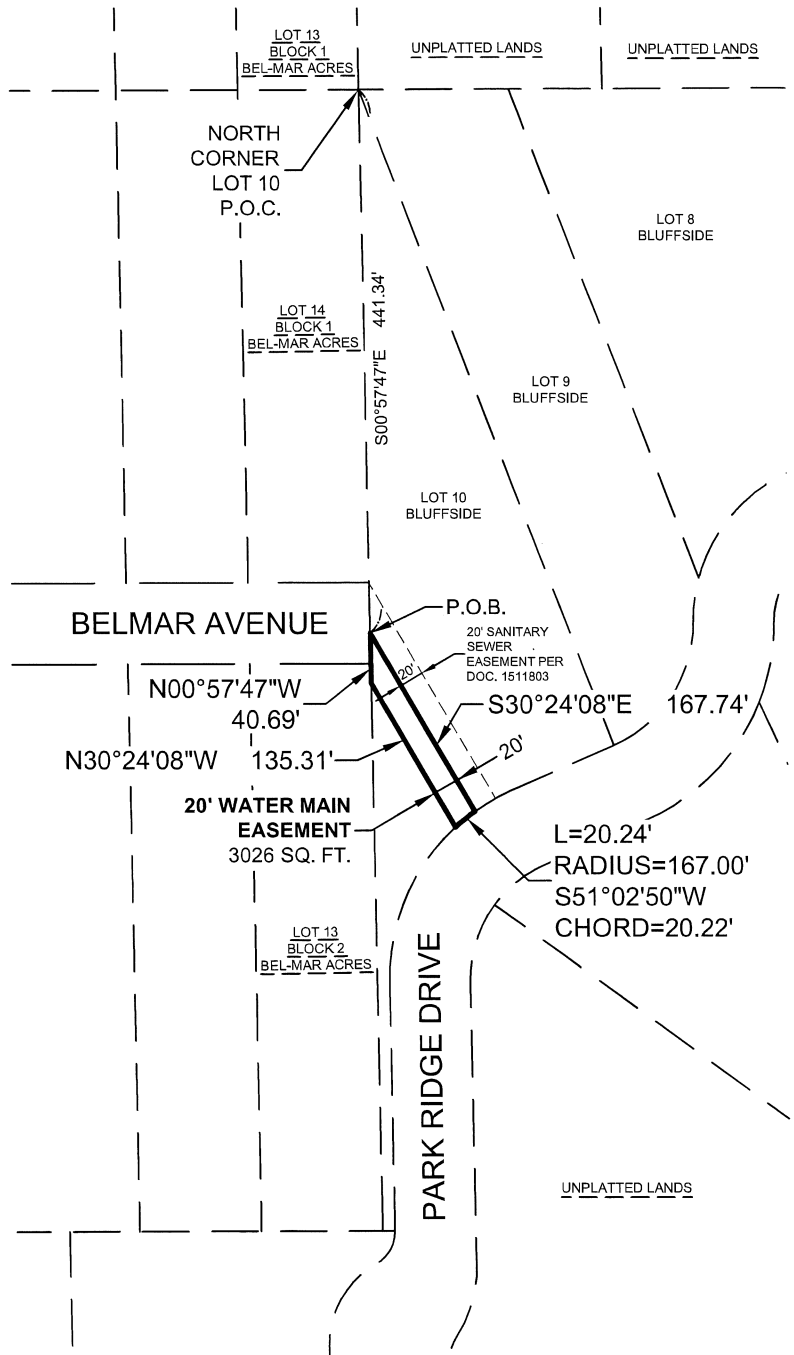
EXHIBIT B

**LEGAL DESCRIPTION:**

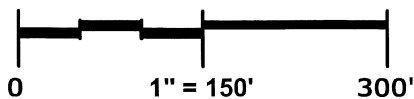
Being a part of Lot 10 in BLUFFSIDE, being a part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows :

Commencing at the north corner of said Lot 10; thence South  $00^{\circ}57'47''$  East along the west line of said Lot 10, 441.34 feet to the Point of Beginning;

Thence South  $30^{\circ}24'08''$  East, 167.74 feet to the north right of way line of Park Ridge Drive and a point on a curve; thence southwesterly 20.24 feet along the arc of said curve to the left, whose radius is 167.00 feet and whose chord bears South  $51^{\circ}02'50''$  West, 20.22 feet; thence North  $30^{\circ}24'08''$  West, 135.31 feet to the aforesaid west line of Lot 10; thence North  $00^{\circ}57'47''$  West along said west line, 40.69 feet to the Point of Beginning.



GRAPHICAL SCALE (FEET)



**RESOLUTION NO. 2023-62  
(6-13-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
STORM WATER DRAINAGE EASEMENT AGREEMENT WITH  
BLUFFSIDE ESTATES LLC**

**WHEREAS**, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and Infrastructure Improvement Plan for Bluffside Estates LLC for the construction of a storm water pond in Bluffside. As a condition of approval of the Storm Water Management Plan and Infrastructure Improvement Plan, a Storm Water Drainage Easement Agreement is required to be granted over the storm water pond.

**WHEREAS**, the Owner, Bluffside Estates LLC has executed said Storm Water Drainage Easement Agreement.

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Storm Water Drainage Easement Agreement at their June 7, 2023 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of June, 2023.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
Thomas Weatherston, Village President

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

Document Number

**Storm Water Drainage Easement  
Agreement:  
BLUFFSIDE ESTATES, LLC**

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

104-04-22-25-029-101  
104-04-22-25-029-102  
104-04-22-25-029-103  
104-04-22-25-029-104  
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104-04-22-25-029-118  
104-04-22-25-029-119  
Parcel Identification Number (PIN)



**STORM WATER DRAINAGE EASEMENT AGREEMENT:**  
**BLUFFSIDE ESTATES, LLC**

This Storm Water Drainage Easement Agreement (“Agreement”) is made the 2<sup>nd</sup> day of June, 2023, by and between **BLUFFSIDE ESTATES, LLC (and its members)**, a Wisconsin limited liability company with offices located at 8338 Corporate Drive, Suite 300, Mount Pleasant, Wisconsin 53406, collectively referred to in this Agreement as “Owner”, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the “Grantees”.

**RECITALS**

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described on Exhibit A. Attached hereto and incorporated herein. Said real property is referred in this Agreement as the “Property”. Attached to this Agreement, as Exhibit A, is the Final Plat of Bluffside, prepared by Pinnacle Engineering Group, in Brookfield, Wisconsin, and recorded at the Register of Deeds office in Racine County for the real property described as follows:

Bluffside, being a part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Southwest ¼ and the Northwest ¼ of the Northeast ¼ of Section 25 and in the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 25, all in Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin (the “Property”).

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

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

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the “Access Easement”) over the “Pond Easement Area” and Storm Water Drainage Easement Areas, as may be necessary for the Grantees to exercise their rights under this Agreement.

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

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

8. Further Owner Requirements.

- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Pond Easement Area without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Pond Easement Area will not be altered without the written consent of the Grantees.
- (c) Owner shall perform the drainage work in the manner described in attached Exhibit B.
- (d) Owner shall comply with (i) the provisions and requirements of the updated

Storm Water Management Plan for the Property, prepared by Pinnacle Engineering Group, dated and Professional Engineer Stamped December 6, 2021 and the Construction Plans for Bluffside, prepared by Pinnacle Engineering Group, dated and Professional Engineer Stamped July 25, 2022 as may be approved and/or amended from time to time by the Grantees.

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

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

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

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

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

14. Home Owners' Association & Maintenance. Except as provided below, the Owner shall be liable and responsible for the proper maintenance of the Retention Pond and Drainage Facilities described on the attached Exhibit B. Such maintenance shall include the control of weed and algae growth. Each lot in the Property is encumbered or subject to certain restrictive covenants (the "Restrictive Covenants") that will be recorded with the Racine County Register of Deeds. The Restrictive Covenants provide that each lot owner in Bluffside is a member of the Bluffside Estates Home Owners Association, Inc. (the "Homeowners Association"), a nonstock Wisconsin corporation, and that as each lot is sold by the Owner, the Homeowners Association becomes liable and responsible to perform the proper maintenance of the Retention Pond and Drainage Facilities that is assigned to each lot owner by the Restrictive Covenants. Accordingly, as to each lot located on the Property, the Developer's liability and responsibility for proper maintenance of the Retention Pond and Drainage Facilities shall continue until such time as 75% of the lots are conveyed to a third party or the Developer turns over all responsibility to the Home Owners Association. At the time that all lots have been conveyed, or the Home Owners Association assumes control, the Developer shall have no further liability or responsibility for proper maintenance of the Retention Pond and Drainage Facilities (provided, however that the Developer shall continue to have any remaining obligations relating to the Developers guarantees under the Development Agreement entered into with the Village). All maintenance shall be carried out in conformity with applicable Village







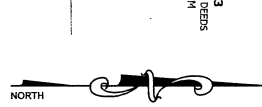
**BLUFFSIDE**

Being a part of Parcel 1 of Certified Survey Map No. 1879 and additional lands in the Southeast 1/4 of Section 25, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

Document # 26693983  
 RACINE COUNTY REGISTER OF DEEDS  
 March 01, 2023 3:13 PM

*John P. Komopach*  
 RACINE COUNTY REGISTER OF DEEDS  
 Fee: \$1000.00

Page: 3



R-28 BUILDING SETBACKS  
 SETBACKWARD = 50 FEET  
 SIDEWARD = 15 FEET

LINE NO.	BEARING	DISTANCE
L1	S89°47'30"W	46.00'
L2	S89°47'30"W	46.00'
L3	S89°47'30"W	46.00'
L4	S89°47'30"W	46.00'
L5	S89°47'30"W	46.00'
L6	S89°47'30"W	46.00'
L7	S89°47'30"W	46.00'
L8	S89°47'30"W	46.00'

PREPARED FOR:  
 RACINE ENGINEERING GROUP  
 8334 BRIDGEWAY  
 Mount Pleasant, WI 53406  
 262-898-7777

PREPARED BY:  
 PINNACLE ENGINEERING GROUP  
 20723 BRIDGECRANES BLVD  
 OFFICE: (262) 754-8888

There is no objection to this instrument being recorded by the Register of Deeds of Racine County, Wisconsin, on this date, provided by s. 236.12, Wis. Stats.

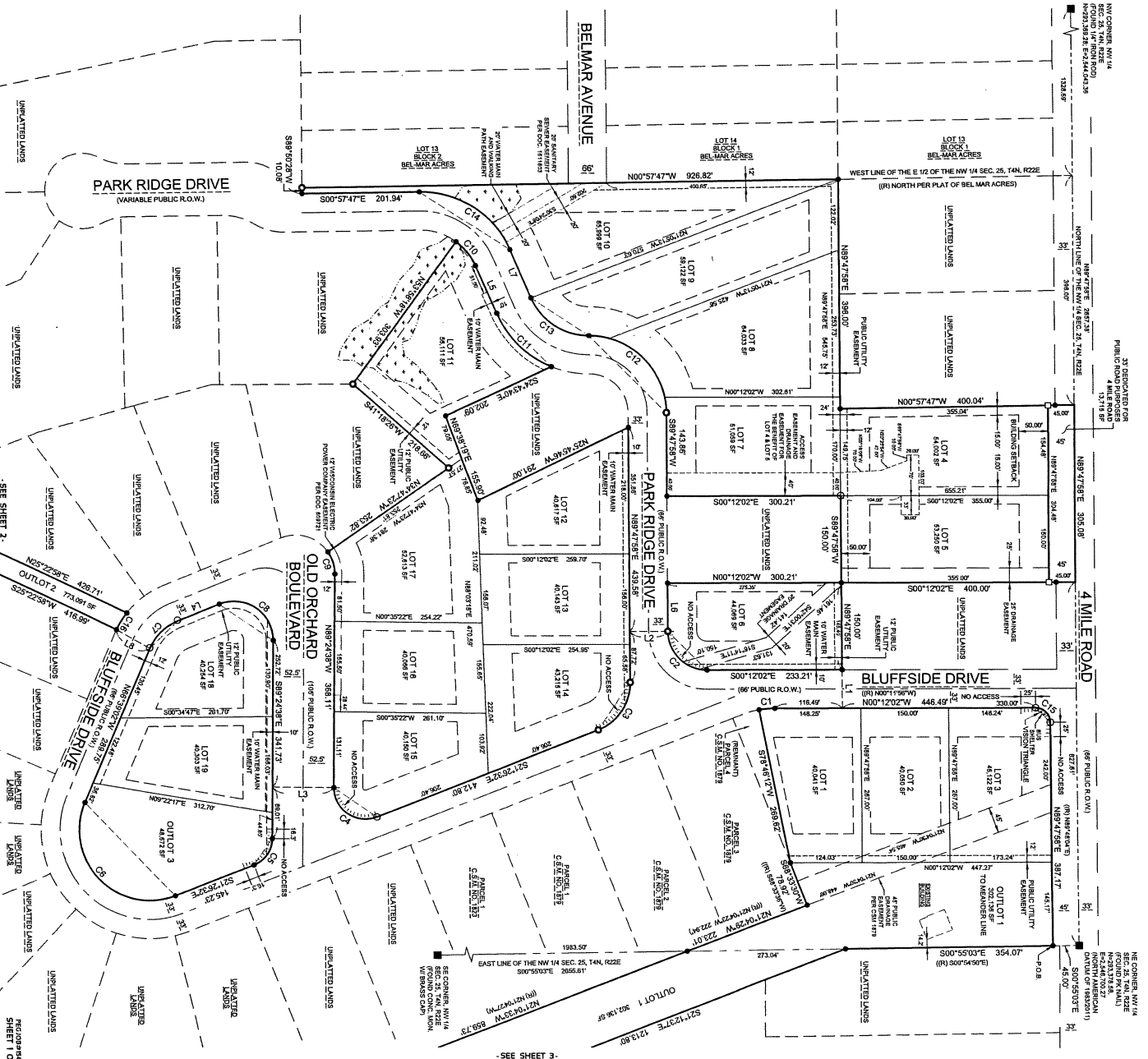
Certified: FEBRUARY 14, 2023

*John P. Komopach*  
 Department of Administration



This instrument drafted by John P. Komopach, P.L.S. Registration No. S-2461  
**PINNACLE ENGINEERING GROUP**

PARCEL #	AREA (SQ. FT.)	PERCENTAGE OF TOTAL
1	10,424.23	10.42%
2	10,424.23	10.42%
3	10,424.23	10.42%
4	10,424.23	10.42%
5	10,424.23	10.42%
6	10,424.23	10.42%
7	10,424.23	10.42%
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96	10,424.23	10.42%
97	10,424.23	10.42%
98	10,424.23	10.42%
99	10,424.23	10.42%
100	10,424.23	10.42%







# BLUFFSIDE

Being a part of Parcel 1 of Certified Survey Map No. 1879 and additional lands in the NW 1/4 of Section 25 and in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 25, all in Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

REVISED FEBRUARY 9, 2023  
DECEMBER 20, 2022



This instrument is subject to the following conditions:  
 Certified February 14, 2023  
 State as provided by s. 236.12, Wis. Stats.  
 Department of Administration

**OWNER'S CERTIFICATE OF DEDICATION**  
 Bluffside Estates, LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin, as owner, does hereby certify that the plat is required by s. 236.10 or s. 236.12 of the Wisconsin Statutes and is being submitted for recording as required by law.

**STATE OF WISCONSIN**  
 COUNTY OF WAUKESHA  
 I, Paul H. Pankas, a duly Licensed Professional Engineer, do hereby certify that the above described plat is a true and correct copy of the original plat as shown to me by the owner of the same and that the same is in accordance with the provisions of the laws of the State of Wisconsin relating to the recording of such plats.

**CONSENT OF CORPORATE MORTGAGEE**  
 The undersigned, National Bank, a corporation duly organized and existing under the laws of the State of Wisconsin, as mortgagee of the above described property, do hereby consent to the recording of the above described plat and to the use of the same for the purposes herein stated, and to the use of the same for the purposes herein stated, and to the use of the same for the purposes herein stated.

**STATE OF WISCONSIN**  
 COUNTY OF WAUKESHA  
 I, Henry Public, a duly Licensed Professional Engineer, do hereby certify that the above described plat is a true and correct copy of the original plat as shown to me by the owner of the same and that the same is in accordance with the provisions of the laws of the State of Wisconsin relating to the recording of such plats.

**VILLAGE APPROVAL**  
 Approved by the Village of Caledonia on this 7 day of NOVEMBER, 2023  
[Signature]  
 Mayor

**VILLAGE OF CALEDONIA CERTIFICATE OF FINANCE**  
 Village Manager, being the duly elected, qualified and acting Village of Caledonia Finance Director, do hereby certify that the above described plat is a true and correct copy of the original plat as shown to me by the owner of the same and that the same is in accordance with the provisions of the laws of the State of Wisconsin relating to the recording of such plats.

**RACINE COUNTY TREASURER'S CERTIFICATE**  
 Racine County Treasurer, being the duly elected, qualified and acting Treasurer of Racine County, do hereby certify that the above described plat is a true and correct copy of the original plat as shown to me by the owner of the same and that the same is in accordance with the provisions of the laws of the State of Wisconsin relating to the recording of such plats.

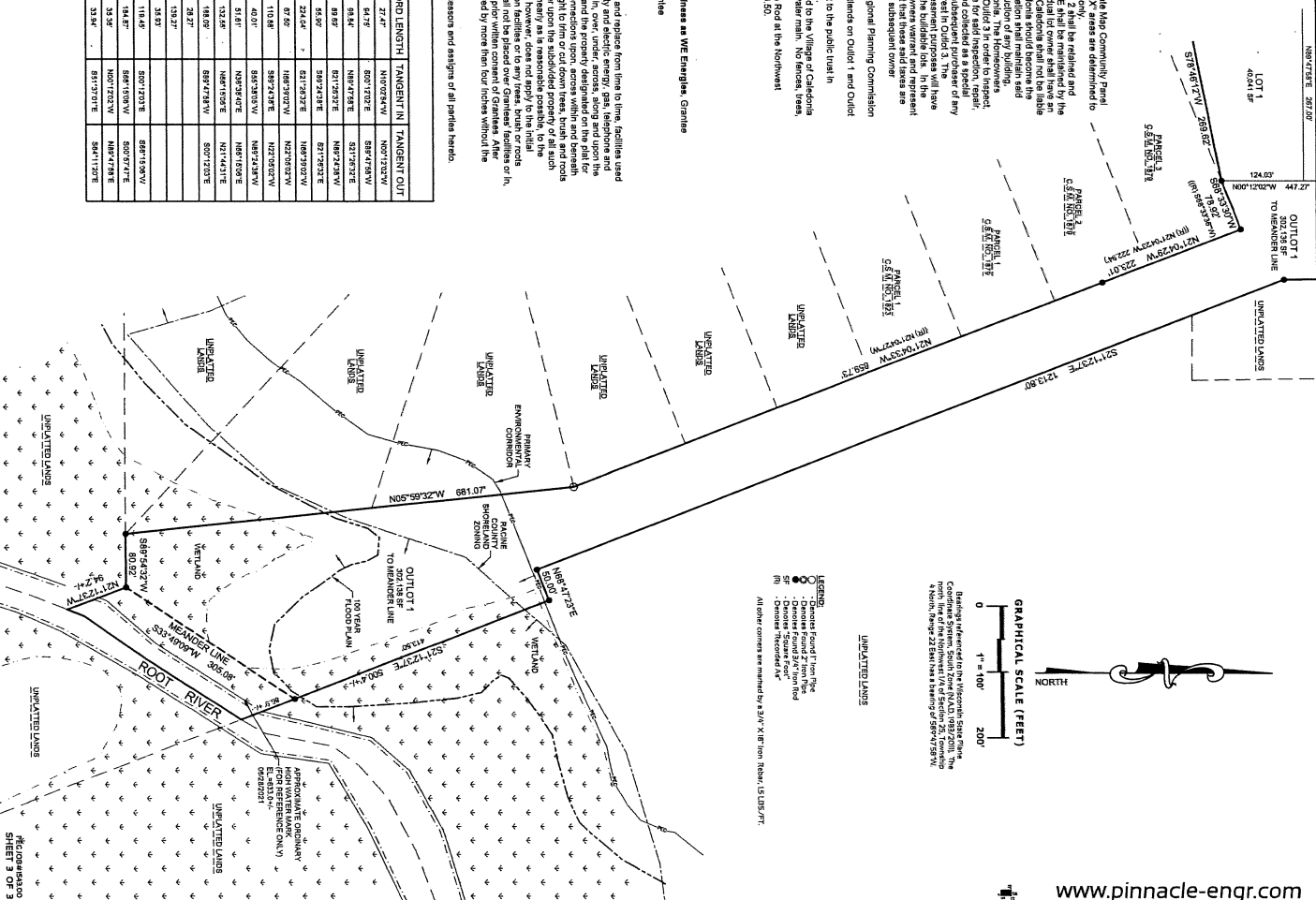
This instrument drafted by John P. Krombach, P.L.S. Registration No. S23461  
**PINNACLE ENGINEERING GROUP**

**NOTES:**

1. Project Zone Classification: The property lies within Zone "C" of the Flood Insurance Rate Map Community Plan No. 65510011D, 65510011D and 65510011D effective MAY 2, 2012. Zone "C" areas are determined to be outside the 1% Annual Chance Floodplain. Floodplain is shown by graphic plotting only.
2. The plat is a true and correct copy of the original plat as shown to me by the owner of the same and that the same is in accordance with the provisions of the laws of the State of Wisconsin relating to the recording of such plats.
3. The plat is a true and correct copy of the original plat as shown to me by the owner of the same and that the same is in accordance with the provisions of the laws of the State of Wisconsin relating to the recording of such plats.
4. The plat is a true and correct copy of the original plat as shown to me by the owner of the same and that the same is in accordance with the provisions of the laws of the State of Wisconsin relating to the recording of such plats.

**CURVE TABLE**

CURVE NO.	LOT	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	L017	27.62	186.02	90.9252°	N20°27'34"W	27.62	N10°27'34"W	N07°32'32"W
C2	L017	108.24	97.02	90°50'32"	S44°41'34"W	54.72	S07°12'32"E	S04°17'34"E
C3	L017	108.61	97.92	89°42'32"	S58°48'17"E	54.34	S07°47'32"E	S17°24'32"E
C4	L017	108.34	97.02	110°31'34"	S71°30'32"W	89.82	S21°28'32"E	S07°24'32"E
C5	L017	85.31	80.07	90°28'32"	S62°28'32"E	65.80	S09°24'32"E	S27°34'32"E
C6	L017	248.64	121.34	154°47'32"	S45°47'32"W	224.84	S17°28'32"E	N08°30'32"W
C7	L017	68.24	89.01	64°24'32"	N44°22'02"W	67.62	N08°30'32"W	N22°02'02"W
C8	L017	138.89	88.81	112°42'32"	N01°18'02"E	110.88	S08°24'32"E	N08°24'32"W
C9	L017	46.84	88.81	63°48'32"	S71°06'14"W	46.01	S08°24'32"E	N08°24'32"W
C10	L017	82.18	161.07	102°32'32"	N01°28'32"E	81.61	N08°18'32"E	N08°18'32"W
C11	L017	134.89	174.00	64°32'32"	N41°38'48"E	132.88	N08°18'32"E	N21°44'32"E
C12	R001	204.89	133.02	90°00'00"	S44°47'34"W	148.80	S09°47'34"W	S00°12'00"E
C13	L017	144.87	133.02	133°02'	S44°47'34"W	138.27	S09°47'34"W	S00°12'00"E
C14	L017	34.84	133.02	64°32'32"	S71°06'14"W	34.87	S09°47'34"W	S00°12'00"E
C15	L017	128.42	109.01	89°27'32"	S33°01'32"W	114.48	S09°12'32"E	S04°11'30"W
C16	L017	188.81	187.02	109°12'32"	S33°28'34"W	184.82	S08°15'32"E	S03°07'32"E
C17	L017	39.27	23.07	90°00'00"	N44°47'38"E	38.38	N00°12'32"E	N07°18'32"E
C18	L017	34.81	144.01	61°24'32"	S57°24'11"E	33.84	S17°30'32"E	S04°11'32"E



**LEGAL DESCRIPTION:**

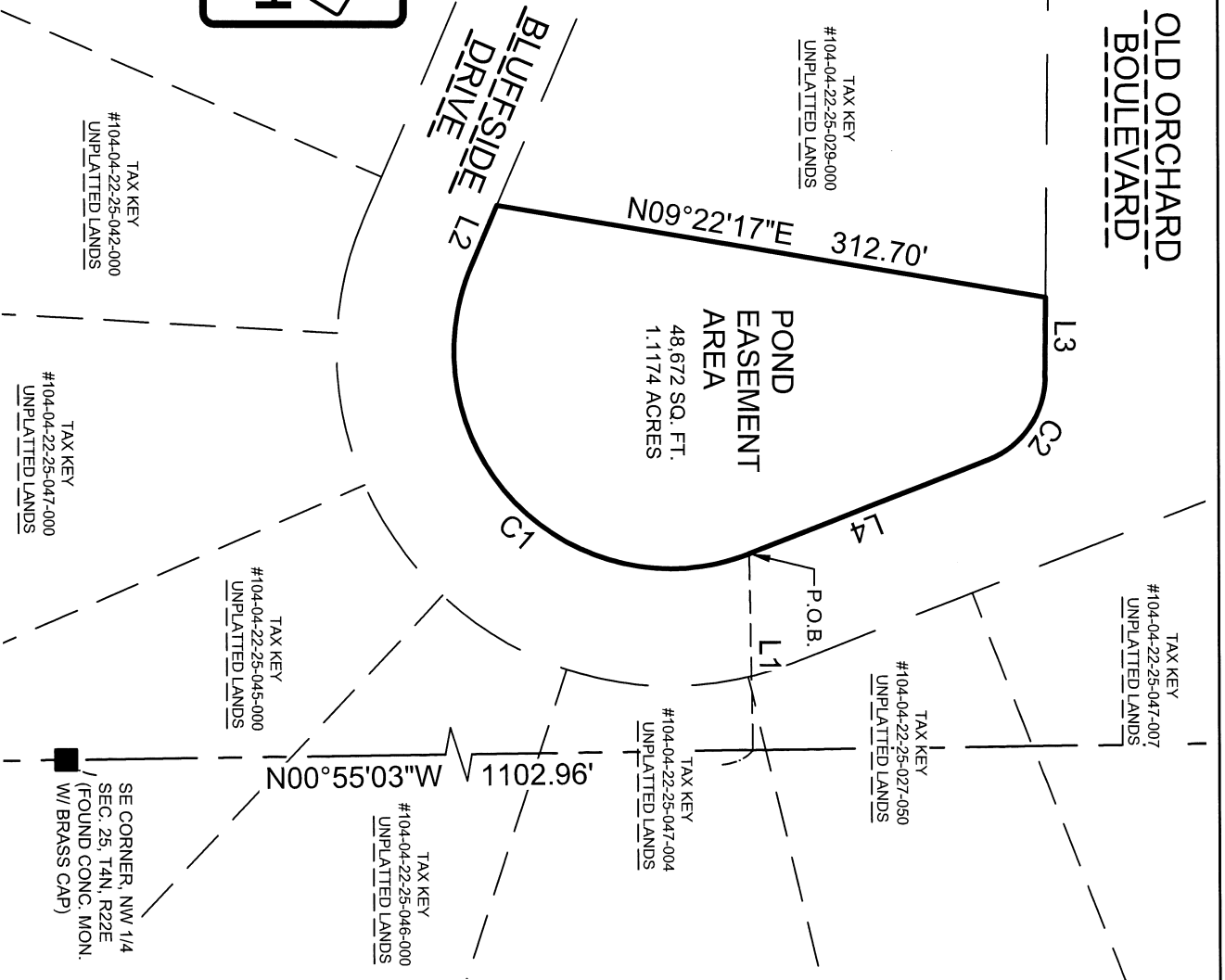
Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the Southeast corner of the Northwest 1/4 of said Section 25; thence North 00°55'03" West along the east line of said Northwest 1/4, 1102.96 feet; thence South 89°04'57" West, 110.26 feet to a point on a curve on the westerly right of way line of Bluffsides Drive and point of beginning;

Thence southerly 285.46 feet along the arc of said curve to the right and said westerly right of way line, whose radius is 121.34 feet and whose chord bears South 45°57'13" West, 224.04 feet; thence North 66°39'02" West along said north right of way line, 36.82 feet; thence North 09°22'17" East, 312.70 feet to the southerly right of way line of said Old Orchard Boulevard; thence South 89°24'38" East along said south right of way line, 44.80 feet to a point of curvature; thence Southeasterly 59.31 feet along arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 55°25'35" East, 55.90 feet to the westerly right of way line of aforesaid Bluffsides Drive; thence South 21°26'32" East along said right of way line, 145.23 feet to the point of beginning.

**OLD ORCHARD BOULEVARD**

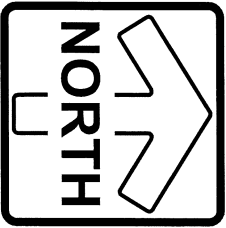
**BLUFFSIDE DRIVE**



**GRAPHICAL SCALE (FEET)**



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°04'57"W	110.26'
L2	N66°39'02"W	36.82'
L3	S89°24'38"E	44.80'
L4	S21°26'32"E	145.23'



CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	285.46'	121.34'	S45°57'13"W	224.04'
C2	59.31'	50.00'	S55°25'35"E	55.90'

**EXHIBIT**

**PINNACLE ENGINEERING GROUP**

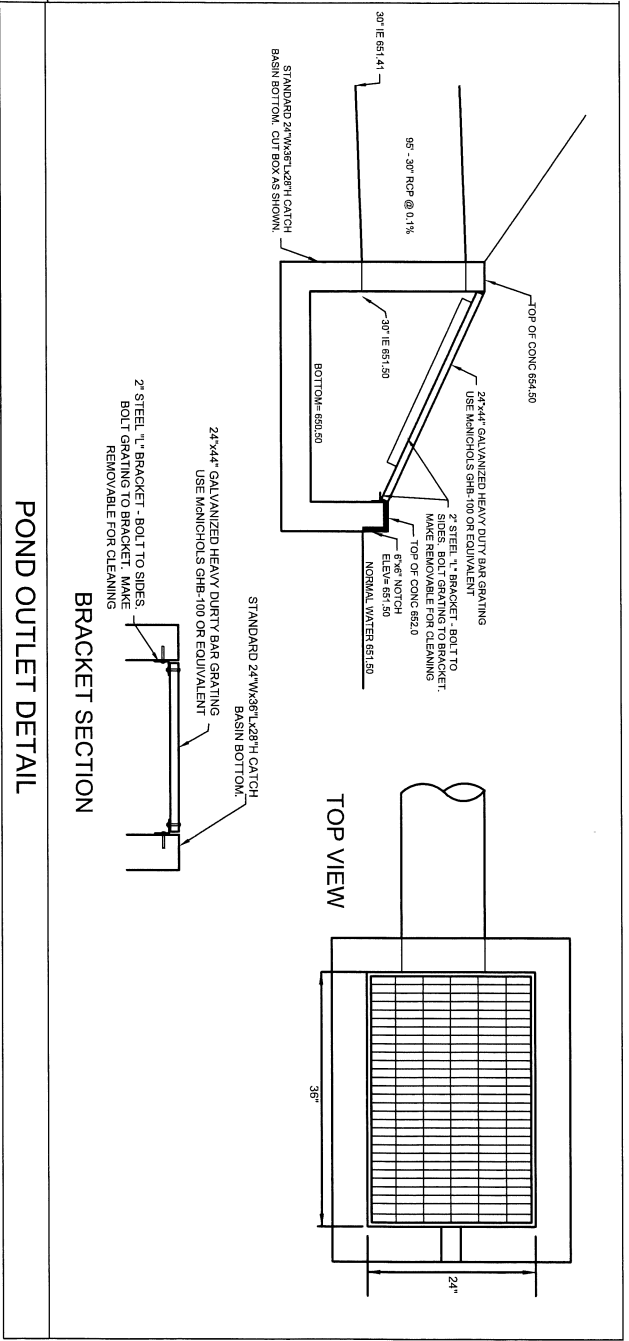
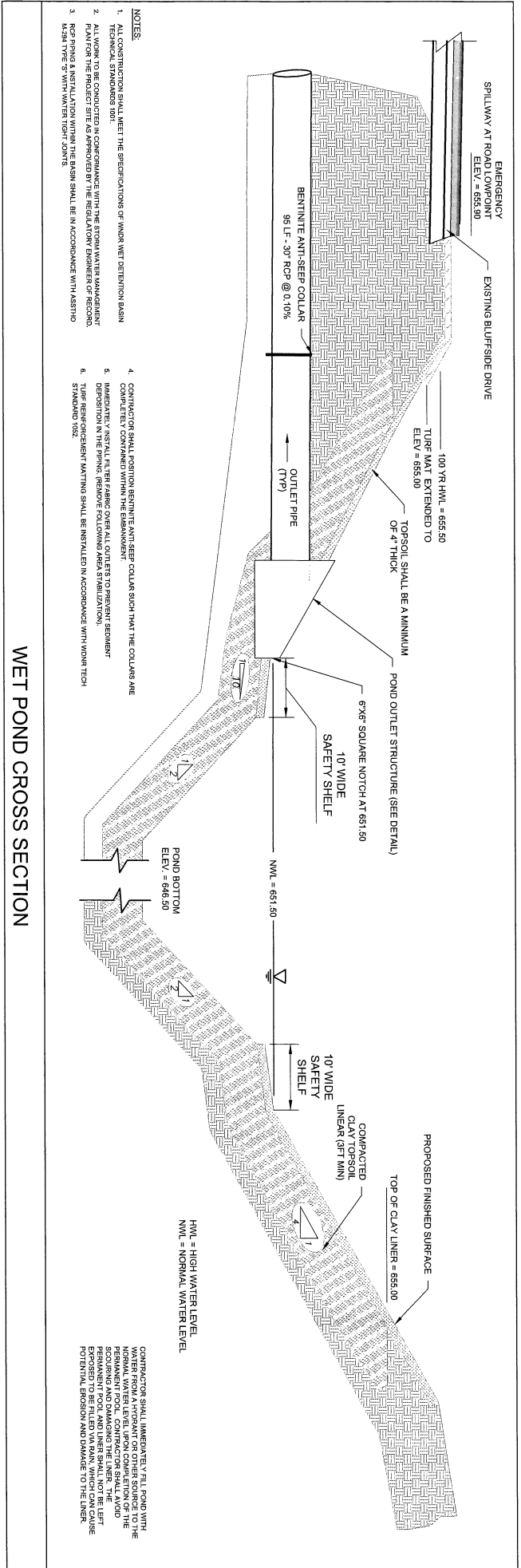
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

**PLAN | DESIGN | DELIVER**

WWW.PINNACLE-ENGR.COM

PEG JOB#1543.00

12/07/2022



**RESOLUTION NO. 2023-63**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
APPROVING AN AMENDED TAX INCREMENTAL DISTRICT NO. 5 DEVELOPMENT  
AGREEMENT WITH CORNERSTONE DEVELOPMENT OF S.E. WISCONSIN LLC FOR  
THE GLEN AT WATERS EDGE AND APPROVAL OF ASSIGNMENT OF RIGHTS UNDER  
THE AGREEMENT TO THE GLEN AT WATERS EDGE AS THE DEVELOPING ENTITY**

WHEREAS, in July 2022, the Village and Cornerstone Development of S.E. Wisconsin LLC (“Cornerstone”) entered into a Development Agreement for the Village to construct 30 single-family homes on parcels of land in TID 5, west of Water’s Edge Dr. in the Village with an estimated completion value of \$15 Million (the "Development Agreement"); and

WHEREAS, in December 2022 and May 2023, the Village and Cornerstone entered into Amendment Nos. 1 and 2 to the Development Agreement to give both parties additional time to accommodate administrative approval processes in order to fulfill requirement of Article III, (the “Closing”) and to address the timing of the recording of the final plat;

WHEREAS, the parties are ready to close the transaction to transfer the parcels of land pursuant to the Development Agreement but have determined that minor adjustments on the schedule of anticipated development values needed to be adjusted with the overall final guaranteed minimum values remaining at \$15 Million and that the parties needed to authorize an assignment to the developing entity as follows:

1. Cornerstone herewith transfers and assigns to The Glen at Waters Edge LLC (“Assignee”), all rights under the Development Agreement including the right to take title to the property and perform the obligations of Cornerstone therein.
2. Notwithstanding the above, Cornerstone acknowledges that it is not released from the terms of the Agreement and remains an additional responsible party thereunder notwithstanding the terms of this Assignment.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Amended Tax Incremental District No. 5 Development Agreement with Cornerstone Development of S.E. Wisconsin LLC for The Glen at Waters Edge attached hereto as **Exhibit A** and incorporated herein, and the Assignment of Rights attached hereto as **Exhibit B** and incorporated herein, are hereby approved; and

BE IT FURTHER RESOLVED that the Village President, Clerk and Administrator are authorized to execute such documents and to take all actions in furtherance thereof

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of June, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, Village President

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

**EXHIBIT A**  
**COMMITMENT FOR TITLE INSURANCE**



**SCHEDULE C**

The Land is described as follows:

Tax Key No: 104-04-23-16-021-000

That part of the fractional Southwest 1/4 of Section 16, Township 4 North, Range 23 East, bounded as follows: Begin at the Southwest corner of said Section 16: run thence South 89°52'30" East 1237.5 feet to the point of beginning of this description; continue thence South 89°53'30" East along the South line of said Section, 1414.53 feet; thence North 0°18'20" East 328.00 feet; thence North 89°53'30" West 435.60 feet; thence North 0°18'20" East 200.00 feet; thence North 89°53'50" West 979.03 feet; thence South 0°18'20" West 528.00 feet to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

Tax Key No: 104-04-23-21-016-000 and 104-04-23-21-021-000

That part of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at a Racine County cast-iron monument marking the North 1/4 corner of said Section; run thence South 00° 27' 09" East 328.53 feet on the North-South 1/4 line of said Section to the South line of the North 20 acres of said Section; thence South 89° 21' 20" West 478.00 feet on said South line; thence North 00° 27' 09" West 328.53 feet to the North line of said Section; thence North 89° 21' 20" East 478.00 feet on said North line to the point of beginning. EXCEPTING THEREFROM the rights of the public in and to Erie Street. ALSO subject to an easement for ingress and egress over the South 20 feet in width thereof. ALSO EXCEPTING THEREFROM the North 33 feet thereof. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No: 104-04-23-21-016-010

The Northerly 33 feet of the following parcel of land:

The East 478 feet of the North 10 acres of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, and more particularly described as follows: That part of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at a standard Racine County Monument marking the Northwest corner of said Section 21; run thence North 89°21'20" East 33.00 feet to a 3/4 inch diameter iron rod; continue thence North 89°21'20" East 2602.42 feet to a 3/4 inch diameter iron rod stake; continue thence North 89°21'20" East 16.50 feet to a standard Racine County monument marking the North 1/4 corner of said Section 21; thence South 00°29'09" East 164.26 feet along the North-South 1/4 line of said Section 21; thence South 89°21'20" West 16.50 feet to a 3/4 inch diameter iron rod stake; continue thence South 89°21'20" West 2602.35 feet to a 3/4 inch diameter iron rod stake; continue thence 33.00 feet to the West line of said Section 21; thence North 00°28'40" West 164.26 feet along the West line of said Section 21 to the point of beginning. Excepting therefrom the rights of the public in and

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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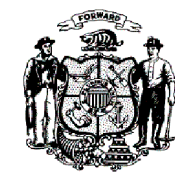
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



# EXHIBIT B PROPOSED FINAL PLAT

LOT 1  
C.S.M. #3089

# THE GLEN AT WATERS EDGE

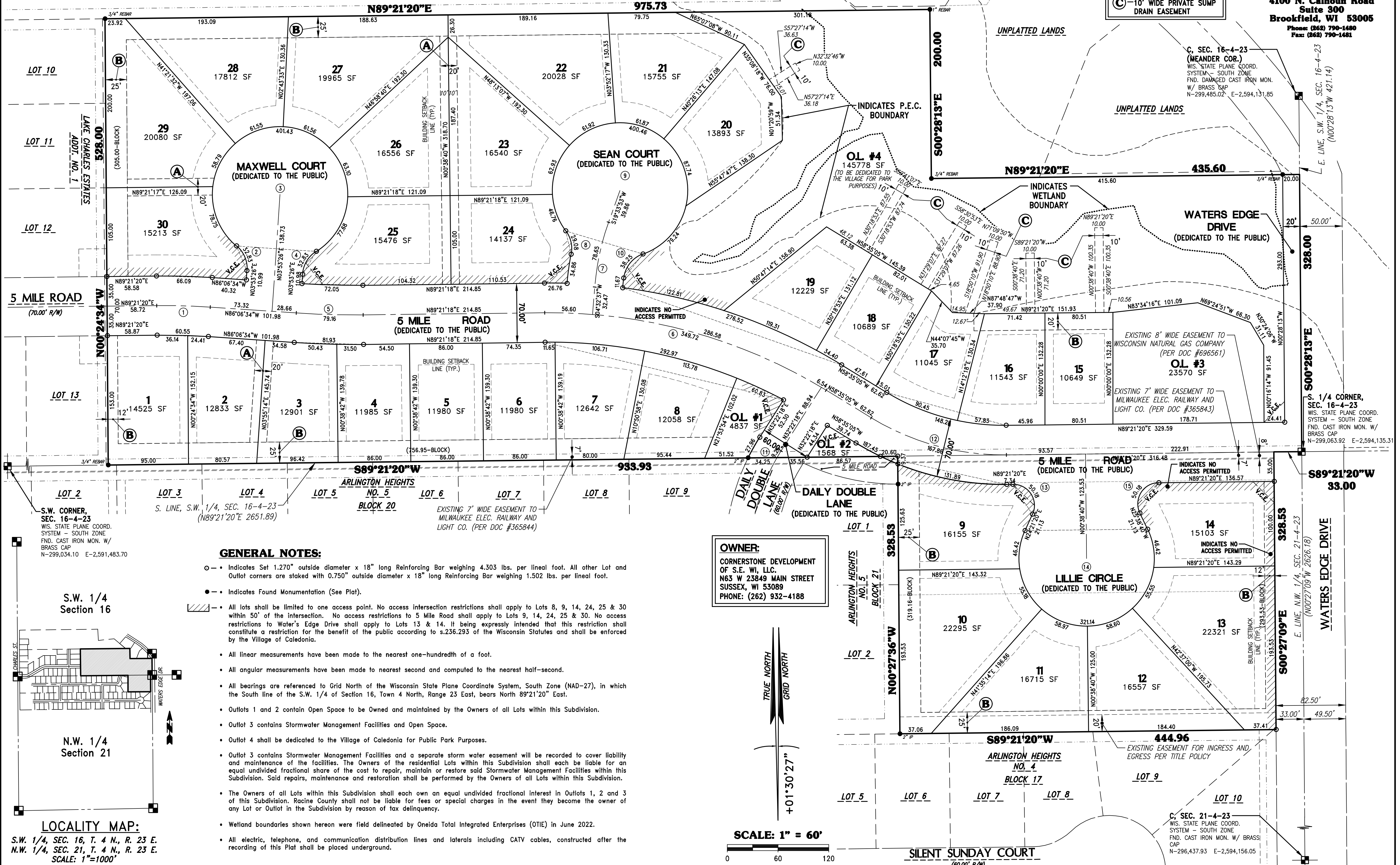
BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, ALL IN TOWN 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

### EASEMENT LEGEND:

- (A) - 20' WIDE PUBLIC STORM SEWER EASEMENT (GRANTED TO THE VILLAGE OF CALEDONIA)
- (B) - PUBLIC DRAINAGE & UTILITY EASEMENT (WIDTH VARIES) (GRANTED TO THE VILLAGE OF CALEDONIA)
- (C) - 10' WIDE PRIVATE SUMP DRAIN EASEMENT



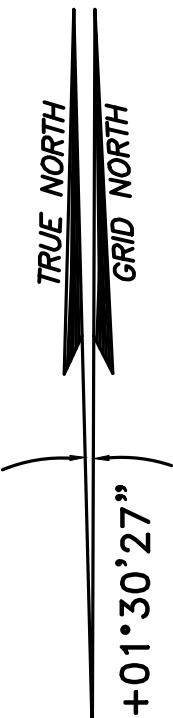
4100 N. Calhoun Road  
Suite 300  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481



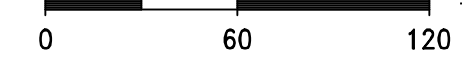
### GENERAL NOTES:

- - Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- - Indicates Found Monumentation (See Plat).
- ▨ - All lots shall be limited to one access point. No access intersection restrictions shall apply to Lots 8, 9, 14, 24, 25 & 30 within 50' of the intersection. No access restrictions to 5 Mile Road shall apply to Lots 9, 14, 24, 25 & 30. No access restrictions to Waters Edge Drive shall apply to Lots 13 & 14. It being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin Statutes and shall be enforced by the Village of Caledonia.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the S.W. 1/4 of Section 16, Town 4 North, Range 23 East, bears North 89°21'20" East.
- Outlots 1 and 2 contain Open Space to be Owned and maintained by the Owners of all Lots within this Subdivision.
- Outlot 3 contains Stormwater Management Facilities and Open Space.
- Outlot 4 shall be dedicated to the Village of Caledonia for Public Park Purposes.
- Outlot 3 contains Stormwater Management Facilities and a separate storm water easement will be recorded to cover liability and maintenance of the facilities. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- The Owners of all Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1, 2 and 3 of this Subdivision. Racine County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Wetland boundaries shown hereon were field delineated by Oneida Total Integrated Enterprises (OTIE) in June 2022.
- All electric, telephone, and communication distribution lines and laterals including CATV cables, constructed after the recording of this Plat shall be placed underground.

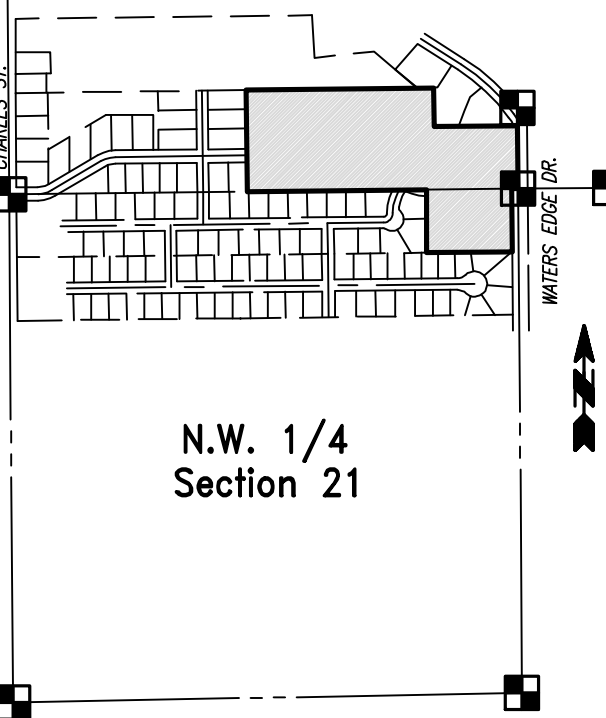
**OWNER:**  
CORNERSTONE DEVELOPMENT  
OF S.E. WI, LLC.  
N63 W 23849 MAIN STREET  
SUSSEX, WI 53089  
PHONE: (262) 932-4188



SCALE: 1" = 60'



S.W. 1/4  
Section 16



### LOCALITY MAP:

S.W. 1/4, SEC. 16, T. 4 N., R. 23 E.  
N.W. 1/4, SEC. 21, T. 4 N., R. 23 E.  
SCALE: 1"=1000'

C, SEC. 16-4-23  
(MEANDER COR.)  
WIS. STATE PLANE COORD.  
SYSTEM - SOUTH ZONE  
FND. DAMAGED CAST IRON MON.  
W/ BRASS CAP  
N-299,485.02' E-2,594,131.85

INDICATES WETLAND  
BOUNDARY

EXISTING 8" WIDE EASEMENT TO  
WISCONSIN NATURAL GAS COMPANY  
(PER DOC #696561)  
OL #3  
23570 SF

EXISTING 7" WIDE EASEMENT TO  
MILWAUKEE ELEC. RAILWAY AND  
LIGHT CO. (PER DOC #365843)

S. 1/4 CORNER,  
SEC. 16-4-23  
WIS. STATE PLANE COORD.  
SYSTEM - SOUTH ZONE  
FND. CAST IRON MON. W/  
BRASS CAP  
N-299,063.92' E-2,594,135.31

SILENT SUNDAY COURT  
(60.00' R/W)

DATED THIS 22ND DAY OF MAY, 2023

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

SHEET 1 OF 3

X:\2023\22-040-796 THE GLEN AT WATERS EDGE CALEDONIA DRAWINGS SURVEY PLATS\66PFL01.DWG

# THE GLEN AT WATERS EDGE

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

CURVE TABLE:								
NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	C/L	800.00	4'32"06"	63.32	63.30	S88°22'37"E	N89°21'20"E	S86°06'34"E
	30	835.00	4'32"06"	66.09	66.07	S88°22'37"E	N89°21'20"E	S86°06'34"E
	SOUTH	765.00	4'32"06"	60.55	60.53	S88°22'37"E	N89°21'20"E	S86°06'34"E
	1	765.00	2'42"26"	36.14	36.14	S89°17'27"E	N89°21'20"E	S87°56'14"E
	2	765.00	1'49"40"	24.41	24.40	S87°01'24"E	S87°56'14"E	S86°06'34"E
2	30	35.00	53'45"01"	32.83	31.64	N22°59'05"W	N03°53'26"E	N49°51'35"W
3	CUL-DE-SAC	80.00	287°30'02"	401.43	94.61	S86°06'34"E	N49°51'35"W	S57°38'27"W
	30	80.00	56°23'52"	78.75	75.61	S21°39'39"E	S06°32'17"W	S49°51'35"E
	29	80.00	42°06'11"	58.79	57.47	S27°35'22.5"W	S48°38'28"W	S06°32'17"W
	28	80.00	44°05'05"	61.55	60.05	S70°41'00.5"W	N87°16'27"W	S48°38'28"W
	27	80.00	44°05'21"	61.56	60.05	N65°13'46.5"W	N43°11'06"W	N87°16'27"W
	26	80.00	45°11'23"	63.10	61.47	N20°35'24.5"W	N02°00'17"E	N43°11'06"W
	25	80.00	55°38'10"	77.68	74.67	N29°49'22"E	N57°38'27"E	N02°00'17"E
4	25	35.00	53'45"01"	32.83	31.64	N30°45'56.5"E	N03°53'26"E	N57°38'27"E
5	C/L	1000.00	4'32"08"	79.16	79.14	S88°22'38"E	S86°06'34"E	N89°21'18"E
	25	965.00	4'16"42"	72.05	72.04	S88°30'21"E	S86°22'00"E	N89°21'18"E
	SOUTH	1035.00	4'32"08"	81.93	81.91	S88°22'38"E	S86°06'34"E	N89°21'18"E
	3	1035.00	2'47'30"	50.43	50.42	S87°30'19"E	S86°06'34"E	S88°54'04"E
	4	1035.00	1'44'38"	31.50	31.50	S89°46'23"E	S88°54'04"E	N89°21'18"E

## PRESERVATION RESTRICTIONS:

Those areas identified as Wetland and Primary Environmental Corridor (PEC) as shown on Outlot 4 of this Plat shall be subject to the following restrictions:

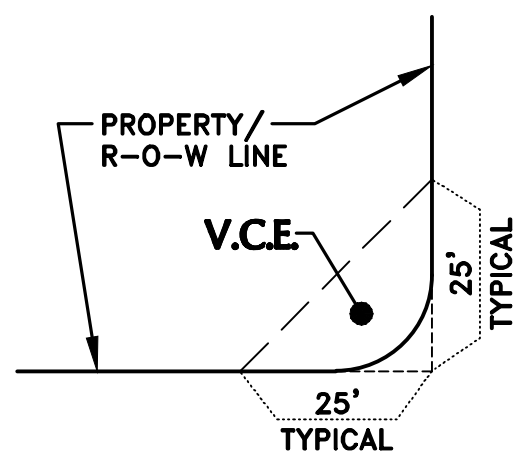
- Grading, filling, and excavation shall be prohibited in said Preservation Area, except as may be required for Nature Walking Trails. Filling of Wetlands and Floodplain is subject to approval by the City of Pewaukee and the Department of Natural Resources.
- Construction of structures within said Preservation Area shall be prohibited.
- Removal or destruction of any vegetative cover, i.e., trees, shrubs, wildflowers, sedges, grasses, and the like, shall be prohibited with the exception of dead or diseased vegetation removal and noxious weeds as defined in the City municipality weed control ordinance, except as may be required for Nature Walking Trails.
- Introduction of plant material not indigenous to the existing environment of the Preservation Area shall be prohibited in the Preservation Area.
- Grazing by domesticated animals (e.g., horses, pigs, sheep and cows) shall be prohibited within said Preservation Area.
- No dumping of solid or liquid waste or driving of motorized vehicles will be allowed within any Outlot or Open Space Area. Vegetative debris is also "solid waste".

## BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single and multi-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

## VISION CORNER EASEMENT DETAIL: (V.C.E.)

V.C.E. APPLIES TO:  
Lots 9, 14, 14, 25 and 30 and Outlots 1, 2 and 4 are subject to a Vision Corner Easement as shown on this Plat in that the height of all plantings, berms, fences, signs or other structures within the Vision Corner Easement is limited to 24 inches above the elevation of the center of the intersection. No access to any roadway shall be permitted within the Vision Corner Easement.

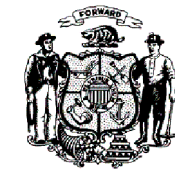


4100 N. Calhoun Road  
Suite 300  
Brookfield, WI 53005  
Phone: (262) 790-1490  
Fax: (262) 790-1481

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

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



CURVE TABLE:								
NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
6	C/L	625.00	32°03'37"	349.72	345.18	S74°36'53.5"E	N89°21'18"E	S58°35'05"E
	C/L-WEST	625.00	5°11'19"	56.60	56.58	S88°03'02.5"E	N89°21'18"E	S85°27'23"E
	C/L-CENTER	625.00	26°16'19"	286.58	284.08	S72°19'13.5"E	S82°27'23"E	S59°11'04"E
	C/L-EAST	625.00	0°35'59"	6.54	6.54	S58°53'04.5"E	S59°11'04"E	S58°35'05"E
	24	660.00	2°19'23"	26.76	26.76	S89°29'00.5"E	N89°21'18"E	S88°19'19"E
	NORTH	660.00	24°00'19"	276.52	274.50	S70°35'14.5"E	S82°35'24"E	S58°35'05"E
	O.L. 4	660.00	10°39'39"	122.81	122.63	S77°15'34.5"E	S82°35'24"E	S71°55'45"E
	19	660.00	10°21'28"	119.31	119.15	S66°45'01"E	S71°55'45"E	S61°34'17"E
	18	660.00	2°59'12"	34.40	34.40	S60°04'41"E	S61°34'17"E	S58°35'05"E
	SOUTH	590.00	28°27'01"	292.97	289.97	S76°25'11.5"E	N89°21'18"E	S62°11'41"E
	6	590.00	1°07'53"	11.65	11.65	N89°55'14.5"E	N89°21'18"E	S89°30'49"E
	7	590.00	10°21'47"	106.71	106.57	S84°19'55.5"E	S89°30'49"E	S79°09'02"E
	8	590.00	11°02'56"	113.78	113.60	S73°37'34"E	S79°09'02"E	S68°06'06"E
	O.L. 1	590.00	5°54'25"	60.83	60.80	S65°08'53.5"E	S68°06'06"E	S62°11'41"E
7	C/L	300.00	15°01'16"	78.65	78.43	N12°03'15"E	N04°32'37"E	N19°33'53"E
	24	333.00	5°59'51"	34.86	34.84	N07°50'06.5"E	N04°50'11"E	N10°50'02"E
	O.L. 4	267.00	2°30'17"	11.67	11.67	N06°09'40.5"E	N04°54'32"E	N07°24'49"E
8	24	35.00	47°36'42"	29.08	28.25	N12°58'19"W	N10°50'02"E	N36°46'40"W
9	CUL-DE-SAC	80.00	286°48'40"	400.46	95.38	S73°22'20"E	N36°46'40"W	S70°02'00"W
	24	80.00	33°29'10"	46.76	46.09	N20°02'05"W	N36°46'40"W	N03°17'30"W
	23	80.00	45°04'23"	62.93	61.32	N19°14'41.5"E	N03°17'30"W	N41°46'53"E
	22	80.00	44°20'50"	61.92	60.39	N63°57'18"E	N41°46'53"E	N86°07'43"E
	21	80.00	44°18'30"	61.87	60.34	S71°43'02"E	N86°07'43"E	S49°33'47"E
	20	80.00	62°50'27"	87.74	83.41	S18°08'33.5"E	S49°33'47"E	S13°16'40"W
	O.L. 4	80.00	56°45'20"	79.24	76.05	S41°39'20"W	S13°16'40"W	S70°02'00"W
10	O.L. 4	35.00	62°37'11"	38.25	36.38	N38°43'24.5"E	N07°24'49"E	N70°02'00"E
11	C/L	236.24	2°14'37"	9.25	9.25	N31°14'59.5"E	N30°07'41"E	N32°22'18"E
	O.L. 1	266.24	6°01'00"	27.96	27.95	N29°21'48"E	N26°21'18"E	N32°22'18"E
12	C/L	300.00	32°03'35"	167.86	165.68	S74°36'52.5"E	S58°35'05"E	N89°21'20"E
	NORTH	265.00	32°03'35"	148.28	146.35	S74°36'52.5"E	S58°35'05"E	N89°21'20"E
	17	265.00	19°33'20"	90.45	90.01	S68°21'45"E	S58°35'05"E	S78°08'25"E
	16	265.00	12°30'15"	57.83	57.72	S84°23'32.5"E	S78°08'25"E	N89°21'20"E
	O.L. 2	335.00	5°38'07"	32.95	32.93	S61°24'08.5"E	S58°35'05"E	S64°13'12"E
	9	335.00	22°33'27"	131.89	131.04	S79°21'56.5"E	S68°05'13"E	N89°21'20"E
13	9	25.00	115°00'00"	50.18	42.17	S33°08'40"E	N89°21'20"E	S24°21'20"W
14	CUL-DE-SAC	80.00	230°00'00"	321.14	145.01	N89°21'20"E	S24°21'20"W	N25°38'40"W
	9	80.00	33°14'40"	46.42	45.77	S07°44'00"W	S24°21'20"W	S08°53'20"E
	10	80.00	39°31'26"	55.18	54.10	S28°39'03"E	S08°53'20"E	S48°24'46"E
	11	80.00	42°13'54"	58.97	57.64	S69°31'43"E	S48°24'46"E	N89°21'20"E
	12	80.00	41°58'20"	58.60	57.30	N68°22'10"E	N89°21'20"E	N47°23'00"E
	13	80.00	39°46'59"	55.55	54.44	N27°29'30.5"E	N47°23'00"E	N07°36'01"E
	14	80.00	33°14'41"	46.42	45.77	N09°01'19.5"W	N07°36'01"E	N25°38'40"W
15	14	25.00	115°00'00"	50.18	42.17	N31°51'20"E	N25°38'40"W	N89°21'20"E



# THE GLEN AT WATERS EDGE

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

## SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have Surveyed, divided and mapped a subdivision of a part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 16 and the Northeast 1/4 of the Northwest 1/4 of Section 21, all in Town 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 16; Thence South 89°21'20" West and along the South line of the said Southwest 1/4 of said Section 16, 33.00 feet to a point on the West Right-of-Way line of "Erie Street" and the place of beginning of lands hereinafter described;

Thence South 00°27'09" East and along the said West Right-of-Way line, 328.53 feet to a point; Thence South 89°21'20" West and along the North line of "Arlington Heights No. 4" (A Subdivision Plat of Record), 444.96 feet to a point; Thence North 00°27'09" West and along the East line of "Arlington Heights No. 5" (A Subdivision Plat of Record), 328.53 feet to a point on the said South line of the said Southwest 1/4 of said Section 16; Thence South 89°21'20" West and along the said South line of the said Southwest 1/4 Section, 933.93 feet to a point; Thence North 00°24'34" West and along the East line of "Lake Charles Estates" (A Subdivision Plat of Record), 528.00 feet to a point on the South line of Lot 1 of Certified Survey Map No. 3089; Thence North 89°21'20" East and along the said South line and the Easterly extension thereof, 975.73 feet to a point; Thence South 00°28'13" East, 200.00 feet to a point; Thence North 89°21'20" East, 435.60 feet to a point on the East line of the said Southwest 1/4 of said Section 16; Thence South 00°28'13" East and along the said East line, 328.00 feet to the point of beginning of this description.

Said Parcel contains 804,389 Square Feet (or 18.4662 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of CORNERSTONE DEVELOPMENT OF S.E. WI, LLC, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Caledonia, Racine County, Wisconsin in surveying, dividing and mapping the same.

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Grady L. Gosser, P.L.S.  
Professional Land Surveyor, S-2972  
TRIO ENGINEERING, LLC  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481

## UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

CORNERSTONE DEVELOPMENT OF S.E. WI, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T WISCONSIN, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, Grantee, AND

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

## CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

CORNERSTONE DEVELOPMENT OF S.E. WI, LLC, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Corporation has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

### APPROVING AGENCIES:

1. Village of Caledonia

### AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration
2. Racine County Planning and Development

Witness the hand and seal of said Owner this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CORNERSTONE DEVELOPMENT OF S.E. WI, LLC

\_\_\_\_\_  
John Wahlen, Member

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WAUKESHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named John Wahlen, Member of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Public, \_\_\_\_\_ County, WI  
My Commission Expires: \_\_\_\_\_

## CONSENT OF CORPORATE MORTGAGEE:

SPRING BANK, a Corporation duly organized and existing by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of CORNERSTONE DEVELOPMENT OF S.E. WI, LLC, owner, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

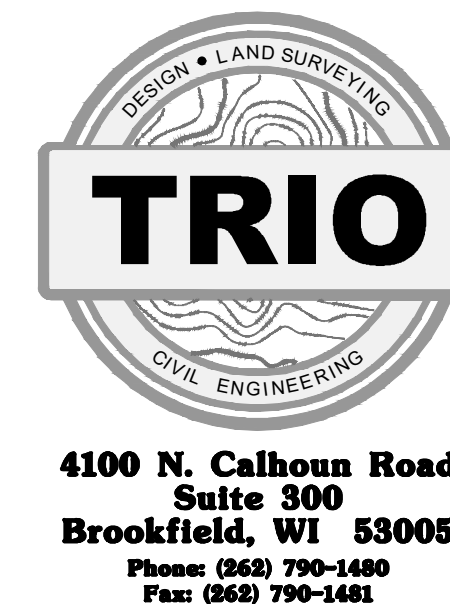
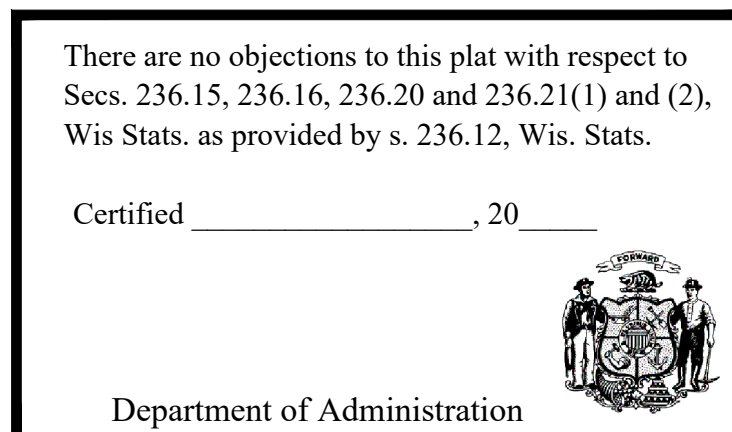
SPRING BANK

\_\_\_\_\_  
Glenn Michaelsen, Vice President

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

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named Glenn Michaelsen, Vice President of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Public, \_\_\_\_\_ County, WI  
My Commission Expires: \_\_\_\_\_



## CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WAUKESHA)

I, Jeff Latus, being duly elected, qualified and acting Treasurer of the County of Racine, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_ on any of the land included in the Plat of "THE GLEN AT WATERS EDGE".

\_\_\_\_\_  
Jeff Latus, County Treasurer

## CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WAUKESHA )

I, Wayne Krueger, being duly appointed, qualified and acting Finance Director of the Village of Caledonia, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_ on any of the land included in the Plat of "THE GLEN AT WATERS EDGE".

\_\_\_\_\_  
Wayne Krueger, Village Finance Director

## VILLAGE BOARD APPROVAL:

Resolved that this Plat known as "THE GLEN AT WATERS EDGE", in the Village of Caledonia, Racine County, Wisconsin, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of Trustees of the Village of Caledonia on the \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Tom Weatherston, Village President

\_\_\_\_\_  
Joslyn M. Hoefert, Village Clerk

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

**THIS AMENDED DEVELOPMENT AGREEMENT** (the "Agreement") is entered into as of June \_\_\_\_\_, 2023 by and between **CORNERSTONE DEVELOPMENT OF S.E. WISCONSIN, LLC**, a Wisconsin limited liability company, its successors and/or assigns ("Developer"), and the **VILLAGE OF CALEDONIA, WISCONSIN**, a Wisconsin municipal corporation ("Village"), collectively the "Parties".

**RECITALS**

Village and Developer acknowledge the following:

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

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

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

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

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

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

## **AGREEMENTS**

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

### **ARTICLE I DEFINITIONS**

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

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

14. "Property" means that certain real property to be described in a Plat, and which is currently described in Exhibit A, attached hereto, containing approximately 18.5 acres. When the Plat is recorded, Exhibit A will be substituted with the Plat description. The Plat will contain the 30 single family lots and the Adjoining Village Property;

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

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

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

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

### **ARTICLE III CLOSING**

The Parties agree that the closing of the sale (the "Closing") of the Property to Developer by Village shall take place effective as of December 31, 2022 and recording of the deed of conveyance shall occur within 90 days of the last to occur of the following:

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

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

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

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

**ARTICLE IV  
DEVELOPER ACTIVITIES AND OBLIGATIONS**

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

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

1. not less than \$1,000,000 by January 1, 2023;
2. not less than \$1,500,000 by January 1, 2024;
3. not less than \$4,500,000 by January 1, 2025;
4. not less than \$10,500,000 by January 1, 2026;
5. not less than \$ 13,500,000 by January 1, 2027;
6. not less than \$15,000,000 by January 1, 2028 (the "Completion Date") and thereafter during the Term of this Agreement.

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

C. For the year 2025 and thereafter ending at the end of the year in which the full fair market value reaches \$15,000,000, Developer guarantees that the ad valorem property taxes assessed against the Property shall be based on not less than the Minimum Guaranteed Value as set forth in Article IV(B) above, multiplied by the relevant assessment ratio. Developer agrees that, in the event that the property taxes to be paid with respect to the Property for any year covered by this Agreement are based on a value less than the amount of the relevant Guaranteed Minimum Value, the Village may submit a bill to Developer for the difference (a "Make Up Payment"). Such billing shall be submitted to Developer by the Village Treasurer by March 1 of the relevant year and, shall be paid in full by Developer, without interest thereon, by March 31 of that year. By way of example, should the assessment ratio be 98% and the mill rate be \$21.07 per \$1,000 of assessed value for tax year 2025, the amount of ad valorem property taxes required under this Agreement for tax year 2025 would be \$113,567. If the value for tax year 2025 instead be \$5,000,000, the assessment ratio be 98%, and the mill rate be \$21.07 per \$1,000 of assessed value, the amount of ad valorem real estate taxes for tax year 2025 would be \$103,243 and the Make Up Payment would be \$10,324, billable by March 1, 2026 and fully payable by March 31, 2026.

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

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

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

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

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

a) Extension of 5 Mile Road and construction of all other public roadways within the Property.

b) Providing public water service to the Project perimeter.

- c) Providing public sanitary sewer service to the Project perimeter.
- d) Providing public park on Adjoining Village property.

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

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

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

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

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

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

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

## ARTICLE V



## **VILLAGE ACTIVITIES AND OBLIGATIONS**

A. The Village shall, within 30 days of execution of this Agreement, provide to Developer a standard title commitment for the Property, in the amount of \$1,000,000. Said commitment shall be brought up to the date of Closing, by Village. Within 20 days of receipt of any title commitment from Village, Developer shall notify Village of any objection it has to the status of title and Village shall have 90 days thereafter to cure any objection.

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

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

D. In the event Developer's reimbursement expenses, as provided in Article IV, (F) 1 exceed \$2,700,000, Village shall reimburse such excess, without interest, from Tax Increments received, commencing with Tax Increments generated in 2025, at the rate of 30% of Tax Increments, per year, until paid in full.

## **ARTICLE VI NO PARTNERSHIP OR VENTURE**

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

## **ARTICLE VII CONFLICT OF INTEREST**

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

**ARTICLE VIII  
WRITTEN NOTICES**

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

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

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

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

**ARTICLE IX  
DEFAULT**

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

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

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

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

following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

4. Developer:

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

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

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

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

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

f) shall cease to exist.

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

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

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

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

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

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

## **ARTICLE X MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature pages to follow]*



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

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

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

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

Its: \_\_\_\_\_

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

STATE OF WISCONSIN    }  
  }ss.  
MILWAUKEE COUNTY    }

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named John Wahlen, the member of Cornerstone Development of S.E. Wisconsin, LLC, to me known to be the person who executed the foregoing agreement on behalf of Cornerstone Development of S.E. Wisconsin, LLC and by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_.

**VILLAGE OF CALEDONIA**

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

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

STATE OF WISCONSIN    }  
                                  }ss.  
RACINE COUNTY    }

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named, respectively, of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is permanent.

39787118\_1.DOCX

# EXHIBIT A

## COMMITMENT FOR TITLE INSURANCE

Issued By



### SCHEDULE C

The Land is described as follows:

Tax Key No: 104-04-23-16-021-000

That part of the fractional Southwest 1/4 of Section 16, Township 4 North, Range 23 East, bounded as follows: Begin at the Southwest corner of said Section 16: run thence South 89°52'30" East 1237.5 feet to the point of beginning of this description; continue thence South 89°53'30" East along the South line of said Section, 1414.53 feet; thence North 0°18'20" East 328.00 feet; thence North 89°53'30" West 435.60 feet; thence North 0°18'20" East 200.00 feet; thence North 89°53'50" West 979.03 feet; thence South 0°18'20" West 528.00 feet to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

Tax Key No: 104-04-23-21-016-000 and 104-04-23-21-021-000

That part of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at a Racine County cast-iron monument marking the North 1/4 corner of said Section; run thence South 00° 27' 09" East 328.53 feet on the North-South 1/4 line of said Section to the South line of the North 20 acres of said Section; thence South 89° 21' 20" West 478.00 feet on said South line; thence North 00° 27' 09" West 328.53 feet to the North line of said Section; thence North 89° 21' 20" East 478.00 feet on said North line to the point of beginning. EXCEPTING THEREFROM the rights of the public in and to Erie Street. ALSO subject to an easement for ingress and egress over the South 20 feet in width thereof. ALSO EXCEPTING THEREFROM the North 33 feet thereof. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No: 104-04-23-21-016-010

The Northerly 33 feet of the following parcel of land:

The East 478 feet of the North 10 acres of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, and more particularly described as follows: That part of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at a standard Racine County Monument marking the Northwest corner of said Section 21; run thence North 89°21'20" East 33.00 feet to a 3/4 inch diameter iron rod; continue thence North 89°21'20" East 2602.42 feet to a 3/4 inch diameter iron rod stake; continue thence North 89°21'20" East 16.50 feet to a standard Racine County monument marking the North 1/4 corner of said Section 21; thence South 00°29'09" East 164.26 feet along the North-South 1/4 line of said Section 21; thence South 89°21'20" West 16.50 feet to a 3/4 inch diameter iron rod stake; continue thence South 89°21'20" West 2602.35 feet to a 3/4 inch diameter iron rod stake; continue thence 33.00 feet to the West line of said Section 21; thence North 00°28'40" West 164.26 feet along the West line of said Section 21 to the point of beginning. Excepting therefrom the rights of the public in and

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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EXHIBIT A

**SCHEDULE C**

(Continued)

to Charles Street and in and to Erie Street. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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EXHIBIT C  
REPRESENTATIVE ARCHITECTURE





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

EXHIBIT D-1

Rev. Year	Increment Revenue			Share of Admin. Expenses	Expenses						Total Expenses	Revenues Less Expenditures	Fund Balance	
	E.V. Increment	TID E.V. Mill Rate	Increment Revenue		W.P. Parking Lots		Ryder Property		Infrastructure				Project Fund Balance	Principal Remaining
					144,000 2.00% 2019 Principal	Amount Rate Year Interest	535,000 2.00%* 2021 Principal	Amount Rate Year Interest	1,700,000 4.00% 2023 Principal	NET Amount Rate Year Interest				
1 2021	--	20.00	--	4,000	--	2,880	--	--	--	--	6,880	(6,880)	(80,000)	
2 2022	--	19.22	--	4,000	--	2,880	--	11,955	--	--	18,835	(18,835)	(86,880)	679,000
3 2023	--	19.22	--	4,000	--	2,880	--	7,970	--	34,000	48,850	(48,850)	(154,565)	2,379,000
4 2024	631,200	19.22	12,129	4,000	--	2,880	60,000	7,370	--	68,000	142,250	(130,121)	(84,686)	2,319,000
5 2025	1,131,200	19.22	21,737	4,000	--	2,880	100,000	5,770	--	68,000	180,650	(158,913)	(443,599)	2,219,000
6 2026	5,131,200	19.22	98,600	4,000	--	2,880	130,000	4,120	--	68,000	209,000	(110,400)	(553,999)	2,089,000
7 2027	11,131,200	19.22	213,895	4,000	--	2,880	95,000	2,900	--	68,000	172,780	41,115	(512,885)	1,994,000
8 2028	14,131,200	19.22	271,542	4,000	72,000	2,880	25,000	2,155	--	68,000	174,035	97,507	(415,378)	1,897,000
9 2029	14,631,200	19.22	281,150	4,000	72,000	1,440	20,000	1,830	--	68,000	167,270	113,880	(301,498)	1,805,000
10 2030	14,631,200	19.22	281,150	4,000	--	--	105,000	840	--	68,000	177,840	103,310	(198,188)	1,700,000
11 2031	14,631,200	19.22	281,150	4,000	--	--	--	--	115,000	68,000	187,000	94,150	(104,034)	1,585,000
12 2032	14,631,200	19.22	281,150	4,000	--	--	--	--	120,000	63,400	187,400	93,750	(10,289)	1,465,000
13 2033	14,631,200	19.22	281,150	4,000	--	--	--	--	125,000	58,600	187,600	93,550	83,261	1,340,000
14 2034	14,631,200	19.22	281,150	4,000	--	--	--	--	130,000	53,600	187,600	93,550	176,811	1,210,000
15 2035	14,631,200	19.22	281,150	4,000	--	--	--	--	135,000	48,400	187,400	93,750	270,560	1,075,000
16 2036	14,631,200	19.22	281,150	4,000	--	--	--	--	140,000	43,000	187,000	94,150	364,710	935,000
17 2037	14,631,200	19.22	281,150	4,000	--	--	--	--	145,000	37,400	186,400	94,750	459,460	790,000
18 2038	14,631,200	19.22	281,150	4,000	--	--	--	--	150,000	31,600	185,600	95,550	555,010	640,000
19 2039	14,631,200	19.22	281,150	4,000	--	--	--	--	155,000	25,600	184,600	96,550	651,559	485,000
20 2040	14,631,200	19.22	281,150	4,000	--	--	--	--	160,000	19,400	183,400	97,750	749,309	325,000
21 2041	14,631,200	19.22	281,150	4,000	--	--	--	--	170,000	13,000	187,000	94,150	843,459	155,000
22 2042	14,631,200	19.22	281,150	4,000	--	--	--	--	155,000	6,200	165,200	115,950	959,409	--
23 2043	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	1,236,558	--
24 2044	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	1,513,708	--
25 2045	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	1,790,858	--
26 2046	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	2,068,008	--
27 2047	14,631,200	19.22	281,150	4,000	--	--	--	--	--	--	4,000	277,150	2,345,157	--
					144,000	24,480	535,000	44,910	1,700,000	978,200				

EXHIBIT D-1  
 FINANCIAL PROJECTIONS

*Review*



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

EXHIBIT D-2

Rev. Year	Increment Revenue			30.00% of Increment Revenue Up To \$ 500,000	Share of Admin. Expenses	Expenses						Total Expenses	Revenues Less Expenditures	Fund Balance					
	E.V. Increment	TID E.V. Mill Rate	Increment Revenue			W.P. Parking Lots		Ryder Property		Infrastructure				Principal	Interest	Principal	NET Amount	Project Fund Balance	Principal Remaining
						144,000 2.00% 2019	Amount Rate Year	535,000 2.00%* 2021	Amount Rate Year	1,700,000 4.00% 2023	NET Amount Year								
1 2021		20.00	--	--	4,000	--	2,880	--	--	--	--	--	6,880	(6,880)	(86,880)	679,000			
2 2022		19.22	--	--	4,000	--	2,880	--	11,955	--	--	--	18,835	(18,835)	(105,715)	679,000			
3 2023		19.22	--	--	4,000	--	2,880	--	7,970	--	34,000	--	48,850	(48,850)	(154,565)	2,379,000			
4 2024	631,200	19.22	12,129	--	4,000	--	2,880	60,000	7,370	--	68,000	--	142,250	(130,121)	(284,686)	2,319,000			
5 2025	1,131,200	19.22	21,737	--	4,000	--	2,880	100,000	5,770	--	68,000	--	180,650	(158,913)	(443,599)	2,219,000			
6 2026	5,131,200	19.22	98,600	29,580	4,000	--	2,880	130,000	4,120	--	68,000	--	238,580	(139,489)	(583,579)	2,089,000			
7 2027	11,131,200	19.22	213,895	64,168	4,000	--	2,880	95,000	2,900	--	68,000	--	236,948	(24,054)	(607,613)	1,994,000			
8 2028	14,131,200	19.22	271,542	81,463	4,000	72,000	2,880	25,000	2,155	--	68,000	--	255,498	16,044	(590,589)	1,897,000			
9 2029	14,631,200	19.22	281,150	84,345	4,000	72,000	1,440	20,000	1,830	--	68,000	--	251,615	29,535	(561,054)	1,805,000			
10 2030	14,631,200	19.22	281,150	84,345	4,000	--	--	105,000	840	--	68,000	--	262,185	18,965	(542,089)	1,700,000			
11 2031	14,631,200	19.22	281,150	84,345	4,000	--	--	--	--	115,000	68,000	--	271,345	9,805	(532,284)	1,585,000			
12 2032	14,631,200	19.22	281,150	71,754	4,000	--	--	--	--	120,000	63,400	--	259,154	21,995	(510,289)	1,465,000			
13 2033	14,631,200	19.22	281,150	--	4,000	--	--	--	--	125,000	58,600	--	187,600	93,550	(416,739)	1,340,000			
14 2034	14,631,200	19.22	281,150	--	4,000	--	--	--	--	130,000	53,600	--	187,600	93,550	(321,187)	1,210,000			
15 2035	14,631,200	19.22	281,150	--	4,000	--	--	--	--	135,000	48,400	--	187,400	93,750	(229,440)	1,075,000			
16 2036	14,631,200	19.22	281,150	--	4,000	--	--	--	--	140,000	43,000	--	187,000	94,150	(135,290)	935,000			
17 2037	14,631,200	19.22	281,150	--	4,000	--	--	--	--	145,000	37,400	--	186,400	94,750	(40,540)	790,000			
18 2038	14,631,200	19.22	281,150	--	4,000	--	--	--	--	150,000	31,600	--	185,600	95,550	55,010	640,000			
19 2039	14,631,200	19.22	281,150	--	4,000	--	--	--	--	155,000	25,600	--	184,600	96,550	151,559	485,000			
20 2040	14,631,200	19.22	281,150	--	4,000	--	--	--	--	160,000	19,400	--	183,400	97,750	249,309	325,000			
21 2041	14,631,200	19.22	281,150	--	4,000	--	--	--	--	170,000	13,000	--	187,000	94,150	343,459	155,000			
22 2042	14,631,200	19.22	281,150	--	4,000	--	--	--	--	155,000	6,200	--	165,200	115,950	459,409	--			
23 2043	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	--	4,000	277,150	736,558	--			
24 2044	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	--	4,000	277,150	1,013,708	--			
25 2045	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	--	4,000	277,150	1,290,858	--			
26 2046	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	--	4,000	277,150	1,568,008	--			
27 2047	14,631,200	19.22	281,150	--	4,000	--	--	--	--	--	--	--	4,000	277,150	1,845,157	--			
				500,000	108,000	144,000	24,480	535,000	44,910	1,700,000	978,200								

EXHIBIT D-2  
FINANCIAL PROJECTIONS

- 22 -



**EXHIBIT E**

**Memorandum of Amended Development Agreement**

**MEMORANDUM OF AMENDED  
DEVELOPMENT AGREEMENT**

Document Number

Document Title

**THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (“Memorandum”)** is made effective as of the \_\_\_\_ day of June, 2023, by and between **CORNERSTONE DEVELOPMENT OF S.E. WISCONSIN, LLC**, a Wisconsin limited liability company, its successors and/or assigns (the “Developer”) and the **VILLAGE OF CALEDONIA**, a municipal corporation of Racine County, Wisconsin (“Village”).

Recording Area

Name and Return Address  
Alan Marcuvitz, Esq.  
von Briesen & Roper, S.C.  
411 East Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202

**WITNESSETH:**

PIN

**WHEREAS**, Developer and the Village entered into that certain Amended Development Agreement dated as of June \_\_\_\_, 2023 (“**Agreement**”). The full Agreement is available for inspection and copies can be obtained at the Village of Caledonia Village Hall; and

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

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

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

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

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

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

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

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

**DEVELOPER:**

**VILLAGE:**

CORNERSTONE DEVELOPMENT OF  
S.E. WISCONSIN, LLC,

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas Weatherston

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

STATE OF WISCONSIN     )  
  )ss.  
\_\_\_\_\_ COUNTY     )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named \_\_\_\_\_, the \_\_\_\_\_ of Cornerstone Development of S.E. Wisconsin, LLC, to me known to be the person who executed the foregoing agreement on behalf of the Developer and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
RACINE COUNTY     )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Thomas Weatherston and Joslyn Hoeffert, Village President and Village Clerk, respectively of the Village of Caledonia, LLC, to me known to be the person who executed the foregoing agreement on behalf of the Village and by its authority.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission expires: \_\_\_\_\_

This Document was drafted by:  
Elaine Sutton Ekes  
State Bar No. 1028252  
Pruitt, Ekes & Geary S.C.  
245 Main St. Suite 404  
Racine, WI 53403

# EXHIBIT A

## COMMITMENT FOR TITLE INSURANCE

Issued By



**SCHEDULE C**

The Land is described as follows:

Tax Key No: 104-04-23-16-021-000

That part of the fractional Southwest 1/4 of Section 16, Township 4 North, Range 23 East, bounded as follows: Begin at the Southwest corner of said Section 16: run thence South 89°52'30" East 1237.5 feet to the point of beginning of this description; continue thence South 89°53'30" East along the South line of said Section, 1414.53 feet; thence North 0°18'20" East 328.00 feet; thence North 89°53'30" West 435.60 feet; thence North 0°18'20" East 200.00 feet; thence North 89°53'50" West 979.03 feet; thence South 0°18'20" West 528.00 feet to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

Tax Key No: 104-04-23-21-016-000 and 104-04-23-21-021-000

That part of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at a Racine County cast-iron monument marking the North 1/4 corner of said Section; run thence South 00° 27' 09" East 328.53 feet on the North-South 1/4 line of said Section to the South line of the North 20 acres of said Section; thence South 89° 21' 20" West 478.00 feet on said South line; thence North 00° 27' 09" West 328.53 feet to the North line of said Section; thence North 89° 21' 20" East 478.00 feet on said North line to the point of beginning. EXCEPTING THEREFROM the rights of the public in and to Erie Street. ALSO subject to an easement for ingress and egress over the South 20 feet in width thereof. ALSO EXCEPTING THEREFROM the North 33 feet thereof. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No: 104-04-23-21-016-010

The Northerly 33 feet of the following parcel of land:

The East 478 feet of the North 10 acres of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, and more particularly described as follows: That part of the Northwest 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at a standard Racine County Monument marking the Northwest corner of said Section 21; run thence North 89°21'20" East 33.00 feet to a 3/4 inch diameter iron rod; continue thence North 89°21'20" East 2602.42 feet to a 3/4 inch diameter iron rod stake; continue thence North 89°21'20" East 16.50 feet to a standard Racine County monument marking the North 1/4 corner of said Section 21; thence South 00°29'09" East 164.26 feet along the North-South 1/4 line of said Section 21; thence South 89°21'20" West 16.50 feet to a 3/4 inch diameter iron rod stake; continue thence South 89°21'20" West 2602.35 feet to a 3/4 inch diameter iron rod stake; continue thence 33.00 feet to the West line of said Section 21; thence North 00°28'40" West 164.26 feet along the West line of said Section 21 to the point of beginning. Excepting therefrom the rights of the public in and

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# EXHIBIT A

~~CONFIDENTIAL~~

(Continued)

to Charles Street and in and to Erie Street. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN  
LAND TITLE  
ASSOCIATION



## **ASSIGNMENT OF RIGHTS**

**THIS ASSIGNMENT OF RIGHTS** (“Assignment”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by CORNERSTONE DEVELOPMENT OF S.E. WISCONSIN, LLC, a Wisconsin limited liability company (“Cornerstone”).

**WHEREAS**, Cornerstone has executed an Amended Tax Increment District No. 5 Development Agreement (the “Development Agreement”) between the Village of Caledonia (the “Village”) and Cornerstone for the development of The Glen at Waters Edge (the “Project”); and

**WHEREAS**, in connection with the Project, Cornerstone has been granted the rights under the Development Agreement to assign its rights to a Village approved assignee; and

**WHEREAS**, Cornerstone desires to assign rights to an affiliated entity.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cornerstone and the assignee agree as follows:

1. Cornerstone herewith transfers and assigns to The Glen at Waters Edge LLC (“Assignee”), all rights under the Development Agreement including the right to take title to the property and perform the obligations of Cornerstone therein.
2. Notwithstanding the above, Cornerstone acknowledges that it is not released from the terms of the Agreement and remains an additional responsible party thereunder notwithstanding the terms of this Assignment.
3. This Assignment shall be governed, construed and enforce in accordance with the laws of the State of Wisconsin.

**[Signatures on Following Pages]**



**CONSENT TO ASSIGNMENT**

The Village of Caledonia, Wisconsin, a municipal corporation, herewith consents to the foregoing Assignment subject to the express understanding that such Assignment does not release Cornerstone of the obligations under the Development Agreement.

Dated: \_\_\_\_\_, 2023.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
Thomas Weatherstone, Village President

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

STATE OF WISCONSIN }  
  }ss.  
RACINE COUNTY        }

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Thomas Weatherstone and Joslyn M. Hoeffert, the Village President and Village Clerk, respectively, of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is permanent.

**RESOLUTION NO. 2023-64**

**RESOLUTION AUTHORIZING THE VILLAGE OF  
CALEDONIA TO CONTRACT WITH BAYCOM, INC. TO INSTALL  
EXISTING RADIO EQUIPMENT ON THE 7 MILE WATER TOWER**

**WHEREAS**, the Village of Caledonia is constructing a new Public Safety Facility, which will result in the vacation of the current Station 12 on Highway 32 and 5 Mile, and it is the intent of the Village to sell this property in the future; and

**WHEREAS**, existing radio infrastructure that serves the antenna equipment at the current Station 12, which hosts radio communication for Police and Fire on the east of the Village, has substantially degraded and is obsolete, and we are unable to replace it in its current format; and

**WHEREAS**, the Water tower at 7 Mile was built to accommodate antennas for these purposes, and the long-term plan and intent of the Village was to have antennas on this tower for Police & Fire radio communications; and

**WHEREAS**, Baycom, Inc. is the authorized Motorola representative in this area, and they are familiar with the Radio communications of the Village, Racine County, and surrounding municipalities, making them the most qualified firm to perform this work; and

**WHEREAS**, as part of this Resolution a budget modification is necessary to transfer \$87,900 from the Unassigned General Fund Balance to Capital Fund Balance account to offset the costs of the equipment installation, as shown in the attached Fiscal Note; and

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Caledonia, Racine County, Wisconsin, do hereby authorize the Village staff to enter into a sole source contract with Baycom, Inc. as outlined in Exhibit "A".

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, on this \_\_\_\_ day of June 2023.

By: \_\_\_\_\_  
Thomas R. Weatherston, President

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



**VILLAGE OF CALEDONIA**

FISCAL NOTE: AUTHORIZING THE VILLAGE OF CALEDONIA TO CONTRACT WITH BAYCOM, INC. TO INSTALL RADIO EQUIPMENT  
ON THE 7 MILE WATER TOWER

FISCAL YEAR: **2023**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	YEAR TO DATE EXPENDITURES	CURRENT BALANCE	BUDGET MODIFICATION	BUDGET AFTER MODIFICATION	REMAINING BUDGET BALANCE
<b>DEPARTMENT: POLICE DEPARTMENT</b>							
General Fund: Fund Balance							
Unassigned	100-34300-000	\$ (4,487,448)	\$ -	\$ (4,487,448)	\$ 87,900	\$ (4,399,548)	\$ (4,399,548)
General Fund: Transfer to							
Capital Projects	100-00-66300	\$ -	\$ -	\$ -	\$ (87,900)	\$ (87,900)	\$ (87,900)
Capital Projects Fund: Fund							
Balance Applied	400-00-49300	\$ (189,865)	\$ -	\$ (189,865)	\$ (87,900)	\$ (277,765)	\$ (277,765)
Capital Projects Fund:							
Equipment	400-30-65030	\$ 69,500	\$ 18,939	\$ 50,561	\$ 87,900	\$ 157,400	\$ 138,461
		<u>\$ (4,607,813)</u>	<u>\$ 18,939</u>	<u>\$ (4,626,751)</u>	<u>\$ -</u>	<u>\$ (4,607,813)</u>	<u>\$ (4,626,751)</u>

The budgeted modification is transferring \$87,000 from Fund Balance to cover the installation costs of the existing radio equipment which will be relocated to the 7 Mile Water Tower.

# BAYCOM

A Lifeline in the Moments that Matter

Quotation For	Vendor
Village of Caledonia	BAYCOM, INC.
Police and Fire	Attn: Dave Feiler
Attn: Chief Botsch	W239 N2890 Pewaukee Road
Attn: Chief Henningfeld	Pewaukee, WI 53072
	414-546-7625

**REVISED**

Quote #: Caledonia PD/FD Satellite Receiver Project / 05262023

Date 5/26/2023  
Quote valid until 7/25/2023

ITEM ID	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	1	DB222A / Fixed Station Antenna	\$754.00	\$754.00
	2	L4TNM-PS / Type N Male Connectors 1/2"	\$45.00	\$90.00
	150	L4DF-45A / 1/2" Foam Helix TX Line	\$4.75	\$712.50
	1	IS-B50HN-C2-MA / Polyphaser Lightning Suppression NM/NF	\$165.00	\$165.00
	1	Misc. Parts / Customer Jumper NM to NM	\$195.00	\$195.00
	1	BCDSRMC06-08AD / VHF 8 Channel Multicoupler	\$3,700.00	\$3,700.00
	3	Misc. Parts / Custom Jumper NM to NM for Multicoupler	\$585.00	\$1,755.00
	1	60" Cabinet for 7 Mile Tank	\$1,455.00	\$1,455.00
	1	Reprogramming of existing MTR2000 Stations / RX Only	\$435.00	\$435.00
	1	Technical Services: Install Rack, MultiCoupler and 3 MTR2000 Stations. Commission Microwave Links and Network to Existing RX Comparators at Summit and Existing (old) PD. <b>Assumption:</b> All MTR Stations are in good working order.	\$6,480.00	\$6,480.00
	1	Cambium 11 GHz Licensed PTP (Point to Point) Microwave <b>Includes:</b> One (1) 11 GHz Microwave link with 3 ft. dishes 10 MHz, 72 Mbps @ 99.999% reliability, 51 Mbps @ 100%. Three Analog Audio to IP Convertors, Link from 7 Mile Tank to Summit Water Tank, FCC Coordination and Licensing, Tower Infrastructure Installation, Professional Commissioning and Optimization. <b>Assumptions:</b> IP Connectivity will be provided by customer, through the Racine County network, for any links required outside what is being installed. No tower studies or tower (tank) engineering or tower modifications are provided in this proposal.	\$58,134.90	\$58,134.90
Redundancy	1	Back-Up / Cambium and Network Infrastructure <b>Includes:</b> One (1) Spare Modem, Two (2) Spare Lightning Protection Units, One (1) Spare High Frequency Range Radio, One (1) Low Frequency Range Radio and One (1) Analog Audio to IP Converter.	\$13,443.74	\$13,443.74

### Scope of Work to Follow

Approved By  
PO #

Total : \$87,320.14  
Shipping: \$579.86  
Total: \$87,900.00

Terms and Conditions can be found at <https://www.baycominc.com/baycom-operating-terms-conditions/>

We impose a surcharge of 2% on credit card purchases over \$1,000, which is not greater than our cost of acceptance

Billing Terms: 50% down payment; remaining balance due at completion / acceptance

All of the information listed on this proposal is confidential and proprietary information.

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms

## VILLAGE OF CALEDONIA POLICE DEPARTMENT

6900 Nicholson Road  
Caledonia, WI 53108  
Administration/Public Records  
262-835-4423  
Non-Emergency/Police Services  
262-886-2300



Chief of Police  
Christopher Botsch

### **Decommission the Radio Equipment at Station 12 and Transferring it to the Water Tower at 7 Mile Road**

The current Fire Station 12 on Douglas Avenue has a mini-tower that holds equipment that is used to receive police radio transmissions generated from mobile and portable radios occurring on the east end of the Village. The equipment on this tower facilitates the transfer of the radio transmissions via an underground T1 telephone line to the main receiver/transmitter on the tower at Nicholson Road located at the Police/Fire Department. The transmissions are then disseminated from the Nicholson Road tower to the main radio system.

The current equipment at Fire Station 12 was designed to improve police radio communications for Channel MCS 9 and MCS 10 on the east end of the Village. MCS 9 is a channel shared by Mount Pleasant, Caledonia, and Sturtevant Police Departments (MCS), and it is the primary radio channel for all three Departments. MCS 10 is a backup channel.

The functionality of MCS 10 degraded several years ago, and the mini-tower no longer receives/transmits mobile and portable radio transmissions. This means that mobile and portable radio transmissions from MCS 10 are not assisted by the mini-tower at Station 12. Due to the distance, elevation, and obstructions until transmissions hit the next tower, transmissions on MCS 10 are poor when coming from the east end of the Village. Transmissions made from the northeast area of the Village are extremely poor and may not go through at all in some cases.

MCS 9 has recently begun to degrade. Due to problems with the T1 telephone line, in the early part of this year, we had to take the MCS 9 equipment at the mini-tower off line because it was creating background noise on the channel. This background noise was interfering with radio transmissions.

While MCS 9 was offline, radio transmissions from the east end of the Village were poor. Transmissions made from the northeast area of the Village were extremely poor and did not go through at all in some cases. This obviously presents a significant safety issue for officers engaged in activity in these areas.

A technician was able to examine the MCS 9 connection between Station 12 and the tower on Nicholson Road. The technician advised the T1 communication line is failing. The technician believed the background noise was caused by water in the underground T1 line.

After a few weeks, we brought the MCS 9 equipment at the mini-tower back online to test. The equipment was again working without the background noise. However, the technician advised the line is not stable and is prone to failure. In addition, they indicate T1 lines are obsolete. It is likely that a new fiber line would need to be explored. Given that we will be decommissioning Station 12 in the near future, this is not recommended.

Even with the MCS 9 equipment at the mini-tower functioning properly, MCS 9 has limitations, particularly in the northeast corner of the Village. Radio transmissions generated from the northeast corner of the Village are “scratchy” and lack clarity.

**VILLAGE OF CALEDONIA POLICE DEPARTMENT**

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**Chief of Police**  
Christopher Botsch

This is not only an issue with Police radio communications. The Fire Department's mobile and portable radio transmissions on their primary channel from the east end of the Village are also affected due to poor tower coverage in that area.

With the degradation of function of the mini-tower at Station 12, and with the upcoming decommissioning of Station 12, it was necessary to explore options to improve radio coverage on the east end of the Village. Fire Chief Henningfeld and I met with our contracted radio vendor, Baycom Inc, and requested solutions to the above-described problem. Our Baycom representatives evaluated our current equipment, analyzed our current system, and developed a solution to improve police and fire radio coverage on the east end of the Village.

Attached is a quote from Baycom Inc. to transition our radio tower equipment from the mini-tower at Fire Station 12 to the water tower at 7 Mile Rd. The water tower is much taller than the mini-tower at Station 12 and should give us greater coverage. While some of the radio equipment will transfer from Station 12, we will also need to purchase additional equipment. The cost for the equipment and installation is \$87,900.

While per Village policy, (3) bids/estimates are required for items that cost over \$3,000.00, our radio equipment is purchased using contract pricing previously negotiated for Motorola products through the Wisconsin Counties Association (WCA Service Inc.). Baycom is the SE region representative for Motorola, and purchases of public safety equipment are directed to our area representative. In addition, Baycom is the vendor who is most familiar with our system, as they are tasked with the ongoing maintenance and support of Caledonia Police and Fire radio equipment and services.

It is important to note that Racine County is exploring an upgrade to the entire radio system throughout the County; however, they are in the early stages of this project. There are many unknowns as to how the system will be configured and on what system (VHF or 700/800 mhz) it will function. However, the microwave system proposed under this project to transport radio signals to Racine County's main infrastructure will likely work with a system upgrade. Most importantly, it appears it will be at least 2+ years before a new county-wide radio upgrade occurs, and we must have a more immediate resolution to our radio concerns.

The purchase of new equipment and the relocation from Station 12 to the water tower will improve the ability of Police and Fire Personnel to transmit from the east end of the Village. This will improve the safety of our officers and firefighters who must have reliable radio coverage to ensure critical communication can occur.

Respectfully,

Christopher Botsch  
Chief of Police

**VILLAGE OF CALEDONIA POLICE DEPARTMENT**

6900 Nicholson Road  
Caledonia, WI 53108  
Administration/Public Records  
262-835-4423  
Non-Emergency/Police Services  
262-886-2300

**Chief of Police**  
Christopher Botsch

**Request to Pre-Hire Police Officers - 2023**

Village Trustees, Police and Fire Commissioners, and Village Administrator:

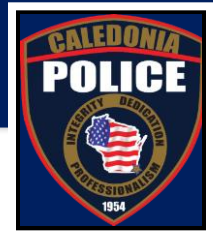
First and foremost, thank you for allowing us to proceed with the public safety referendum. Your support of the police department is recognized and appreciated. With the successful passage of the public safety referendum, sworn police staffing is authorized to increase from 36 police officers to 44 police officers beginning in January of 2024. This will undoubtedly help us to improve our effectiveness and increase our presence in the community.

However, it is important to note the staffing increase will likely take us over 2 years to implement. In addition to adding 8 officers to our department, we are always struggling to fill vacancies that arise because of retirements and/or officers leaving our department for various other reasons. Combined with the time it takes to select, onboard, and train a new officer, we will not see an additional 8 fully deployable personnel until late 2025 or early 2026.

As we prepare for a staffing increase in 2024, I wanted to take a moment to explain the onboarding and training process for a police officer. Once a viable pool of candidates is assembled, the selection and testing process to identify a police officer candidate takes approximately 6-8 weeks. While we have greatly accelerated this timeline in recent years, it is still a lengthy process to complete all that is required. This includes their interviews, writing exercise, background investigation, possible ride-along, medical/drug/psych testing, and their two-week notice to their current employer.

After being hired, an officer that has not yet attended the police academy (non-certified candidate) typically spends 1-2 weeks at the police department to do an initial onboarding. They must then attend an 18-week (720 hours) police academy. Upon completion of the police academy, the officer must complete 3-4 months of field training at the Caledonia Police Department. In field training, they partner with a training officer and begin to apply what they learned in the police academy. An officer hired in early January is typically not deployable as a solo officer until September of that same year. An officer hired in August is typically not available for solo patrol until April of the following year. In other words, once a non-certified officer is hired, the training process takes an additional 9 months.

If we are fortunate to hire a lateral transfer, or someone who has already attended the police academy (certified candidate), their training is greatly reduced. Since they have already attended a police academy, they are typically deployable after 3-4 months of field training. If they have significant experience, we have been able

**VILLAGE OF CALEDONIA POLICE DEPARTMENT**

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**Chief of Police**  
Christopher Botsch

to accelerate that timeframe in some instances. However, attracting lateral transfers is difficult to do in our current recruiting environment.

Given the time it takes to select, onboard, and train a new officer, and to help accelerate our ability to deploy 8 additional police officers, I am requesting authorization to pre-hire 2 to 4 officers in the latter part of this year (2023). The officers will most likely need to attend the police academy, which begins in early August of 2023. We have already been in communication with the Police Academy at Gateway Technical College, which is the Technical School in our District and where we typically must send our recruits. Gateway staff have stated if we would like officers to attend the August academy, we would need to reserve those spots within the next few weeks. If we do not reserve the spots, it is likely that none will be available for our department. Given the timeline described above, these officers would not be deployable until April of 2024.

By allowing us to pre-hire 2 to 4 officers in the latter part of 2023, this would give us a jump start on what will be a 2+ year wave of hiring, but at the same time allow us to phase in our new hires and properly assimilate them into our organization. While I am requesting authorization to pre-hire these officers, there is no guarantee that I will be able to attract, identify, and hire this number of officers.

To help make this decision, it is important to identify the costs associated with pre-hiring police personnel. The salary and benefit costs to pre-hire a non-certified candidate is approximately \$6,193 per month with a single health insurance plan. Total salary and benefits from August – December would be approximately \$30,965 per officer. The cost to hire a certified candidate or a lateral transfer could be up to \$10,236 per month with a family health insurance plan. Total salary and benefits from August – December would be approximately \$51,180. (While a non-certified candidate has a lower salary and benefit cost, they have much greater training costs and take much longer until they can contribute to the agency.)

Unfortunately, the police department does not have the funding to support pre-hiring any of the 8 officers in our 2023 Police Budget. However, we do not believe we will be able to hire all 8 of our new officers in 2024. If we could pre-hire the officers in 2023 using an alternate funding source (i.e. fund balance, contingency, etc.), we believe our excess personnel funding from our 2024 budget (because we will not be able to identify and hire all 8 officers in 2024) could replace/offset funds spent in 2023.

I look forward to discussing this further. Thank you for your time and consideration.

Respectfully,

Christopher Botsch - Chief of Police