

AMENDED

VILLAGE BOARD MEETING AGENDA
Tuesday, July 11, 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. **Approval of Minutes**
 - Village Board – June 27, 2023

5. **Citizens Reports (citizen comments are in-person only)**

6. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks

7. **Ordinances and Resolutions**
 - A. **Resolution 2023-70** – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Village Of Caledonia To Approve The Amended & Restated Development Agreement With CCM-Caledonia, LLC And Cardinal Capital Management, Inc. For Lands Within Tax Incremental District No. 5 For A Residential Condominium Development (*Village Board only*)
 - B. **Resolution 2023-71** – Resolution Of The Village Board Of The Village Of Caledonia Approving A Third Amendment To Loan Agreement Between CCM-Caledonia, LLC, Village Of Caledonia And Cardinal Capital Management, Inc. (*Village Board only*)
 - C. **Resolution 2023-72** – Resolution Of The Village Board Of The Village Of Caledonia To Approve The Final Plat Of The Glen At Waters Edge Which Proposes 30 Single-Family Residential Lots And 4 Outlots On Parcel Id Nos. 104-04-23-16-021-000, 104-04-23-21-016-010, 104-04-23-21-016-000 & 104-04-23-21-021-000 Submitted By John Wahlen, Applicant, Village Of Caledonia, Owner (*Plan Commission: 06/26/23, 5/0*)
 - D. **Resolution 2023-73** – Resolution Authorizing The Village Of Caledonia To Execute A Deposit Agreement With Robin L. & Raulph J. Vallin – 7431 5 Mile Road (*Utility District Commission: 07/05/23, 5/0*)
 - E. **Resolution 2023-74** – Resolution Of The Village Board Of The Village Of Caledonia Authorizing Tyler Helsel, Assistant Village Attorney, To Act As Village Prosecutor As Of July 1, 2023 (*Village Board only*)
 - F. **Resolution 2023-75** – A Resolution Of The Village Board Of The Village Of Caledonia Approving Reimbursement Agreement For A Proposed Development With Bear Development, LLC For A Residential Development Located Along 5 Mile Road In The Village Of Caledonia (*Village Board only*)

8. **New Business**
 - A. Discussion On Potential Infill Residential Development with Tax Increment District (*Village Board only*)
 - B. Discussion – Interview Room Equipment for Public Safety Facility as it Relates to Future Body-Worn Camera Replacement (*Village Board only*)

- C. Discussion and Possible Action – Variance Request 5920 Sunshine (*Village Board only*)
- D. Branding of the Village - An Update on the Status of Branding Work on Behalf of the Village, Emphasizing Signs And The Need For Conformity (*Communications Committee: 6/20/23*)

9. **Closed Session Items**

A. The Village Board may take up a motion to go into CLOSED SESSION Pursuant Sec. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically, to discuss incentive requests for potential infill residential development with tax increment district.

B. 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.

10. **Adjournment**

**Village Board Meeting
June 27, 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 Stillman, Trustee Hammes, Trustee Martin, Trustee McManus, and Trustee Wishau.

Absent: None.

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

4 – Approval of Minutes

Village Board – June 13, 2023

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

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

6 – Committee Reports

6A - (Approval of A/P checks)

Village – \$2,541,925.53

US Bank – \$38,028.48

Motion by Trustee Wishau to approve the A/P checks as presented for \$2,541,925.53. Seconded by Trustee Martin.

Trustee Hammes pointed out the continued Amazon purchases, and urged that office supply items be purchased through local businesses.

Motion carried, unanimously.

Motion by Trustee Wishau to approve the US Bank List as presented for \$38,028.48. Seconded by Trustee Martin. Motion carried, unanimously.

6B. Legislative & Licensing**1. Grant 2023-2024 Class A and Class B Beer & Liquor Licenses**

Motion by Trustee Martin to Grant 2023-2024 Class A and Class B Beer & Liquor Licenses listed. Seconded by Trustee McManus. Motion carried, unanimously.

7 – Ordinances and Resolutions**7A – Resolution 2023-65 – A Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Acceptance Of A Subgrant From The Wisconsin Elections Commission To Be Used Towards The Purchase Of Redesigned Absentee Ballot Envelopes (Finance Committee: 06/27/2023 TBD)**

Motion by Trustee Wishau to approve Resolution 2023-65 – A Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Acceptance Of A Subgrant From The Wisconsin Elections Commission To Be Used Towards The Purchase Of Redesigned Absentee Ballot Envelopes. Seconded by Trustee Martin. Motion carried, unanimously.

7B – Resolution 2023-66 – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Development Agreement With The Richard & Diane Ruffo Revocable Trust Dated 4/22/2009 For The Extension Of Corona Drive (Village Board Only)

Motion by Trustee Stillman to approve Resolution 2023-66 – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Development Agreement With The Richard & Diane Ruffo Revocable Trust Dated 4/22/2009 For The Extension Of Corona Drive. Seconded by Trustee Pierce. Motion carried, unanimously.

7C – Resolution 2023-67 – 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 ±70,131 Square-Foot Institutional Building For A Youth Development And Care Facility Located At 2300 Three Mile Road, Village Of Caledonia, Racine County, Wi; Michael Landsdorf, Applicant; Racine County, Owner (Plan Commission: 06/26/2023 TBD)

Wagner presented a short video of a digital walkthrough of the building and further explained the features of the building.

Motion by Trustee Martin to approve Resolution 2023-67 – 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 ±70,131 Square-Foot Institutional Building For A Youth Development And Care Facility Located At 2300 Three Mile Road, Village Of Caledonia, Racine County, Wi; Michael Landsdorf, Applicant; Racine County, Owner. Seconded by Trustee Wishau. Motion carried, unanimously.

7D – Resolution 2023-68 – 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 ±240 Square-Foot Open-Air Structure Located At 2825 Four 1/2 Mile Road, Village Of Caledonia, Racine County, Wi; Sheri Manka, Applicant; JMS Investments LLC, Owner (Plan Commission: 06/26/2023 TBD)

Motion by Trustee McManus to approve Resolution 2023-68 – 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 ±240 Square-Foot Open-Air Structure Located At 2825 Four 1/2 Mile Road, Village Of Caledonia, Racine County, Wi; Sheri Manka, Applicant; JMS Investments LLC, Owner. Seconded by Trustee Pierce. Motion carried, unanimously.

7E – Resolution 2023-69 – A Resolution Of The Village Board Of The Village Of Caledonia Approving The Use Of Contingency Funds From The Public Safety Facility Project For Grading, Restoration, And Installation Of Pedestrian Trails Contiguous To The Village Campus (Village Board Only)

The quote for the grading, restoration and installation of pedestrian trails came in higher than expected; the former approved resolution has been revised to remove the asphalt paving component of the quote.

Motion by Trustee Wishau to approve Resolution 2023-69 – A Resolution Of The Village Board Of The Village Of Caledonia Approving The Use Of Contingency Funds From The Public Safety Facility Project For Grading, Restoration, And Installation Of Pedestrian Trails Contiguous To The Village Campus. Seconded by Trustee McManus.

Trustee Martin inquired about the possibility of paving the pathway in the future. Schmidt confirmed that paving was part of the long-term plan.

Trustee Pierce expressed concerns that delaying the paving may not result in cost savings in the long run.

Trustee Weatherston emphasized the importance of timely grading work.

Trustee McManus highlighted the efforts of the parks advisory committee in aligning the project with the master plan and reiterated that the goal was to pave the pathway once the initial phase was completed.

Motion carried, unanimously.

8 – New Business

8A. Code Enforcement Update (Village Board Only)

Wagner presented a quarterly update of Code Enforcement efforts. The Board discussed long-term, non-compliant properties and expressed concern about the timeline for further actions. The Board members expressed frustration on behalf of their constituents and emphasized the importance of taking decisive next steps.

8B. Appointment to the Racine Wastewater Commission (Village Board Only)

Motion by President Weatherston to appoint Anthony Bunkleman to the Racine Wastewater Commission. Seconded by Trustee Martin. Motion carried, unanimously.

9 – Closed Session Items

9A. The VILLAGE BOARD will take up a motion to go into CLOSED SESSION, for the following purposes: pursuant to s. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically: to discuss CCM-Caledonia, LLC in TID 5 (Village Board Only)

Motion by Trustee Martin to go into CLOSED session. Seconded by Trustee. Pierce

Trustee Pierce – aye Trustee Hammes – aye
Trustee McManus – aye Trustee Wishau – aye
Trustee Stillman – aye President Weatherston – aye
Trustee Martin – aye
Motion carried, unanimously.

9B. 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 Stillman.
Motion carried unanimously.

10 – Adjournment

President Weatherston adjourned the meeting at 6:58 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	680258	6/01/2023 DENTAL PREMIUMS R	06/01/2023	4,482.13	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	680258	6/01/2023 DENTAL PREMIUMS H	06/01/2023	3,823.63	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	680258	6/01/2023 VISION PREMIUMS J	06/01/2023	901.44	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:						9,207.20	
ACH - FOTH INFRASTRUCTURE & ENVIRO, LLC							
Storm Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	83439	HWY 32 STREAM RESTORATIO	04/20/2023	184.00	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	83440	GPS LOCATES	04/20/2023	15,461.93	502-00-65152 GIS Update
Storm Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84073	STH 32 STREAM RESTORATION	06/01/2023	2,555.58	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84074	WESTVIEW VILLAGE STORMWA	06/01/2023	1,166.32	502-00-65156 Westview Village Storm
Storm Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84079	APR-23; STORM SEWER GPS L	06/08/2023	3,818.83	502-00-65152 GIS Update
Sewer Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84082	RIVER BEND LIFT STATION SAF	06/01/2023	3,278.40	501-18725-000 CIP-Riverbend Safety Site
Sewer Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84085	HOODS CREEK ATTENUATION	06/01/2023	10,796.25	501-18736-000 CIP-Hoods Creek Attenuation
Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84086	NORTH KREMER WATER MAIN	06/01/2023	1,614.24	500-18735-107 CIP - North Kremer Watermain
Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84089	WASHINGTON MEADOWS WAT	06/01/2023	29,617.11	500-18737-107 CIP - WASHINGTON MEADOWS
Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84093	CUD GENERAL ENGINEERING	06/01/2023	1,156.40	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84093	CUD GENERAL ENGINEERING	06/01/2023	515.20	501-00-61340 Engineering Design Charges
Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84094	EATON CORP WATER EXTENSI	06/01/2023	276.00	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84095	CMOM 2023 THROUGH 5/5/23	06/01/2023	1,343.20	501-00-61340 Engineering Design Charges
Storm Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84411	PROJECT 0019C035.01 - STH 3	06/16/2023	2,293.15	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84412	PROJECT 0020C030.11 WESTVI	06/16/2023	73.60	502-00-65156 Westview Village Storm
Storm Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84413	PROJECT 0023C050.00 STORM	06/16/2023	860.80	502-00-65152 GIS Update
General Fund	666	ACH - FOTH INFRASTRUCTURE	84416	PROJ. 0022C031.12 GLEN WAT	06/16/2023	1,390.48	100-23163-077 Glen At Waters Edge/6020 Erie
General Fund	666	ACH - FOTH INFRASTRUCTURE	84417	PROJECT 0023C025.00 CORON	06/16/2023	1,081.24	100-23163-098 Corona Drive Extension
Sewer Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84418	PROJ. 0015C030.02 - RIVER B	06/16/2023	5,120.00	501-18725-000 CIP-Riverbend Safety Site
TID #5 Fund	666	ACH - FOTH INFRASTRUCTURE	84419	PROJECT 0019C030.05 TID 5 D	06/16/2023	5,946.97	415-00-61000 Professional Services
TID #5 Fund	666	ACH - FOTH INFRASTRUCTURE	84420	PROJECT 0019C030.06 TID 5 C	06/16/2023	30,075.76	415-00-61000 Professional Services
Sewer Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84421	PROJECT 0020C030.09 HOODS	06/16/2023	10,346.01	501-18736-000 CIP-Hoods Creek Attenuation
Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84422	PROJECT 0020C030.10 NORTH	06/16/2023	137.32	500-18735-107 CIP - North Kremer Watermain
General Fund	666	ACH - FOTH INFRASTRUCTURE	84423	PROJECT 0021C030.06 BLUFF	06/16/2023	13,045.58	100-23163-035 Bluffside
Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84424	PROJECT 0021C030.12 WASH	06/16/2023	35,273.46	500-18737-107 CIP - WASHINGTON MEADOWS
TID #4 Fund	666	ACH - FOTH INFRASTRUCTURE	84425	PROJECT 0022C030.04 ADAM	06/16/2023	402.00	414-00-61000 Professional Services
TID #4 Fund	666	ACH - FOTH INFRASTRUCTURE	84426	PROJECT 0022C030.05 ADAMS	06/16/2023	2,580.96	414-00-61000 Professional Services
Water Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84427	PROJECT 0023C030.00 CUD G	06/16/2023	589.74	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84427	PROJECT 0023C030.00 CUD G	06/16/2023	1,528.14	501-00-61340 Engineering Design Charges
Sewer Utility Fund	666	ACH - FOTH INFRASTRUCTURE	84428	PROJECT 0023C030.03 CMOM	06/16/2023	6,264.20	501-00-61340 Engineering Design Charges
TID #4 Fund	666	ACH - FOTH INFRASTRUCTURE	84430	PROJECT 0021C030.05 (TID #4)	06/16/2023	137.00	414-00-61000 Professional Services
Total ACH - FOTH INFRASTRUCTURE & ENVIRO, LLC:						188,929.87	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	VC-20230702	07/07/2023 PET INSURANCE PA	07/02/2023	233.46	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						233.46	
ACH - SUPERFLEET							
General Fund	1730	ACH - SUPERFLEET	EJ994 051820	FUEL FOR CFD VEHICLES	05/26/2023	789.80	100-35-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ9940618202	FUEL FOR CFD VEHICLES	06/28/2023	909.16	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						1,698.96	
ACH - US BANK EQUIPMENT FINANCE							
General Fund	9252	ACH - US BANK EQUIPMENT FI	503487381	JUL-23; COPIER/PRINTER LEAS	07/01/2023	1,195.41	100-90-62300 Office Equipment Rental & Main
Total ACH - US BANK EQUIPMENT FINANCE:						1,195.41	
ACH - WE ENERGIES							
General Fund	380	ACH - WE ENERGIES	4614150256	BILLING PERIOD 5/4/2023 TO 6/	06/13/2023	1,091.01	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4614150256	BILLING PERIOD 5/4/2023 TO 6/	06/13/2023	2,067.55	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4614150256	BILLING PERIOD 5/4/2023 TO 6/	06/13/2023	296.80	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4614150256	BILLING PERIOD 5/4/2023 TO 6/	06/13/2023	2,631.96	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4614150256	BILLING PERIOD 5/4/2023 TO 6/	06/13/2023	558.50	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4614150256	BILLING PERIOD 5/4/2023 TO 6/	06/13/2023	1,126.04	100-90-64290 Street Lighting
General Fund	380	ACH - WE ENERGIES	4614150256	BILLING PERIOD 5/4/2023 TO 6/	06/13/2023	23.58	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4616343830	STREET LIGHTS 5/11/2023 TO 6/	06/13/2023	12,186.14	100-90-64290 Street Lighting
General Fund	380	ACH - WE ENERGIES	4630561353	BILLING PERIOD 5/17/2023 TO 6	06/29/2023	20.48	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4630561353	BILLING PERIOD 5/17/2023 TO 6	06/29/2023	17.40	100-35-64140 Utilities
Total ACH - WE ENERGIES:						20,019.46	
ADVOCATE AURORA HEALTH CARE, INC							
General Fund	157	ADVOCATE AURORA HEALTH C	505-CI0002666	Q3 2023 EAP	06/30/2023	1,027.50	100-13-50220 Health Care
Total ADVOCATE AURORA HEALTH CARE, INC:						1,027.50	
AERO COMPRESSED GASES							
General Fund	29	AERO COMPRESSED GASES	469899	OXYGEN FOR MEDICAL USE	07/05/2023	120.71	100-35-64280 Medical Supplies
General Fund	29	AERO COMPRESSED GASES	470324	OXYGEN FOR MEDICAL USE	07/06/2023	47.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:						168.21	
APEX KEY & LOCK							
Sewer Utility Fund	118	APEX KEY & LOCK	INV-12425	LOCKS; HOODS CREEK BASIN	06/01/2023	1,288.40	501-18736-000 CIP-Hoods Creek Attenuation

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total APEX KEY & LOCK:						1,288.40	
ARROYO, LOUIS							
General Fund	9275	ARROYO, LOUIS	REFUND; MAY	REFUND OPEN RECORDS REQ	06/26/2023	50.00	100-00-48900 Miscellaneous Revenue
Total ARROYO, LOUIS:						50.00	
AURORA HEALTH CARE							
General Fund	155	AURORA HEALTH CARE	1277759	06/25/2023 GODER, ANNA PHYS	06/25/2023	141.00	100-13-51100 Personnel Medical Exams
General Fund	155	AURORA HEALTH CARE	1277759	06/25/2023 SIBLEY, ALANA PHY	06/25/2023	141.00	100-13-51100 Personnel Medical Exams
Total AURORA HEALTH CARE:						282.00	
BADGER METER INC.							
Water Utility Fund	163	BADGER METER INC.	1586808	METER ENDPOINTS	06/19/2023	159,741.00	500-18701-107 CIP - Meters
Total BADGER METER INC.:						159,741.00	
BAYCOM							
General Fund	183	BAYCOM	SRVCE000000	REPAIR RADIO	06/28/2023	168.75	100-35-64250 Equipment Repairs & Maintenanc
Total BAYCOM:						168.75	
BOUCHER CHEVROLET							
Water Utility Fund	229	BOUCHER CHEVROLET	681065	VEH #1; REPAIRS	06/02/2023	327.54	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	229	BOUCHER CHEVROLET	681065	VEH #1; REPAIRS	06/02/2023	327.55	501-00-63300 Vehicle Repairs & Maintenance
Total BOUCHER CHEVROLET:						655.09	
BUY RIGHT, INC.							
Water Utility Fund	273	BUY RIGHT, INC.	14873-402127	VEHICLE OIL CHANGE -- 2015 V	06/13/2023	89.23	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-402127	VEHICLE OIL CHANGE -- 2015 V	06/13/2023	89.23	501-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-403118	DEF	06/29/2023	11.92	501-00-63200 Fuel, Oil, Fluids
Water Utility Fund	273	BUY RIGHT, INC.	14873-403118	DEF	06/29/2023	3.97	500-00-63200 Fuel, Oil, Fluids
General Fund	273	BUY RIGHT, INC.	403846	LIGHTBULB FOR M-11	07/05/2023	3.76	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	404184	OIL FILTER & FUEL ELEMENT F	07/05/2023	59.13	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	404243	AIR FILTER M-12	07/05/2023	17.49	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						274.73	
CITY OF RACINE..							
General Fund	374	CITY OF RACINE..	55755	MAR-23; RADIO REPAIR; 2.5 HR	06/15/2023	240.00	100-30-64150 Communication Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total CITY OF RACINE..:						240.00	
CIVIC SYSTEMS, LLC							
General Fund	375	CIVIC SYSTEMS, LLC	CVC23368	06/26/2023 SEMI-ANNUAL SUPP	06/26/2023	7,950.00	100-90-64300 IT Maintenance & Subscriptions
Total CIVIC SYSTEMS, LLC:						7,950.00	
CLIFTON LARSON ALLEN LLP							
General Fund	378	CLIFTON LARSON ALLEN LLP	3769557	AUDIT SERVICES - PROGRESS	06/22/2023	5,512.50	100-90-61300 Audit Services
Total CLIFTON LARSON ALLEN LLP:						5,512.50	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	502080	WIRELESS MOUSE	06/28/2023	66.88	100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:						66.88	
CSUTEST.COM LLC							
Donation Fund	9277	CSUTEST.COM LLC	3594	YRLY SUBSCRIPTION FOR ONL	06/28/2023	1,765.00	250-35-64191 Fire EMT Basic Training & Exam
Total CSUTEST.COM LLC:						1,765.00	
CUMMINS SALES AND SERVICES							
General Fund	429	CUMMINS SALES AND SERVICE	F6-56309	REPLACE BLOCK HEATER ON	06/28/2023	492.36	100-35-64240 Building Repairs & Maintenance
General Fund	429	CUMMINS SALES AND SERVICE	F6-56451	YEARLY MAINTENACE ON GEN	06/28/2023	465.19	100-35-64240 Building Repairs & Maintenance
General Fund	429	CUMMINS SALES AND SERVICE	F6-56876	YEARLY MAINTENANCE OF GE	06/28/2023	637.39	100-35-64240 Building Repairs & Maintenance
Total CUMMINS SALES AND SERVICES:						1,594.94	
DLT SOLUTIONS							
Storm Water Utility Fund	530	DLT SOLUTIONS	5187047A	AUTODESK INFRASTRUCTURE	06/28/2023	2,304.57	502-00-64300 IT Maintenance & Subscriptions
Total DLT SOLUTIONS:						2,304.57	
DORNER COMPANY							
Water Utility Fund	551	DORNER COMPANY	506257	6 MILE/MICHNA STATION & 5 MI	06/08/2023	17,461.00	500-00-64240 Building Repairs & Maintenance
Total DORNER COMPANY:						17,461.00	
EVIDENCE RELEASE PD							
General Fund	8994	EVIDENCE RELEASE PD	20-7467	PROPERTY RELEASE	07/03/2023	90.00	100-23166-009 Evidence 20-7467

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total EVIDENCE RELEASE PD:						90.00	
FINISHING TOUCH AUTO BODY, INC.							
General Fund	650	FINISHING TOUCH AUTO BODY,	9646-637	REPAIRS TO 2019 CHEVY TAHO	05/23/2023	5,194.50	100-90-60000 Insurance Deductible/Stop Loss
Total FINISHING TOUCH AUTO BODY, INC.:						5,194.50	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14907	#214 OIL CHANGE	06/26/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14908	#216 OIL CHANGE/REPLACE 2	06/26/2023	129.65	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14930	#213 OIL CHANGE	07/05/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14932	#215 OIL CHANGE	07/05/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						308.87	
G & F EXCAVATING							
Water Utility Fund	687	G & F EXCAVATING	35813	LOAD & FILL DIRT FROM WATE	06/08/2023	2,805.00	500-00-64240 Building Repairs & Maintenance
Storm Water Utility Fund	687	G & F EXCAVATING	35834	7632 LAKESHORE DR; CONCRE	06/26/2023	2,250.00	502-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:						5,055.00	
GREEN BAY PIPE & TV LLC							
Storm Water Utility Fund	750	GREEN BAY PIPE & TV LLC	3390	CANDLELIGHT SOTRM SEWER;	05/31/2023	1,192.50	502-00-64240 Building Repairs & Maintenance
Total GREEN BAY PIPE & TV LLC:						1,192.50	
GWORKS							
General Fund	769	GWORKS	2019-17047	JUL23 - JUN23; ROWEMAP TEC	06/19/2023	496.00	100-41-64090 Road Maintenance Materials
Total GWORKS:						496.00	
JOHNSON CONTROLS SECURITY SOLUTIONS							
Water Utility Fund	969	JOHNSON CONTROLS SECURI	38504586	SCADA ALARM	03/10/2023	266.72	500-00-64150 Communication Services
Sewer Utility Fund	969	JOHNSON CONTROLS SECURI	38504586	SCADA ALARM	03/10/2023	266.73	501-00-64150 Communication Services
Sewer Utility Fund	969	JOHNSON CONTROLS SECURI	38948442	7/1/2023 TO 9/30/2023 ; DISTRIC	06/10/2023	335.31	501-00-64150 Communication Services
Water Utility Fund	969	JOHNSON CONTROLS SECURI	38948442	7/1/2023 TO 9/30/2023 ; DISTRIC	06/10/2023	335.31	500-00-64150 Communication Services
Water Utility Fund	969	JOHNSON CONTROLS SECURI	38974393	SCADA ALARM	06/19/2023	617.88	500-00-64150 Communication Services
Sewer Utility Fund	969	JOHNSON CONTROLS SECURI	38974393	SCADA ALARM	06/19/2023	617.89	501-00-64150 Communication Services
Total JOHNSON CONTROLS SECURITY SOLUTIONS:						2,439.84	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
JOURNAL TIMES							
General Fund	1565	JOURNAL TIMES	119677	PHN - REZONE & CUP AMENDM	05/15/2023	118.60	100-23163-063 Right Trailers, Inc.
General Fund	1565	JOURNAL TIMES	119681	22-23 CLASS B COMBO - SALO	07/06/2023	25.92	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	120255	SUMMARY FOR 2023-08 REZON	05/18/2023	178.95	100-23163-085 Christiansen Buckley Road
General Fund	1565	JOURNAL TIMES	120256	SUMMARY FOR 2023-07 ZONIN	07/06/2023	27.09	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	120257	SUMMARY FOR 2023-06 SPECI	07/06/2023	69.60	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	121544	PHN - SETBACK VARIANCE - 37	06/20/2023	103.04	100-23163-085 Christiansen Buckley Road
General Fund	1565	JOURNAL TIMES	122250	SUMMARY FOR 2023-09 REZON	07/06/2023	193.44	100-11-64010 Notifications/Publications
Total JOURNAL TIMES:						716.64	
KORTENDICK HARDWARE							
Water Utility Fund	1096	KORTENDICK HARDWARE	158349	6 MILE RD; PRESSURE VALVE	06/05/2023	56.62	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	158562	MILWAUKEE THUNDERBOLT	06/14/2023	68.96	501-00-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	158589	WEED/GRASS KILLER	06/15/2023	53.96	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158665	TRASH BAGS	06/19/2023	30.58	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	158665	FURNITURE NAILS & BRICKFA	06/19/2023	8.17	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158704	RIVETS	06/20/2023	7.18	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158909	MARKER PAINT FOR MARKING	06/28/2023	9.99	100-35-64070 Work Supplies
Cemetery Fund	1096	KORTENDICK HARDWARE	43264	REPAIR LEAK @ CEMETERY (S	06/12/2023	51.99	220-00-62700 Grounds Services
Total KORTENDICK HARDWARE:						287.45	
LINDNER LAW, LLC							
General Fund	9276	LINDNER LAW, LLC	T NURMI ACCI	JAN-23 TRAFFIC ACCIDENT SE	06/26/2023	4,500.00	100-90-60000 Insurance Deductible/Stop Loss
Total LINDNER LAW, LLC:						4,500.00	
MEDPRO MIDWEST GROUP							
General Fund	1268	MEDPRO MIDWEST GROUP	00021065	QTRLY BILLING FOR COT SERV	07/05/2023	656.50	100-35-62100 Contracted Services
Total MEDPRO MIDWEST GROUP:						656.50	
MIRON CONSTRUCTION CO., INC.							
Sewer Utility Fund	9227	MIRON CONSTRUCTION CO., IN	HCAB PAY AP	HOODS CREEK BASIN PAY APP	06/08/2023	95,765.79	501-18736-000 CIP-Hoods Creek Attenuation
Sewer Utility Fund	9227	MIRON CONSTRUCTION CO., IN	HCAB PAY AP	HOODS CREEK BASIN PAY APP	06/08/2023	225,885.15	501-18736-000 CIP-Hoods Creek Attenuation
Total MIRON CONSTRUCTION CO., INC.:						321,650.94	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44334	JUL-23; OFFICE ANYWHERE DA	06/06/2023	250.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44334	JUL-23; OFFICE ANYWHERE DA	06/06/2023	250.00	501-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44369	JUL-23; REMOTE BACK-UP MO	06/06/2023	125.00	500-00-64320 IT Infrastructure

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44369	JUL-23; REMOTE BACK-UP MO	06/06/2023	125.00	501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:						750.00	
OAK CREEK WATER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5200	JUN-23 SAMPLES WATER TEST	06/07/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5202	JUN-23; WATER SAMPLES	06/21/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	CHICAGO RD	Q2-23; WATER PURCHASES	07/06/2023	121,489.96	500-00-62550 Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	CHICAGO RD	Q2-23; WATER PURCHASES	07/06/2023	19,239.37	500-00-64180 Public Fire Protection
Water Utility Fund	1423	OAK CREEK WATER UTILITY	DUANE CT Q2	Q2-23 WATER PURCHASES	07/06/2023	27,758.92	500-00-62550 Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	NICHOLSON R	Q2 2023 WATER PURCHASES	07/06/2023	9,706.59	500-00-62550 Purchased Water
Total OAK CREEK WATER UTILITY:						178,924.84	
PATS SERVICES INC.							
General Fund	1462	PATS SERVICES INC.	A-249981	NICOLSON WILDLIFE - PORTAB	06/26/2023	150.00	100-70-62100 Contracted Services
Total PATS SERVICES INC.:						150.00	
PAYNE & DOLAN, INC.							
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	1871000	4.21TN HOT MIX ASPHALT	06/23/2023	287.96	400-41-65080 Road Improvements
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	1872702	HOT MIX 6.63 TN	06/29/2023	469.07	400-41-65080 Road Improvements
Total PAYNE & DOLAN, INC.:						757.03	
PBBS EQUIPMENT CORPORATION							
General Fund	1465	PBBS EQUIPMENT CORPORATI	265385	ANNUAL BOILER MAINTENANC	07/05/2023	678.00	100-35-64240 Building Repairs & Maintenance
Total PBBS EQUIPMENT CORPORATION:						678.00	
POMPS TIRE SERVICE							
General Fund	1517	POMPS TIRE SERVICE	160137920	#25 TRACTOR; NEW TIRE	06/27/2023	206.56	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1517	POMPS TIRE SERVICE	160137922	VALVE STEM	06/27/2023	93.00	100-41-63300 Vehicle Repairs & Maintenance
Total POMPS TIRE SERVICE:						299.56	
PRUITT, EKES & GEARY, SC							
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3132	BADGERLAND - TID # 4	07/03/2023	139.20	414-23163-001 Badgerland / Zilber Developmen
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	RACINE CO. YOUTH DEVELOP	07/03/2023	69.60	100-23163-060 Racine Co YD & CC
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	MUNICIPAL PROSECUTIONS	07/03/2023	2,538.28	100-90-61110 Attorney - Municipal Court
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	CSM OR OTHER REIMBURSABL	07/03/2023	34.80	100-23163-098 Corona Drive Extension
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	DEBACK FARMS BUS PARK PH	07/03/2023	52.20	100-23163-049 WISPARK LLC - DeBack Farms
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	TID 5 - CCM / WATER'S EDGE	07/03/2023	1,538.32	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	TID 5 - GLEN IN CALEDONIA - C	07/03/2023	1,061.40	100-23163-077 Glen At Waters Edge/6020 Erie
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	DOUGLAS AVE	07/03/2023	365.40	100-23163-096 Bear/Newport
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	ORDINANCES, RESOLUTIONS	07/03/2023	570.60	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	CONTRACT REVIEW NEGOTIAT	07/03/2023	556.80	100-90-61000 Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	DEMAND LETTERS AND ORDIN	07/03/2023	69.60	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	OPINIONS, LEGAL INTERPRETA	07/03/2023	528.55	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3132	GENERAL LITIGATION AND HEA	07/03/2023	34.80	100-90-61100 Legal Fees
Total PRUITT, EKES & GEARY, SC:						<u>7,559.55</u>	
PTS CONTRACTORS, INC.							
Water Utility Fund	9106	PTS CONTRACTORS, INC.	FINAL PAY AP	NORTH KREMER WATER MAIN I	06/24/2023	6,260.00	500-18735-107 CIP - North Kremer Watermain
Total PTS CONTRACTORS, INC.:						<u>6,260.00</u>	
PURPOSE CONTRACTING ASPHALT							
Capital Projects Fund	1538	PURPOSE CONTRACTING ASP	P2023145	CURB PATCH - EASTWOOD RID	06/19/2023	4,945.00	400-41-65080 Road Improvements
Total PURPOSE CONTRACTING ASPHALT:						<u>4,945.00</u>	
RACINE COUNTY							
TID #4 Fund	1548	RACINE COUNTY	4271	HIGHWAY PERMIT #2023-0014-0	05/31/2023	750.00	414-23163-002 Badgerland-Intersections
Total RACINE COUNTY:						<u>750.00</u>	
RACINE COUNTY TREASURER							
General Fund	1561	RACINE COUNTY TREASURER	06302023	JUNE 2023 COURT FINES	07/06/2023	2,654.45	100-00-45110 Muni Court Fines
Total RACINE COUNTY TREASURER:						<u>2,654.45</u>	
RACINE WATER & WASTEWATER UTILITIES							
Water Utility Fund	1574	RACINE WATER & WASTEWATE	2536228	Q2-23; WATER PURCHASE	07/06/2023	453,226.98	500-00-62550 Purchased Water
Water Utility Fund	1574	RACINE WATER & WASTEWATE	2536228	Q2-23; WATER PURCHASE	07/06/2023	49,250.00	500-00-64180 Public Fire Protection
Total RACINE WATER & WASTEWATER UTILITIES:						<u>502,476.98</u>	
RAY O'HERRON							
Capital Projects Fund	9176	RAY O'HERRON	2279669	CAPITAL PROJECT; FIREARM R	06/27/2023	20,454.12	400-30-65030 Equipment
Total RAY O'HERRON:						<u>20,454.12</u>	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00054220	BATTERY CABLE	06/28/2023	69.77	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.:						69.77	
REESMANS EXCAVATING & GRADING							
Water Utility Fund	1610	REESMANS EXCAVATING & GR	PAYAPP#5	WASHINGTON MEAD. WATERM	06/28/2023	286,418.80	500-18737-107 CIP - WASHINGTON MEADOWS
Total REESMANS EXCAVATING & GRADING:						286,418.80	
REVERE ELECTRIC							
Sewer Utility Fund	1629	REVERE ELECTRIC	S4906990.001	HOODS CREEK LIFT STATION U	06/12/2023	3,495.60	501-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1629	REVERE ELECTRIC	S4906990.002	HOODS CREEK LIFT STATION U	06/19/2023	414.20	501-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1629	REVERE ELECTRIC	S4906990.003	PLC UPGRADES	06/22/2023	822.51	501-00-64240 Building Repairs & Maintenance
Total REVERE ELECTRIC:						4,732.31	
RILEY CONSTRUCTION COMPANY, INC.							
Capital Projects Fund	9241	RILEY CONSTRUCTION COMPA	622709-11	GENERAL CONTRACTOR; GUA	06/30/2023	1,532,149.36	400-90-65020 Building Improvements
Total RILEY CONSTRUCTION COMPANY, INC.:						1,532,149.36	
ROSE PEST SOLUTIONS							
General Fund	1701	ROSE PEST SOLUTIONS	3368298	JUN-23; PEST CONTROL FIRE S	06/19/2023	78.00	100-43-62100 Contracted Services
Total ROSE PEST SOLUTIONS:						78.00	
SCHNABEL PRINTING AND INVITATION CENTER							
General Fund	1033	SCHNABEL PRINTING AND INVI	125653	BUSINESS CARDS FOR LT. RIV	06/28/2023	27.50	100-35-64060 Copying & Printing
Total SCHNABEL PRINTING AND INVITATION CENTER:						27.50	
SLINGER CHEESE LLC							
TID #4 Fund	2301	SLINGER CHEESE LLC	11,12,13 & 14	TID 4, PHASE 4 - SANITARY SE	06/28/2023	30,650.00	414-00-65010 Land Improvements
Total SLINGER CHEESE LLC:						30,650.00	
SME SEASONAL SERVICES LLC							
General Fund	1813	SME SEASONAL SERVICES LL	6728	MOWING VILLAGE HALL (4/24/2	05/28/2023	350.00	100-43-62100 Contracted Services
General Fund	1813	SME SEASONAL SERVICES LL	6728	MOWING - GORNEY (4/24/2023,	05/28/2023	1,500.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6728	MOWING - CRAWFORD (4/24/20	05/28/2023	875.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6728	MOWING - CHAPLA (4/24/2023,	05/28/2023	425.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6728	MOWING - MAPLE PARK (4/24/2	05/28/2023	300.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6728	MOWING - OTHER (4/27/2023 &	05/28/2023	270.00	100-43-62100 Contracted Services
General Fund	1813	SME SEASONAL SERVICES LL	6728	MOWING - NICHOLSON WILDLI	05/28/2023	200.00	100-70-62700 Grounds Service

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Cemetery Fund	1813	SME SEASONAL SERVICES LL	6728	MOWING - CALEDONIA CEMET	05/28/2023	1,000.00	220-00-62700 Grounds Services
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6731	MOWING -5 1/2 MILE AND CHA	05/28/2023	170.00	502-00-64260 Grounds Repairs & Maintenance
Total SME SEASONAL SERVICES LLC:						5,090.00	
STATE OF WISCONSIN							
General Fund	1861	STATE OF WISCONSIN	06302023	JUNE 2023 COURT FINES	07/06/2023	8,752.69	100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:						8,752.69	
STREICHERS							
General Fund	1895	STREICHERS	11640903	NEW VEST OFFICER WEST	06/21/2023	1,000.00	100-30-50280 Clothing Allowance
General Fund	1895	STREICHERS	11640914	VEST OFFICER VARJU	06/21/2023	1,134.98	100-30-50280 Clothing Allowance
Donation Fund	1895	STREICHERS	11641590	BALLISTIC GEAR	07/05/2023	1,590.00	250-35-64916 Fire - ARPA Funding Expenses
Donation Fund	1895	STREICHERS	11641212	PATCHES FOR BALLISTIC GEA	06/28/2023	89.94	250-35-64916 Fire - ARPA Funding Expenses
Total STREICHERS:						3,814.92	
TERRY & NUDO, LLC							
General Fund	1934	TERRY & NUDO, LLC	20133	APR-MAY 23; LITIGATION DEFE	06/19/2023	165.00	100-60-61000 Professional Services
General Fund	1934	TERRY & NUDO, LLC	20134	LITIGATION DEFENSE - SILVER	06/19/2023	2,677.50	100-60-61000 Professional Services
Total TERRY & NUDO, LLC:						2,842.50	
TOTAL ENERGY SYSTEMS LLC							
Sewer Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV94632	KOHLER 175REOZT4 DIESEL G	02/20/2023	143,696.72	501-00-65030 Equipment
Water Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV94632	KOHLER 175REOZT4 DIESEL G	02/20/2023	17,962.09	500-00-65030 Equipment
Storm Water Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV94632	KOHLER 175REOZT4 DIESEL G	02/20/2023	17,962.09	502-00-65157 Generator Upgrades
TOTAL ENERGY SYSTEMS LLC:						179,620.90	
TYLER TECHNOLOGIES, INC.							
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114502	JUNE 2023 - 2023 ANNUAL ASS	06/09/2023	7,083.33	100-90-62100 Contracted Services
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114503	JUNE 2023 - 2023 REVALUATIO	06/09/2023	2,987.50	100-90-62150 Assessment Services
Total TYLER TECHNOLOGIES, INC.:						10,070.83	
VON BRIESEN & ROPER SC							
General Fund	2091	VON BRIESEN & ROPER SC	428968	LABOR AND PERSONNEL - PRO	06/21/2023	1,105.00	100-90-61100 Legal Fees
Total VON BRIESEN & ROPER SC:						1,105.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
VORPAHL FIRE & SAFETY							
Water Utility Fund	2092	VORPAHL FIRE & SAFETY	215363003	RE-CERTIFY CONFINED SPACE	06/06/2023	296.33	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	2092	VORPAHL FIRE & SAFETY	215363003	RE-CERTIFY CONFINED SPACE	06/06/2023	888.97	501-00-64240 Building Repairs & Maintenance
Total VORPAHL FIRE & SAFETY:						<u>1,185.30</u>	
WESTERN CULVERT & SUPPLY INC.							
Storm Water Utility Fund	2131	WESTERN CULVERT & SUPPLY	068187	CULVERT PIECES, SECTIONS A	05/24/2023	17,165.20	502-00-65151 Culvert Replacements
Total WESTERN CULVERT & SUPPLY INC.:						<u>17,165.20</u>	
WIS DEPT OF JUSTICE - CIB							
General Fund	2162	WIS DEPT OF JUSTICE - CIB	06302023	JUN-23; TIME CHARGES	06/30/2023	14.00	100-30-62100 Contracted Services
Total WIS DEPT OF JUSTICE - CIB:						<u>14.00</u>	
WISCONSIN DOCUMENT IMAGING							
Water Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	214959	JUN-23; COPIER USE	06/28/2023	250.56	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	214959	JUN-23; COPIER USE	06/28/2023	250.56	501-00-64060 Copying & Printing
General Fund	9249	WISCONSIN DOCUMENT IMAGI	214959	JUN-23; COPIER USE	06/28/2023	336.70	100-90-62300 Office Equipment Rental & Main
Total WISCONSIN DOCUMENT IMAGING:						<u>837.82</u>	
Grand Totals:						<u><u>3,575,707.60</u></u>	

TOTALS BY FUND

Capital Projects Fund	\$ 1,558,305.51
Cemetery Fund	\$ 1,051.99
Donation Fund	\$ 3,444.94
General Fund	\$ 117,639.67
Sewer Utility Fund	\$ 513,791.89
Storm Water Utility Fund	\$ 67,458.57
TID #4 Fund	\$ 34,659.16
TID #5 Fund	\$ 36,022.73
Water Utility Fund	\$ 1,243,333.14
<u>TOTALS</u>	<u>\$ 3,575,707.60</u>

RESOLUTION NO. 2023-70

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

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

WHEREAS, Village, CCM-Caledonia, LLC and Cardinal Capital Management, Inc. entered into Tax Incremental District No. 5 Development Agreement dated as of September 21, 2020 and a revised development agreement in July 2022, pursuant to which development of the Property as a 280-unit residential complex was planned, with certain financial participation by the Village. The parties desire to both amend and update that agreement, in its entirety, with this an Amended and Restated Development Agreement; and

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

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of July 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, President

Attest: _____
Joslyn Hoeffert, Clerk

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF CALEDONIA AND
CCM-CALEDONIA, LLC FOR
WATERS EDGE PLACE**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of July 11, 2023 by and between **CCM-CALEDONIA, LLC**, a Wisconsin limited liability company, its successors and/or assigns ("Developer"), and **CARDINAL CAPITAL MANAGEMENT, INC.**, a Wisconsin corporation and/or its successors and assigns ("Guarantor") and the **VILLAGE OF CALEDONIA, WISCONSIN**, a Wisconsin municipal corporation ("Village"), collectively the "Parties".

RECITALS

Village, Developer and Guarantor acknowledge the following:

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

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

C. Village, Developer and Guarantor entered into Tax Incremental District No. 5 Amended and Updated Development Agreement dated as of July 29, 2022, a memorandum of which was recorded in the Office of the Racine County Register of Deeds on August 23, 2022 as Document No. 2637281, pursuant to which development of the Property as a 178-unit residential complex was planned, with certain financial participation by the Village. The Parties desire to both amend and restate that agreement, in its entirety, with this Agreement.

D. Based upon an updated market analysis, Developer's design concept for the Property has changed. Developer now intends to construct approximately 93 units in a residential condominium complex on the Property, with an estimated development cost of at least \$60,000,000 (the "Project"). It is acknowledged that development of the Project as described in this recital will be consistent with the Project Plan.

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

F. The Village desires to expand the Village's housing stock, including residential housing with a density of about 8 units per acre, within the District and upon the Property. The Village finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the Village and its residents and will serve a public purpose in accordance with state and local law.

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

H. The Village, pursuant to Village Board action dated July 11, 2023, has approved this Agreement and authorized its execution by the proper Village officials on the Village's behalf.

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

AGREEMENTS

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

ARTICLE I DEFINITIONS

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

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

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

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

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

5. "Commencement Date" means December 1, 2023;

6. "Completion Date" means December 31, 2027;

7. "Developer" means CCM-Caledonia, LLC, a Wisconsin limited liability company;
8. "District" means Tax Incremental District No. 5, Village of Caledonia, Wisconsin;
9. "Guarantor" means Cardinal Capital Management, Inc., a Wisconsin corporation;
10. "Make Up Payment" shall have the meaning under Article V below;
11. "Minimum Guaranteed Value" means an equalized value of the Project of not less than \$4,569,800 million as of January 1, 2024, not less than \$8 million as of January 1, 2025, not less than \$20 million as of January 1, 2026, not less than \$40 million as of January 1, 2027, not less than \$60 million as of January 1, 2028, and thereafter during the Term of this Agreement;
12. "Pro-Forma" means Developer's updated financial pro-forma for the Project provided by Developer dated July ____, 2023, which is deemed a trade secret exempt from public records requirements.
13. "Project" means construction of approximately 93 residential condominium units, pursuant to the plans approved by Village, a preliminary depiction of which is attached hereto as Exhibit C (the "Plans") with an estimated development cost of at least \$60 million.
14. "Project Base Value" means the equalized value of the Property on the date on which the District was created, which is \$246,000. The Project Base Value shall be included within the Minimum Guaranteed Value (and shall not be deducted therefrom).
15. "Project Plan" means the project plan adopted by the Village on June 17, 2019;
16. "Property" means that certain real property legally described in Exhibit A, attached hereto.
17. "Property Site Preparation" means all costs incurred by Developer for demolition of structures and bluff stabilization, including but not limited to soft costs.
18. "Tax Increment" means tax increments (as defined by the Tax Increment Law) collected and retained by the Village from all of the property in the District;
19. "Tax Increment Law" means Wis. Stats. sec. 66.1105;
20. "Term" means the term of this Agreement which shall continue from the date of full execution of this Agreement until the date when the District is terminated;
21. "Village" means the Village of Caledonia, Wisconsin.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

DEVELOPER AND GUARANTOR ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable Village zoning and building codes, ordinances and regulations. Developer warrants and represents to the Village that the Project will contain approximately 93 residential condominium units, pursuant to the preliminary depiction set forth on the Plans and other plans approved by Village, that total development costs expended on the Project (inclusive of personal property) shall be not less than \$60 million, and that the equalized assessed value of the Project shall be:

1. not less than \$4,569,800 million by January 1, 2024;
2. not less than \$8 million by January 1, 2025;
3. not less than \$20 million by January 1, 2026;
4. not less than \$40 million by January 1, 2027;
5. not less than \$60 million by January 1, 2028; and thereafter during the Term of this Agreement.

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

As of the date of this Agreement, Developer has prepared the Property for construction by razing and removing all structures and stabilizing the lake bluff, at an actual cost to Developer for such Property Site Preparation in excess of \$4 million, subject to confirmation of such costs by the Village Administrator. Village has heretofore loaned \$4,000,000 to Developer to fund Developer's costs described in this paragraph ("Village Loan"). The full principal and all accrued interest on the Village Loan shall be repaid to Village by January 15, 2024, unless further extended.

Developer shall submit an application for a building permit for at least one building in the Project not later than December 1, 2023 (the "Commencement Date") and commence construction of at least one building in the project by May 1, 2024, and substantially complete construction of the Project in accordance with all zoning approvals and the Plans, on or before December 31, 2027 (the "Completion Date"). Copies of the Village-approved Plans will be retained at the offices of the Village Economic Development Department. The Project shall be deemed to be substantially

complete on the date that the Village Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The Village Building Inspector shall not issue a certificate of occupancy for a building if the building does not conform to the Plans, subject to any changes to the Plans that may have been approved by the Village.

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

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

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

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

F. In the event of a Default of Developer of any obligation set forth in Subsections D or E above, or in Article V or in Article X(M) below, Guarantor will discharge such obligations. Guarantor is not obligated to discharge any other obligations of Developer under this Agreement. Guarantor's obligations under this Agreement shall terminate on January 1 in the year following the January 1 on which the Project achieves the Minimum Guaranteed Value of \$60 million.

G. Developer intends to commence marketing residential condominium units for pre-sales to owner-occupants prior to 2023 year end.

ARTICLE IV

VILLAGE ACTIVITIES AND OBLIGATIONS

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

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

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

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

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

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

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

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

E. The Bond shall have a term that extends for the earlier to occur of (1) the termination of the life of the District, as the same may be extended, and (2) the date when all amounts due to Developer under the Bond have been paid (the "Bond Maturity Date"). Installment payments on the Bond will be due and payable each year on the date which is 30 days following the date on which all ad valorem taxes with respect to the Property have been paid (each a "Bond Payment Date"). The amount of the annual payment due on each Bond Payment Date shall be

equal to the amount of funds available from "Tax Increment" as of the date the Bond payment is due, after all Village debt secured by Tax Increment and contemplated in this Agreement is paid, provided that such debt shall include only a 2019 Note in the principal amount of \$555,000, a 2021 Note in the principal amount of \$1,465,000 and a 2021 Utility Bond in the principal amount of \$1,105,000. The amounts and maturities of the installments on the Bond which are to be prepaid shall be selected by the Village, in its sole discretion, without penalty.

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

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

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

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

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

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

**ARTICLE V
PAYMENT OF TAXES; MAKE UP PAYMENT**

For the year 2022 and thereafter ending with the last year of the Term of this Agreement, Developer guarantees that the ad valorem property taxes assessed against the Property shall be

based on not less than the Minimum Guaranteed Value as set forth in Article III(A) above. By way of example only, should the assessment ratio be 98% and the mill rate be \$19.22 per \$1,000 of assessed value for tax year 2025, the total amount required under this Agreement for tax year 2025 (payable in 2026) would be \$150,685. Developer agrees that, in the event that the property taxes actually paid with respect to the Property for any year covered by this Agreement are based on an equalized value less than the amount of the appropriate Guaranteed Minimum Value, the Village may submit a bill to Developer for the difference (a "Make Up Payment"). Such billing shall be submitted to Developer by the Village Treasurer by March 1 of the relevant tax year and, unless Developer elects to reduce the amount of the Bond as set forth in Article IV(C) above, shall be paid in full by Developer, without interest thereon, by March 31 of the relevant year.

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

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

ARTICLE VI NO PARTNERSHIP OR VENTURE

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

ARTICLE VII CONFLICT OF INTEREST

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

ARTICLE VIII WRITTEN NOTICES

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

or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

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

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

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

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

With a copy to: William R. Cummings
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Email: wcummings@reinhartlaw.com

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

ARTICLE IX DEFAULT

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

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

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

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

4. Developer:

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

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

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

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

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

f) shall cease to exist.

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

C. Upon the occurrence of any Default by either party, upon ten (10) days' notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies

available at law or in equity. The Village's rights shall include, but not be limited to temporary suspension of any payment of the Village payments under this Agreement during the continuance of any Default by Developer, or Village performance of any Developer obligation under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the Village suspended any payments of Village payments, the Village shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the Village payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

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

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

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

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

ARTICLE X MISCELLANEOUS

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

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

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

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

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

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

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

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

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

term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the Village or its agents, employees, contractors or representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. A Memorandum of the previous agreement was recorded in the office of the Register of Deeds of Racine County, Wisconsin on August 23, 2022 as Document No. 2637281. Similarly, a Memorandum of this Agreement shall be recorded, prior to the recording of any mortgage securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit D.

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

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

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

O. The parties agree that they shall enter into a subsequent agreement that addresses the anticipated on-site and off-site infrastructure including but not limited to private driveways, site grading and erosion controls, stormwater improvements, public sanitary sewer and water services by the Village Sewer Utility District and Water Utility District to implement the anticipated planned unit development for the Project in accordance with the Village's Code of Ordinances. The Developer agrees to contract with or otherwise arrange with said Utility Districts for the furnishing of public sewer and water services to the Project. All such work shall be pursuant to plans and specifications approved by the Village and Utility Districts and the Village. Developer acknowledges and agrees that it is responsible for all costs of on-site construction and installation of improvements required by the Village and Utility Districts in accordance with the Village's Code of Ordinances.

P. 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 timely make all submittals necessary in accordance with the Village's Code of Ordinances.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

By: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

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

Notary Public, State of Wisconsin
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Tax Parcel I.D. Nos: 104-04-23-21-003-010; 104-04-23-21-003-020; and
104-04-23-21-003-030

EXHIBIT B

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

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

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

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

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

This Bond has been issued to finance a project within the Village’s Tax Incremental District No. 5, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on September 21, 2020, by the Village Board of the Village (the “**Resolution**”). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District No. 5 Development Agreement dated as of July 11, 2023 between the Village and the Developer (“**Amended and Restated Agreement**”). This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. Except as expressly set forth in the Development Agreement, this Bond shall be payable solely from available Tax Increments generated by the Property and appropriated by the Village Board to the payment of this Bond (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

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

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

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

The Village's payment obligations hereunder are subject to appropriation, by the Village Board, of Tax Increments to make payments due on this Bond. In addition, as provided in Article IV Section C of the Development Agreement, the total amount to be paid shall be \$4,100,000.00, plus interest accruing at 4% per annum, except as modified by the terms of the Development Agreement. When that amount of Revenue has been appropriated and applied to payment of this Bond, the Bond shall be deemed to be paid in full and discharged, and the Village shall have no further obligation with respect hereto. Further, as provided in Article IV Section D. of the Development Agreement, the Village shall have no obligation to make payments on this Bond in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

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

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

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

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

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

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

Village of Caledonia

Thomas Weatherston, Village President

Joslyn Hoeffert, Village Clerk

(VILLAGE SEAL)

Schedule 1

Subject to the Village's actual receipt of Tax Increment and the terms and conditions of the Development Agreement, the Village shall make payments on the Bond to the Developer consistent with the "Developer MRO" column in the Schedule on the following pages.

Village of Caledonia, Wisconsin

Tax Increment District #5

Tax Increment Projection Worksheet - Cardinal

Type of District	Rehabilitation	Base Value	246,000
District Creation Date	May 6, 2019	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2019	Base Tax Rate ¹	\$17.02
Max Life (Years)	27	Rate Adjustment Factor	0.00%
Expenditure Period/Termination	22 5/6/2041		
Revenue Periods/Final Year	27 2047		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	Yes		

Construction Year	Value Added ²	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
2023	4,323,800	2024	0	4,323,800	2025	\$17.02	73,572
2024	3,430,200	2025	0	7,754,000	2026	\$17.02	131,938
2025	12,000,000	2026	0	19,754,000	2027	\$17.02	336,124
2026	20,000,000	2027	0	39,754,000	2028	\$17.02	676,434
2027	20,000,000	2028	0	59,754,000	2029	\$17.02	1,016,744
2028	0	2029	0	59,754,000	2030	\$17.02	1,016,744
2029	0	2030	0	59,754,000	2031	\$17.02	1,016,744
2030	0	2031	0	59,754,000	2032	\$17.02	1,016,744
2031	0	2032	0	59,754,000	2033	\$17.02	1,016,744
2032	0	2033	0	59,754,000	2034	\$17.02	1,016,744
2033	0	2034	0	59,754,000	2035	\$17.02	1,016,744
2034	0	2035	0	59,754,000	2036	\$17.02	1,016,744
2035	0	2036	0	59,754,000	2037	\$17.02	1,016,744
2036	0	2037	0	59,754,000	2038	\$17.02	1,016,744
2037	0	2038	0	59,754,000	2039	\$17.02	1,016,744
2038	0	2039	0	59,754,000	2040	\$17.02	1,016,744
2039	0	2040	0	59,754,000	2041	\$17.02	1,016,744
2040	0	2041	0	59,754,000	2042	\$17.02	1,016,744
2041	0	2042	0	59,754,000	2043	\$17.02	1,016,744
2042	0	2043	0	59,754,000	2044	\$17.02	1,016,744
2043	0	2044	0	59,754,000	2045	\$17.02	1,016,744
2044	0	2045	0	59,754,000	2046	\$17.02	1,016,744
2045	0	2046	0	59,754,000	2047	\$17.02	1,016,744
Totals	59,754,000		0		Future Value of Increment		20,536,198

¹Represents actual 2022/2023 TID Equalized Tax Rate per WI DOR form PC-202.

²Assumes minimum value guarantees only.

Village of Caledonia, Wisconsin

Tax Increment District #5

Cash Flow Projection - Cardinal Only

Year	Projected Revenues			Expenditures							Balances			Year			
	Tax Increments	G.O. Promissory Notes, Series 2019 555,000 Dated Date: 11/26/19		Taxable General Obligation Promissory Notes, Series 2021B 1,465,000 Dated Date: 04/01/21			Water System and Sewerage System Revenue Bonds, Series 2021 1,105,000 Dated Date: 11/08/21			Admin./ Professional Services	Cardinal Municipal Revenue Obligation	Total Expenditures	Annual		Cumulative	Principal/ Incentive Outstanding	
2021	0		11,100							20,000		31,100	(31,100)	(31,100)	3,125,000	2021	
2022	0		11,100							20,000		93,942	(93,942)	(125,042)	3,125,000	2022	
2023	0		11,100							20,000		83,659	(83,659)	(208,701)	9,301,592	2023	
2024	0		11,100	100,000	2.00%	20,765	35,000	4.00%	30,094	20,000	0	216,959	(216,959)	(425,660)	9,166,592	2024	
2025	73,572		11,100	170,000	2.00%	18,065	35,000	4.00%	28,694	20,000	0	282,859	(209,287)	(634,947)	8,961,592	2025	
2026	131,938		11,100	220,000	1.00%	15,265	40,000	4.00%	27,194	20,000	0	333,559	(201,621)	(836,568)	8,701,592	2026	
2027	336,124	180,000	2.00%	9,300	155,000	1.20%	13,235	40,000	4.00%	25,594	20,000	0	443,129	(107,005)	(943,572)	8,326,592	2027
2028	676,434	185,000	2.00%	5,650	270,000	1.40%	10,415	40,000	4.00%	23,994	20,000	0	555,059	121,375	(822,197)	7,831,592	2028
2029	1,016,744	190,000	2.00%	1,900	275,000	1.50%	6,463	45,000	4.00%	22,294	20,000	0	560,656	456,087	(366,110)	7,321,592	2029
2030	1,016,744				275,000	1.60%	2,200	45,000	4.00%	20,494	20,000	287,940	650,634	366,110	0	6,713,652	2030
2031	1,016,744							45,000	4.00%	18,694	20,000	933,050	1,016,744	0	0	5,735,602	2031
2032	1,016,744							50,000	3.00%	17,044	20,000	929,700	1,016,744	0	0	4,755,902	2032
2033	1,016,744							50,000	3.00%	15,544	20,000	931,200	1,016,744	0	0	3,774,702	2033
2034	1,016,744							70,000	2.00%	14,094	20,000	912,650	1,016,744	0	0	2,792,052	2034
2035	1,016,744							70,000	2.00%	12,694	20,000	914,050	1,016,744	0	0	1,808,002	2035
2036	1,016,744							70,000	2.00%	11,294	20,000	915,450	1,016,744	0	0	822,552	2036
2037	1,016,744							75,000	2.125%	9,797	20,000	352,552	457,349	559,395	559,395	395,000	2037
2038	1,016,744							75,000	2.125%	8,203	20,000	103,203	913,541	1,472,935	320,000	320,000	2038
2039	1,016,744							75,000	2.250%	6,563	20,000	101,563	915,181	2,388,116	245,000	245,000	2039
2040	1,016,744							80,000	2.250%	4,819	20,000	104,819	911,925	3,300,041	165,000	165,000	2040
2041	1,016,744							80,000	2.375%	2,969	20,000	102,969	913,775	4,213,816	85,000	85,000	2041
2042	1,016,744							85,000	2.375%	1,009	20,000	106,009	910,734	5,124,551	0	0	2042
2043	1,016,744										20,000	996,744	6,121,294	0	0	0	2043
2044	1,016,744										20,000	996,744	7,118,038	0	0	0	2044
2045	1,016,744										20,000	996,744	8,114,782	0	0	0	2045
2046	1,016,744										20,000	996,744	9,111,525	0	0	0	2046
2047	1,016,744										20,000	996,744	10,108,269	0	0	0	2047
Total (2021-2047)	20,536,198	555,000	83,450	1,465,000	140,820	1,105,000	362,067	540,000	6,176,592	10,427,929						Total (2021-2047)	

Notes:

Net Present Value: **\$4,100,000.00**
Interest Rate: **4.00%**

Cost Recovery Year - Cardinal Only



REGISTRATION PROVISIONS

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

Date of Registration

Name of Registered Owner
Clerk/Treasurer

Signature of Village

EXHIBIT C

Preliminary Plans

See following two pages.

DRAFT



DEVELOPMENT SUMMARY

SITE
20.10 ACRES

AMENITY BUILDING

UNIT COUNT
TOWNHOMES: 65
- 2 STORY: 53 UNITS
- 3 STORY: 12 UNITS
VILLAS: 28 UNITS
TOTAL UNITS: 93 UNITS

PARKING
TOWNHOMES:
- ENCLOSED: 130 STALLS
- SURFACE: 130 STALLS
VILLAS:
- ENCLOSED: 58 STALLS
- SURFACE: 56 STALLS
VISITOR (PUBLIC):
- SURFACE: 17 STALLS

KEY PLAN

- VILLAR
- 2-STORY TOWNHOMES
- 3-STORY TOWNHOMES
- AMENITY BUILDING

ARCHITECTURAL SITE PLAN

DRAFT

CONCEPTUAL | NOT FOR CONSTRUCTION



VILLAS

DRAFT

CONCEPTUAL | NOT FOR CONSTRUCTION



TOWNHOMES

EXHIBIT D

Memorandum of Amended and Restated Development Agreement

**MEMORANDUM OF
AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

Document Number

Document Title

THIS MEMORANDUM OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“**Memorandum**”) is made effective as of the 11 day of July, 2023, by and between CCM-Caledonia, LLC, its successors and/or assigns (“**Developer**”), and the **VILLAGE OF CALEDONIA**, a municipal corporation of Racine County, Wisconsin (“**Village**”).

Recording Area

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

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

PIN

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Development Agreement dated as of July 11, 2023 (“**Agreement**”). The full Amended and Restated 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; 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.

6. **TERMINATION OF PRIOR MEMORANDUM.** This Memorandum terminates, replaces and supersedes the memorandum of a previous agreement recorded in the Office of the Register of Deeds for Racine County on August 23, 2022 as Document No. 2637281.

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

DEVELOPER:

VILLAGE:

CCM-CALEDONIA, LLC

VILLAGE OF CALEDONIA

By: _____
Name: Erich Schwenker
Title: President of Cardinal Capital
Management, Inc., Manager of
CCM-Caledonia, LLC

By: _____
Thomas Weatherston, Village President

By: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this 11 day of July, 2023, the above-named Erich Schwenker, the President of CCM-Caledonia, LLC, to me known to be the person who executed the foregoing agreement on behalf of the Developer and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
RACINE COUNTY)

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

Notary Public State of Wisconsin
My commission expires: _____

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

EXHIBIT A

LEGAL DESCRIPTION

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

Tax Parcel I.D. No.: 104-04-23-21-003-000;
104-04-23-21-005-000;
104-04-23-21-006-000.

RESOLUTION NO. 2023-71

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING A THIRD AMENDMENT TO LOAN AGREEMENT BETWEEN
CCM-CALEDONIA, LLC, VILLAGE OF CALEDONIA AND
CARDINAL CAPITAL MANAGEMENT, INC.**

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

WHEREAS, the Village of Caledonia, CCM-Caledonia, LLC and Cardinal Capital Management, Inc. are parties to an Amended and Updated Development Agreement dated as of July 29, 2022, for the development of certain property in the Village (the “Property”), and which Property; and

WHEREAS, the Developer and Village entered into a Loan Agreement in order for Developer to commence and complete certain demolition and bluff stabilization work in a timely manner, prior to construction of new buildings as contemplated in the Development Agreement and Developer requested a short-term secured loan from Village and the parties are desirous of extending the term of said loan; and

NOW, THEREFORE, BE IT RESOLVED THAT the Third Amendment to Loan Agreement in substantially the form attached hereto as **Exhibit A** is approved, and the Village President and Village Clerk are authorized to execute such agreement when approved and Village staff are authorized to take such actions as provided for under the agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of _____, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

THIRD AMENDMENT TO LOAN AGREEMENT

THIS THIRD AMENDMENT TO LOAN AGREEMENT (this "Third Amendment") is made and entered into as of July ___, 2023, by and between CCM-Caledonia, LLC ("Developer"), Village of Caledonia ("Village") and Cardinal Capital Management, Inc. ("Guarantor") and is agreed and consented to by Erich Schwenker and Daniel J. O'Connell ("Additional Guarantors").

RECITALS

A. Village, Developer and Guarantor entered into that certain Loan Agreement dated as of July 8, 2021 as amended by First Amendment to Loan Agreement made as of November, 2021, and as further amended by Second Amendment to Loan Agreement made as of July 29, 2022 (collectively the "Loan Agreement") pursuant to which Village agreed to provide a loan to Developer in an amount up to \$4,000,000 (the "Loan") in connection with the development of the property more particularly described in Exhibit A attached hereto (the "Property"). The Loan Agreement and the other documents evidencing and securing the Loan shall be referred to collectively herein as the "Loan Documents".

B. The Loan is secured by mortgage liens in favor of the Village on the portions of the Property and the Cardinal Guaranty and the Additional Guaranty as described in the Loan Documents.

C. The parties desire to amend the term of the Loan and to amend the Loan Documents as more particularly described below.

AGREEMENTS

In consideration of the Recitals and the mutual promises set forth below, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated herein by this reference.
2. Capitalized Terms. Capitalized terms not otherwise defined in this Third Amendment shall have the meanings ascribed to them in the Loan Agreement.
3. Loan Term. The term of the Loan and all references to the term and the due date for repayment of principal in the Loan Documents are hereby extended to January 15, 2024. Developer will continue to pay the Village interest on the principal balance of the Loan, at the Village's costs of borrowing the funds, upon thirty (30) days' advance written notice.
4. Reaffirmation of Guaranties. Guarantor and Additional Guarantors reaffirm all of their obligations contained in their respective guaranties in favor of the Village.
5. Miscellaneous. Except as specifically amended in this Third Amendment, the terms of the Loan Agreement remain unmodified and in full force and effect. This Third Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Third

Amendment may be executed via e-mail or facsimile transmission and all PDF (or similar electronic format) or facsimile signatures shall be deemed originals for all purposes.

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

VILLAGE OF CALEDONIA

BY _____
Thomas Weatherson, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

CCM-CALEDONIA, LLC

By: Cardinal Capital Management, Inc.,
Its sole member

By: _____
Erich Schwenker, President

CARDINAL CAPITAL MANAGEMENT, INC.

By: _____
Erich Schwenker, President

ADDITIONAL GUARANTORS

Erich Schwenker, Individually

Daniel J. O'Connell, Individually

EXHIBIT A

FORMERLY KNOWN AS:

That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at the North 1/4 corner of said Section; run thence South 89° 58' 39" East 316.00 feet on the North line of said Section; thence South 00° 05' 51" West 299.37 feet; thence South 78° 30' 36" West 322.57 feet to the North-South 1/4 line of said Section 21; thence North 00° 05' 51" East, 363.75 feet on the said North-South 1/4 line to the point of beginning. Reserving therefrom the rights of the public in and to the Westerly 49.5 feet of the above described parcel for roadway purposes. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Parcel I.D. No: 104-04-23-21-003-000

That part of the Northeast fractional 1/4 of Section 21, Township 4 North, Range 23 East, bounded: Begin at the North 1/4 corner of said Section 21; thence South along the North and South 1/4 line of said Section, 724.41 feet; thence East parallel with the North line of said Section 1861.6 feet to water's edge of Lake Michigan; thence Northwesterly along said water's edge to the North line of said Section; thence West along said North line of Section 21, 1088.5 feet to the place of beginning. EXCEPTING THEREFROM lands contained in Land Contract recorded November 10, 1975, in Volume 1290, page 349, as Document No. 966052. FURTHER EXCEPTING THEREFROM lands contained in Trustee's Deed of Real Estate recorded October 8, 1975, in Volume 1285, page 562, as Document No. 964286. FURTHER EXCEPTING THEREFROM lands contained in Quit Claim Deed recorded April 12, 1978, in Volume 1437, page 136, as Document No. 1024958. FURTHER EXCEPTING THEREFROM lands contained in Warranty Deed recorded September 7, 1979, in Volume 1527, page 184, as Document No. 1059987. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No. 104-04-23-21-005-000

That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, described as follows: Commence at a standard Racine County monument marking the North 1/4 corner of said Section 21; run thence South 00 deg. 27' 09" East 391.48 feet to the point of beginning of this description; thence North 78 deg. 03' 39" East 280.93 feet; thence South 06 deg. 52' 21" East 356.68 feet; thence South 89 deg. 28' 51" West 315.19 feet; thence North 00 deg. 27' 09" West 298.87 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No. 104-04-23-21-006-000

NOW KNOWN AS:

LOTS 1, 2, AND 3 OF CERTIFIED SURVEY MAP NO. 3464 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON AUGUST 19, 2021 AS DOCUMENT NO. 2602721, BEING PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 23 EAST, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

Lot 1 Tax Key No. 104-04-23-21-003-010

Lot 2 Tax Key No. 104-04-23-21-003-020

Lot 3 Tax Key No. 104-04-23-21-003-030

RESOLUTION NO. 2023-72

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE THE FINAL PLAT OF THE GLEN AT WATERS EDGE WHICH PROPOSES 30 SINGLE-FAMILY RESIDENTIAL LOTS AND 4 OUTLOTS ON PARCEL ID NOS. 104-04-23-16-021-000, 104-04-23-21-016-010, 104-04-23-21-016-000 & 104-04-23-21-021-000 SUBMITTED BY JOHN WAHLEN, APPLICANT, VILLAGE OF CALEDONIA, OWNER

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

WHEREAS, the applicant has submitted a Final Plat for The Glen At Waters Edge to the Village for consideration. The proposed Final Plat would create 30 lots from the existing parcels, and 4 total Outlots; and.

WHEREAS, the Final Plat dedicates one of the 4 Outlots to the Village for Park purposes. This Park will contain a pedestrian path and open space; and

WHEREAS, the Preliminary Plat was approved by the Plan Commission and Village Board on September 6, 2022 via Resolution 2022-84; and

WHEREAS, after reviewing the Final Plat of The Glen At Waters Edge, the Village Engineer created a Memo for the Village Plan Commission. The Village Engineer's Memo dated July 22, 2023, attached hereto as **Exhibit A**, recommended conditional approval of the Final Plat.

WHEREAS, the Village Plan Commission on June 26, 2023 recommended conditional approval of the Final Plat for The Glen At Waters Edge in accordance with the Village Engineer's Memo (**Exhibit A**).

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Final Plat for The Glen At Waters Edge as set forth above, is hereby approved for the reasons and requirements set forth in **Exhibit A**, and subject to the same conditions imposed by the Village Plan Commission, and as described in **Exhibit A** and in compliance with all applicable Village Ordinances.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of _____ 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

MEMORANDUM

Date: June 22, 2023

To: Plan Commission

From: Ryan Schmidt, P.E.
Village Engineer



Re: **The Glen at Waters Edge Final Plat – SW ¼ Section 16 & NW ¼ Section 21 Range 23 East, Town 4 North; Village of Caledonia, Racine County, WI Parcel ID's: 51-104-04-23-16-021-000, 51-104-04-23-21-016-000, 51-104-04-23-21-016-010, & 51-104-04-23-21-021-000**

BACKGROUND INFORMATION

The Planning & Zoning Department and Engineering Department have received a Final Plat for The Glen at Waters Edge Subdivision prepared by Grady L. Gosser, R.L.S. of Trio Engineering, LLC, on behalf of Cornerstone Development of S.E. WI, LLC. The proposed subdivision is located on the west side of Waters Edge (Erie Street) at the future intersection of 5 Mile Road.

This subdivision is for the creation of 30 single family lots, 4 total Outlots, 1 Outlot is to be dedicated to the Village for park purposes, and the construction of 5 Mile Road from the existing termini of 5 Mile Road east of North Point Drive to Waters Edge Drive, and 3 cul-de-sacs. These cul-de-sacs are to be named Maxwell Court, Sean Court, and Lillie Circle.

The Village Board entered into a Development Agreement with Cornerstone Development through Resolution 2022-73 which was approved on July 11, 2022. A meeting was held for the Concept Preliminary Plat on July 25, 2022, which passed both Plan Commission and Village Board. The Preliminary Plat was reviewed on August 29, 2022 which also passed both Plan Commission and Village Board via Resolution 2022-84. The Property was officially purchased and closed on June 15, 2023 by Cornerstone Development.

The Final Plat is consistent with the Village's Comprehensive Land Use Plan (2035) and is consistent with the previously approved R-4 Zoning (changed from R-3). The lots range from 10,649 Sq. Ft. to 22,321 Sq. Ft. A set of Construction Plans has been submitted, reviewed, and approved by the Village which includes the Sewer and Water utility extensions required to serve the new properties. The Developer has acquired all the necessary permits from the DNR, Racine Water/Wastewater, and the Village to begin construction.

Per the Public Service Director's Memo dated July 21, 2022, August 25, 2022, and the approved Plan Commission meetings for both the Concept and Preliminary Plat, a modification waiver was granted for the 40% Open Space Requirement within the Sanitary Sewer & Water Service Area and to allow the subdivision to develop without conservation easements. During the plan review process, it was also requested that a landscape buffer be installed along Lots 1-8 and along the north property line. A 5' dedicated landscape buffer has been incorporated and responsibility fully placed on the subdivision and its HOA for the maintenance of said easement. The easement is separate from any drainage and utility easement.

A Wetland Delineation has been completed on this property and confirmed by the DNR in June 2022. The wetlands have been shown. The Primary Environmental Corridor has also been shown on the Final Plat and will need to be confirmed by SEWRPC.

Village Staff have reviewed the Final Plat for The Glen at Waters Edge as well as the Construction Plans and recommend approval. Minor comments are to be addressed per the listed conditions below.

RECOMMENDATION

Move to approve the Final Plat for The Glen at Waters Edge subject to the following conditions:

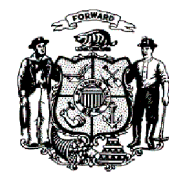
- 1. Add note listing the zoning and setbacks on the Final Plat.**
- 2. Add to notes that Outlot 1 also contains Stormwater Management Facilities and that a separate stormwater easement will be required together with Outlot 3.**
- 3. Confirm there are no conflicts with the existing 7' wide easement for the Milwaukee Elec. Railway and Light Co. and the proposed easements for drainage and landscaping.**
- 4. Provide confirmation from SEWRPC regarding the Primary Environmental Corridor.**
- 5. Add note on Final Plat for "Lots have been filled greater than 3 feet and may require additional courses in the foundations to reach suitable soil. Will need to provide a soil compaction certification for the areas of greater than 3 feet of fill".**
- 6. Add note on the Final Plat that "Driveways shall not have a centerline slope steeper than 6%."**
- 7. Add note on the Final Plat for the restriction of trees, plantings, buildings, fences, berms, retaining, etc in easement areas and right-of-ways with the exception of landscape trees/plantings in the landscape easement.**
- 8. Areas of slope greater than 12% shall be designated and identified on the Final Plat.**
- 9. No Building Permits will be issued until the Final Plat has been recorded.**
- 10. The Final Plat shall be submitted to the appropriate objecting agencies (Wisconsin Department of Administration) for authorization.**
- 11. The subdivision shall be surveyed and monumented per Wisconsin State Statutes 236.15.**
- 12. The Glen at Waters Edge Subdivision must conform to all Ordinances in Titles 9, 14, and 18 as necessary.**
- 13. The Final Plat shall be recorded and filed no later than 2 years after the date of approval of the preliminary plat.**

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.

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____

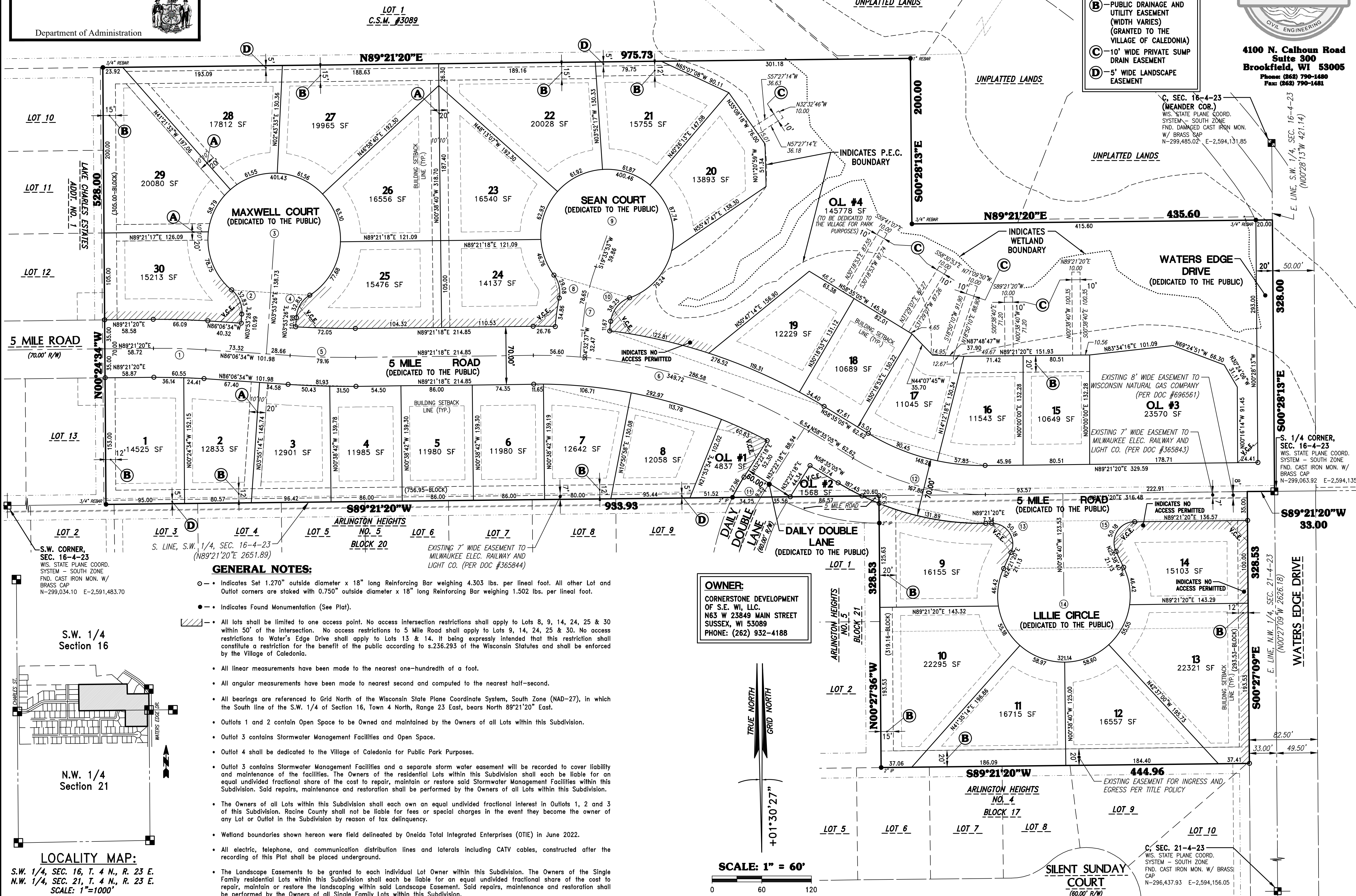


Department of Administration



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

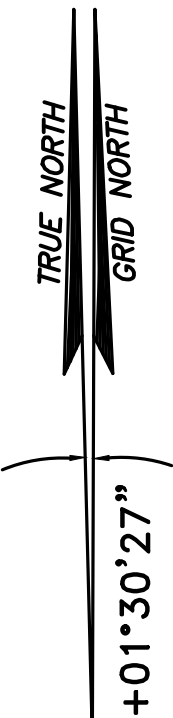
EASEMENT LEGEND:	
(A)	20' WIDE PUBLIC STORM SEWER EASEMENT (GRANTED TO THE VILLAGE OF CALEDONIA)
(B)	PUBLIC DRAINAGE AND UTILITY EASEMENT (WIDTH VARIES) (GRANTED TO THE VILLAGE OF CALEDONIA)
(C)	10' WIDE PRIVATE SUMP DRAIN EASEMENT
(D)	5' WIDE LANDSCAPE EASEMENT



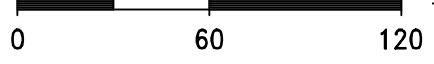
GENERAL NOTES:

- — 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. If 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.
- The Landscape Easements to be granted to each individual Lot Owner within this Subdivision. The Owners of the Single Family residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore the landscaping within said Landscape Easement. Said repairs, maintenance and restoration shall be performed by the Owners of all Single Family Lots within this Subdivision.

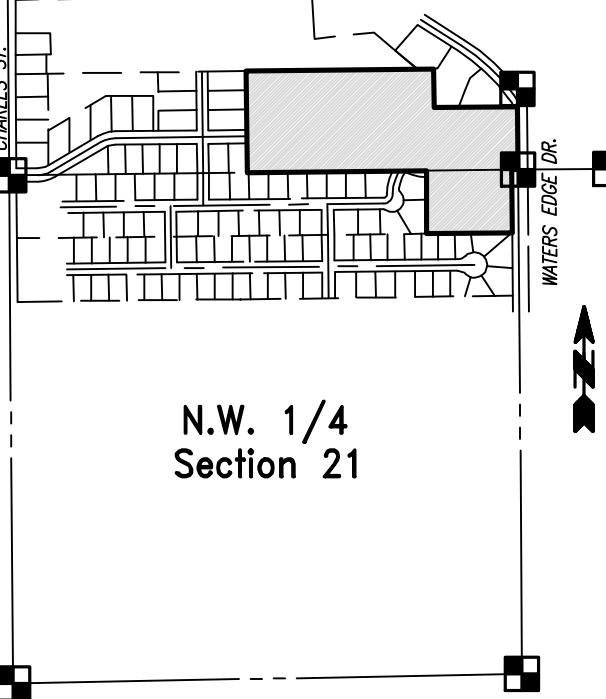
OWNER:
CORNERSTONE DEVELOPMENT
OF S.E. WI, LLC.
N63 W 23849 MAIN STREET
SUSSEX, WI 53089
PHONE: (262) 932-4188



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'

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

DATED THIS 15TH DAY OF JUNE, 2023

SHEET 1 OF 3

X:\2023\22-040-796 THE GLEN AT WATERS EDGE CALEDONIA DRAWINGS SURVEY PLATS\166PLOT1.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:

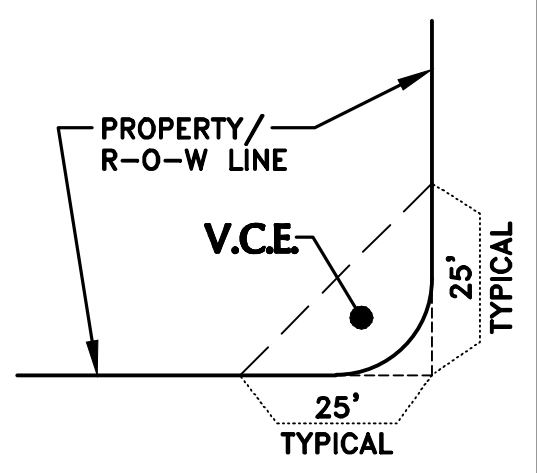
- Grading, filling, and excavation shall be prohibited in said Preservation Area, except as may be required for Nature Walking Trails. Filling of Wetlands and Floodplain is subject to approval by the City of Pewaukee and the Department of Natural Resources.
- Construction of structures within said Preservation 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.

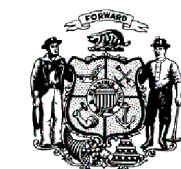


4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1490
Fax: (262) 790-1481

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 ____.

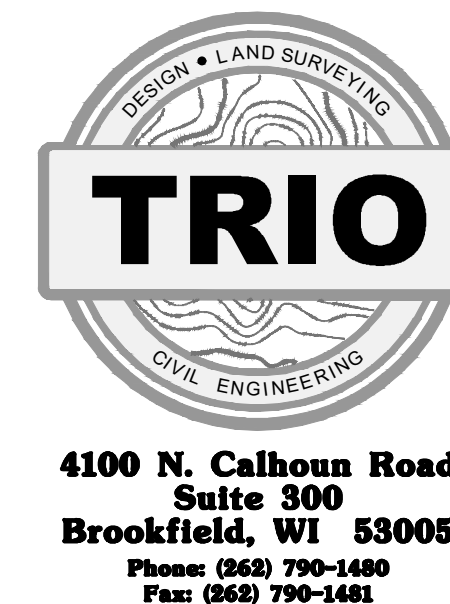
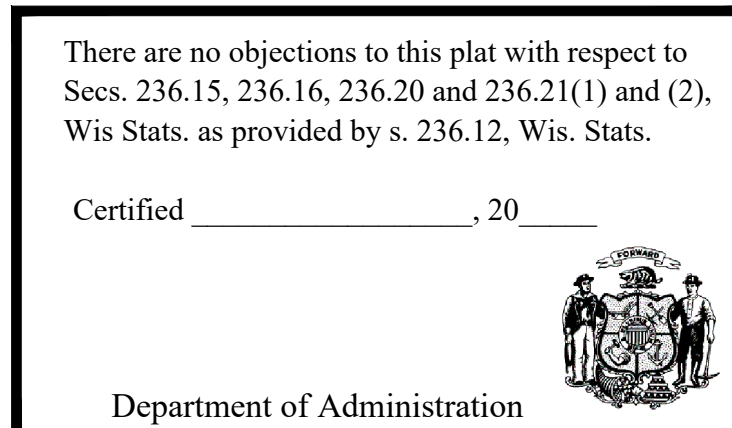
SPRING BANK

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

**RESOLUTION NO. 2023-73
(7-11-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
DEPOSIT AGREEMENT WITH ROBIN L. & RAULPH J. VALLIN –
7431 5 MILE ROAD**

WHEREAS, the Caledonia Utility District conditionally approved a Storm Water Management Plan and a Site Grading Plan for the Brown CSM, which is located at the Southeast corner of State Truck Highway 38 and 5 Mile Road. At the time of development of the lots within the CSM, a Deposit Agreement is required for each lot to ensure the completion and construction of the storm water pond on the lot, in conformity with the approved Plans and Specifications.

WHEREAS, the Deposit Agreement is to be entered into by the Owners, the Caledonia Utility District, and the Village of Caledonia.

WHEREAS, the Owners, Robin L. & Raulph J. Vallin have executed said Deposit Agreement and have made the required deposit with the Village of Caledonia on June 27, 2023.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Deposit Agreement at their July 5, 2023 meeting.

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

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of July, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

DEPOSIT AGREEMENT

This Deposit Agreement (referred to as the "Agreement") is made the 27 day of June, 2023, by and between **ROBIN L. & RAULPH J VALLIN**, being husband and wife, residing at 1537 South Street Racine, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as "Caledonia".

RECITALS

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

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

C. Owner has provided Caledonia with a Storm Water Management Plan for the Property, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped October 16, 2019, Construction Plans, prepared by Nielsen Madsen + Barber S.C., dated and Professional Engineer Stamped October 16, 2019, and an Individual Site Grading Plan, prepared by Nielsen Madsen + Barber S.C., dated and Land Surveyor Stamped May 19, 2023, for the Drainage Facilities to be constructed on the Property (referred to in this Agreement as the "Plan"). The areas of the Owner's Property affected by the Drainage Facilities are described in attached Exhibit B, and include a storm water pond. Caledonia has approved the Plan (in accordance with recommendations of Public Services Director, Anthony A. Bunkelman P.E.).

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

(1) Owner completing construction of the Plan and Drainage Facilities, in conformity with the Plan, within 1 year or by July 31, 2024, subject to an extension in the event of force majeure as defined below (the "Completion Date"); and

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

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

AGREEMENT

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

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

2. Owner shall deposit the sum of \$10,000.00 (referred to in this Agreement as the "Deposit") with Caledonia on or before June 30, 2023. Caledonia is not required to set up a separate account for the Deposit and may commingle the Deposit with its other funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

Robin L. & Raulph J. Vallin
1537 South Street
Racine, WI 53402

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

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

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

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

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

OWNER:

BY: Robin Vallin
ROBIN L. VALLIN

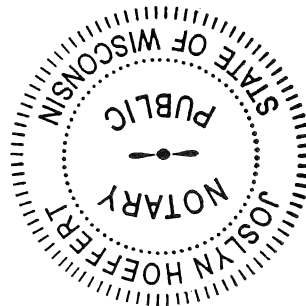
BY: Raulph Vallin
RAULPH J. VALLIN

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 27 day of JUNE 2023, the above-named **ROBIN L & RAULPH J. VALLIN**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

Joslyn Hoefert
Notary Public, State of Wisconsin
JOSLYN HOEFFERT

My Commission expires: 12/13/25



VILLAGE OF CALEDONIA

BY: _____
Thomas Weatherston, President

ATTEST: _____
Joslyn Hoeffert, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2023, the above-named **Thomas Weatherston, President** and **Joslyn Hoeffert, Clerk**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, Racine County, WI

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

ATTEST: _____
Robert Kaplan, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2023, the above-named, **Howard Stacey, President** and **Robert Kaplan, Secretary**, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

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

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00
Transfer Fee: \$420.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Fidelity Title Inc.
Pages: 1

Document Number

Document Name

THIS DEED, made between JUSTIN BROWN

_____ ("Grantor," whether one or more),
and RAULPH J. VALLIN and ROBIN L. VALLIN, husband and wife, as
survivorship marital property

_____ ("Grantee," whether one or more).
Grantor, for a valuable consideration, conveys to Grantee the following described real
estate, together with the rents, profits, fixtures and other appurtenant interests, in
Racine _____ County, State of Wisconsin ("Property") (if more space is
needed, please attach addendum):

Lot 1 of Certified Survey Map No. 3423, recorded as Document No. 2572638, being
part of the Northwest ¼ and the Northeast ¼ of the Northwest ¼ of Section 23, Town
4 North, Range 22 East. Said land being in the Village of Caledonia, County of
Racine, and State of Wisconsin.

84071

Recording Area

Name and Return Address

FIDELITY TITLE INC.
101 E. WASHINGTON ST.
BURLINGTON, WI 53105

104-04-22-23-025-010

Parcel Identification Number (PIN)

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

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and public or private rights, if any, in such portion of the premises described herein as may be used; and general taxes levied in the current year.

Dated April 11, 2022

(SEAL) *Justin Brown* (SEAL)
* Justin Brown

(SEAL) _____ (SEAL)
* _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)
RACINE) ss.
COUNTY)

authenticated on _____

* _____

Personally came before me on April 11, 2022,
the above-named Justin Brown

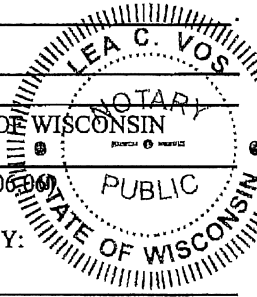
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.09)

I am known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Michael J. Kelly
Attorney at Law

Lea C. Vos
* LEA C. VOS
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 3/5/25)

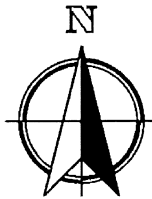


(Signatures may be authenticated or acknowledged. Both are not necessary.)

30-4

CERTIFIED SURVEY MAP NO. 3423

PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.



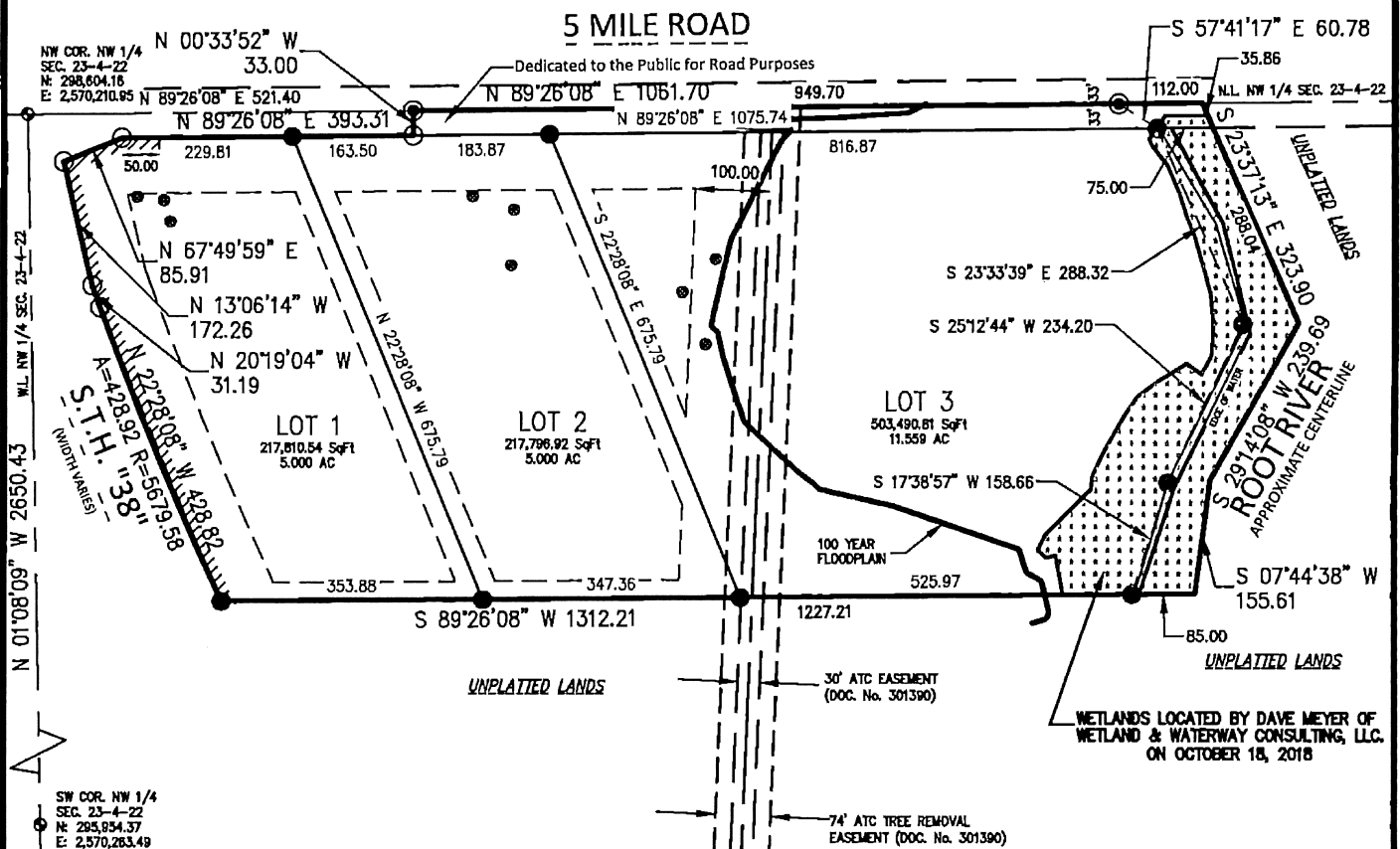
Document # **2572638**
RACINE COUNTY REGISTER OF DEEDS
November 23, 2020 1:56 PM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

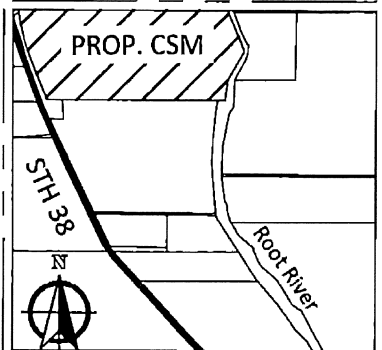
Pages: 4

RECORDING DATA



SW COR. NW 1/4
SEC. 23-4-22
N: 295,854.37
E: 2,570,263.49

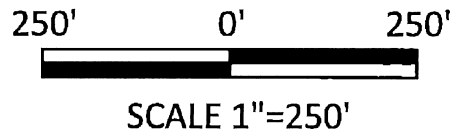
LOCATION MAP
5 mile Rd



NW 1/4 SECTION 23-T4N-R23E



Mark R. Madsen
12-5-19



NOTES:
 ZONING OF PARCELS IS : A-2
 OWNER/LAND SPLITTER: JUSTIN BROWN
 ADDRESS: 4215 ERIE STREET, RACINE, WI. 53402
 ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.
 BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.
 BASED UPON NAD 1927. THE NORTH LINE OF SECTION 23-T4N-R23E IS ASSUMED TO BEAR N 89°26'08" E.

- LEGEND:**
- 1" O.D. IRON PIPE FOUND
 - 5/8" O.D. REBAR - 1.68LBS/LIN FT. SET
 - ⊕ 6" CONC. MON. W / SEWRPC BRASS CAP FOUND
 - ⊗ SOIL BORING
 - ▨ NO VEHICULAR ACCESS



Nielsen Madsen & Barber
CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbc.net

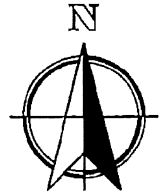
This Instrument was drafted by Mark R. Madsen September 30, 2019 Revised December 05, 2019

2018.0256.02.DWG
SHEET 1 OF 4 SHEETS

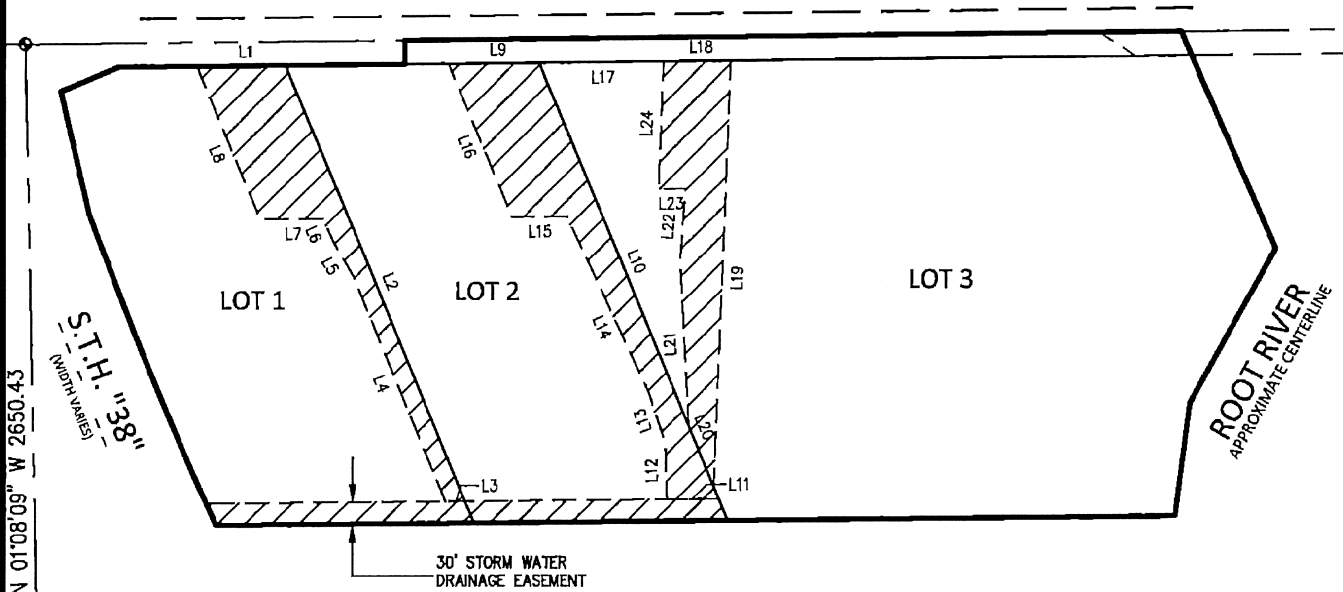
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STORM WATER DRAINAGE EASEMENTS



5 MILE ROAD



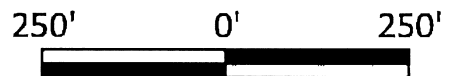
LOT 1 EASEMENT TABLE		
Line #	Length	Direction
L1	121.63	N89° 26' 08"E
L2	643.45	S22° 28' 08"E
L3	21.56	S89° 26' 08"W
L4	332.54	N22° 28' 08"W
L5	54.72	N30° 08' 37"W
L6	33.60	N24° 06' 44"W
L7	85.78	S89° 27' 24"W
L8	226.38	N22° 28' 08"W

LOT 2 EASEMENT TABLE		
Line #	Length	Direction
L9	124.02	N89° 26' 08"E
L10	643.45	S22° 28' 08"E
L11	70.58	S89° 26' 08"W
L12	75.37	N01° 28' 44"W
L13	72.39	N18° 10' 14"W
L14	266.60	N25° 04' 38"W
L15	75.31	S89° 26' 08"W
L16	226.42	N22° 28' 08"W

LOT 3 EASEMENT TABLE		
Line #	Length	Direction
L17	170.64	N89° 26' 08"E
L18	92.06	N89° 26' 08"E
L19	581.94	S02° 17' 35"W
L20	89.40	N22° 28' 08"W
L21	224.30	N03° 07' 26"W
L22	100.66	N04° 17' 21"E
L23	36.90	S89° 26' 08"W
L24	174.11	N02° 17' 48"E



Mark R. Madsen
12-5-19



SCALE 1"=250'



Nielsen Madsen & Barber

CIVIL ENGINEERS AND LAND SURVEYORS

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

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

This Instrument was drafted by Mark R. Madsen September 30, 2019 Revised December 05, 2019

2018.0256.02.DWG
SHEET 2 OF 4 SHEETS

CERTIFIED SURVEY MAP NO. 3423

PART OF THE NORTHWEST 1/4 & NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify: That I have prepared this Certified Survey Map at the direction of Justin Brown, Owner; THAT such Map is a correct representation of the exterior boundaries of the land surveyed and are described as: That part of the Northwest 1/4 & Northeast 1/4 of the Northwest 1/4, Section 23, Township 4 North, Range 22 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said Section 23; run thence N89°26'08"E, 521.40 feet along the North line of the Northwest 1/4 of said Section 23 to the point of beginning of this description; continue thence N89°26'08"E, 949.70 feet along the North line of the Northwest 1/4 of said Section 23 to a meander corner located S89°26'08"W, 112.00 feet from the approximate centerline of the Root River; thence S57°41'17"E, 60.78 feet along said meander line to a point on the Southerly right-of-way line of 5 Mile Road; thence S23°33'39"E, 288.32 feet along said meander line; thence S25°12'44"W 234.20 feet along said meander line; thence S17°38'57"W, 158.66 feet along said meander line to a meander corner located S89°26'08"W, 85.00 feet from the approximate centerline of the Root River; thence S89°26'08"W, 1227.21 feet parallel with the North line of the Northwest 1/4 of said Section 23 to a point on the Easterly right-of-way line of State Trunk Highway "38" (S.T.H. "38") and a point on a curve to the right having a Westerly convexity, a radius of 5679.58 feet and a chord bearing and distance of N22°28'08"W, 428.82 feet; thence Northwesterly 428.92 feet along the arc of said curve and along the Easterly right-of-way line of said S.T.H. "38"; thence N20°19'04"W, 31.19 feet along the Easterly right-of-way line of said S.T.H. "38"; thence N13°06'14"W, 172.26 feet along the Easterly right-of-way line of said S.T.H. "38" to a point on the Southerly right-of-way line of said 5 Mile Road; thence N67°49'59"E, 85.91 feet along the Southerly right-of-way line of said 5 Mile Road; thence N89°26'08"E, 393.31 feet parallel with the North line of the Northwest 1/4 of said Section 23 and along the Southerly right-of-way line of said 5 Mile Road; thence N00°33'52"W, 33.00 feet along the Southerly right-of-way line of said 5 Mile Road to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin. Containing 974,365 square feet or 22.368 acres more or less to the Centerline of the Root River. (Containing 905,046 square feet or 20.777 acres more or less to the edge of water of the Root River and excluding the road right-of-way.).

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

December 05, 2019



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



Nielsen Madsen & Barber

CIVIL ENGINEERS AND LAND SURVEYORS

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

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

This Instrument was drafted by Mark R. Madsen September 30, 2019 Revised December 05, 2019

2018.0256.02.DWG
SHEET 3 OF 4 SHEETS

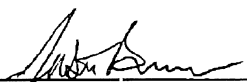
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OWNERS' CERTIFICATE

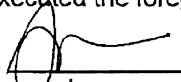
I Justin Brown as Owner hereby certify that I have caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I also do further certify that this Certified Survey Map is required to be submitted to the the following for approval or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

IN WITNESS WHEREOF the said Justin Brown has caused these presents to be signed as Owner at CALEDONIA Wisconsin on this 23rd day of November ~~2019~~ 2020


Justin Brown
2639 89th Street
Kenosha, WI 53143

STATE OF WISCONSIN)
COUNTY OF Racine)

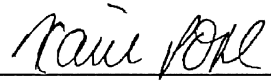
Personally came before me this 23rd day of November ~~2019~~ 2020, Justin Brown, to me known to be the person who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public,  JOSEPH HOFFERT
My commission expires: 11/21/21

VILLAGE CERTIFICATE


APPROVED as a Certified Survey Map this 3rd day of December, 2019.

FROM ALL OF
104-04-22-23-025-000


Karie Pope, Clerk
VILLAGE OF CALEDONIA

TO
LOT 1 104-04-22-23-025-010
LOT 2 104-04-22-23-025-020
LOT 3 104-04-22-23-025-030




12-5-19



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

RESOLUTION NO. 2023-74

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AUTHORIZING TYLER HELSEL, ASSISTANT VILLAGE ATTORNEY, TO ACT AS VILLAGE
PROSECUTOR AS OF JULY 1, 2023**

WHEREAS, the Village of Caledonia Municipal Court handles ordinance, traffic, and criminal violation cases;

WHEREAS, the office of the Village of Caledonia Assistant Village Attorney is the entity charged with prosecuting all cases in Caledonia Municipal Court as of July 1, 2023;

WHEREAS, Tyler Helsel, the Village of Caledonia Assistant Village Attorney, has taken over the prosecution of all cases in Caledonia Municipal Court as of July 1, 2023;

WHEREAS, for Tyler Helsel to obtain TIME/NCIC System Access, the State of Wisconsin Department of Justice DLES/Crime Information Bureau and the Federal Bureau of Investigation require a resolution authorizing Tyler Helsel, in his capacity as Assistant Village Attorney, to act as Village Prosecutor;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that Tyler Helsel, in his capacity as Assistant Village Attorney, is authorized to act as Village Prosecutor.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of July 2023.

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston
Village President

Attest: _____

Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2023-75

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING REIMBURSEMENT AGREEMENT FOR A PROPOSED
DEVELOPMENT WITH BEAR DEVELOPMENT, LLC FOR A RESIDENTIAL
DEVELOPMENT LOCATED ALONG 5 MILE ROAD
IN THE VILLAGE OF CALEDONIA**

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

WHEREAS, Bear Development, LLC has proposed development concepts for consideration by the Village and has requested that the Village create a tax incremental district under Sec. 66.1105, Wis. Stat. (“TIF District”), to provide, in part, financial support for infrastructure improvements and to incentivize development by offering pay as you go incentives for the development.

WHEREAS, the Village of Caledonia is willing to consider and study the feasibility of the request of Bear Development if Bear Development pays for the costs the Village incurs to do so.

NOW, THEREFORE, BE IT RESOLVED THAT the Reimbursement Agreement in the form attached hereto as **Exhibit A** is approved, and the Village President and Village Clerk are authorized to execute such agreement when approved and Village staff are authorized to take such actions as provided for under the agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of _____, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

**REIMBURSEMENT AGREEMENT FOR A PROPOSED DEVELOPMENT WITH
BEAR DEVELOPMENT, LLC FOR A RESIDENTIAL DEVELOPMENT LOCATED
ALONG 5 MILE ROAD IN THE VILLAGE OF CALEDONIA, WI**

THIS AGREEMENT is entered into by and between the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin (“the Village”) and **BEAR DEVELOPMENT, LLC**, Wisconsin, a Limited Liability Corporation, (“Developer”), with regard to a proposed development in the Village of Caledonia (the "Agreement"):

RECITALS

1. The Developer has proposed to develop property in the Village (*if Developer does not own the parcel(s) of land and has an agreement to purchase the property with the owner, the owner shall also sign the agreement for imposition of special charges*) containing the proposed Development as defined below. Developer has submitted Development concepts for consideration by the Village and has requested that the Village create a tax incremental district under Sec. 66.1105, Wis. Stat. (“TIF District”), to provide financial support for infrastructure improvements and to incentivize development by offering pay as you go incentives for the Development of the property located at 5 Mile Road, Parcel I.D. No(s): Please see attached, and legally described as set forth on **Exhibit A** (the “Development”) and to request Village approval of this Development in accordance with applicable State laws and Village Ordinances.

2. The Village agrees to study and consider the creation of a TIF District and any applications, and conceptual, preliminary and final plans associated with the Development, and review, revise and/or draft any agreements, deed restrictions, easements or other documents associated with the Development if the same can be done without unreasonable expense to the Village’s taxpayers.

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

PART A

**REIMBURSEMENT OF ENGINEERING, PLANNING, FINANCIAL CONSULTANTS,
LEGAL AND ADMINISTRATIVE COSTS**

1. The Developer, agrees to be liable for and shall pay to and reimburse the Village for any and all costs for TIF District study and creation, engineering, inspection, planning, financial consultants, legal, and administrative fees and expenses reasonably incurred by the Village with respect to:

(1) a feasibility analysis/study for the creation of a TIF District conducted by the Village’s financial consultant;

(2) the creation of the TIF District including the preparation of the project plan;

(3) processing, reviewing, revising, and acting on any applications, submittals, conceptual, preliminary or final Development plans, including but not limited to, consultation reasonably required to address issues and problems encountered during the application and review process for the Development;

(4) processing, reviewing, revising, drafting and acting on any agreements, easements, deed restrictions or other documents associated with the proposed Development; and

(5) construction, installation, inspection and approval of all improvements provided for in the Development, including, but not limited to, consultation reasonably required to address problems encountered during the course of the design and construction of the Development. The reimbursement of costs shall be retroactive to capture costs incurred by the Village beginning on _____.

Such costs shall include the costs of the Village's own engineers and inspectors (if any), and outside services for attorneys, planners, financial consultants, agents, ecologists, sub-contractors, consulting engineers and the Village's own employees. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Council, from time-to-time, for each such classification. Such costs shall also include, but not be limited to, those for attendance at telephone conferences and meetings, whether virtual or in-person. The cost for outside services shall be the direct cost incurred by the Village.

2. The Developer understands that the planning, legal, engineering, and/or other consultants retained by the Village are acting exclusively on behalf of the Village and not the Developer. Developer understands that invoices from Village legal counsel and other consultants may be confidential and subject to attorney client work product privilege and may only be available in redacted form.

PART B

GUARANTEE OF PAYMENT

1. The Developer shall deposit with the Village Treasurer the sum of *Five Thousand* Thousand Dollars (\$ 5,000.⁰⁰) in the form of a check. The Village shall cash such check and apply such funds toward payment of the above Costs relating to the Development in accordance with this Agreement.

2. If at any time said deposit becomes insufficient to pay Costs incurred by the Village in accordance with this Agreement, the Developer shall deposit required additional amounts within fifteen (15) days of written demand by the Village Finance Director setting forth the amount requested and including an itemization, together with reasonable evidence, of the Costs incurred and/or paid to date by the Village (except for costs for outside services not yet billed to Village)

("Itemized Costs") and those Costs owed but not paid by the Developer (except for costs for outside services not yet billed to Village) ("Unpaid Itemized Costs") and anticipated Costs, if known by Village. Until the required funds necessary to pay any Itemized Costs and Unpaid Itemized Costs not yet paid by the Developer are received as well as sufficient funds to replenish the deposit to a balance of _____ Thousand Dollars (\$ _____), no additional work or review will be performed by the Village as to the development plan under consideration and the Village may reject any pending application and plans for non-payment of the above Costs, in each case if the Developer has failed to pay the same within such fifteen (15) day period. All Costs shall be paid prior to issuance of any permits.

3. If the Developer fails to replenish the required deposits or to reimburse the Village for costs the Village has incurred within any applicable notice/cure periods, the Developer hereby consents to the Village's imposing a special charge upon the real property comprising the Development for any amounts due to the Village under this Agreement plus any costs the Village has incurred in attempting to collect the amounts due, after thirty (30) days prior written notice to Developer and at Developer's request, to any mortgage lenders provided Developer provides the Village with the applicable contact information. This special charge shall become a lien upon the Development property. Developer hereby waives any rights it may have to any notices or hearings with respect to the special charge imposed under Wis. Stat. Sec. 66.0627.

PART C

TERMINATION OF GUARANTEE

Within 60 days after occupancy permit issuance, or upon written notice of abandonment of the application or conceptual plan, prior to final approval, (including abandonment or denial due to rejection by any reviewing agency), the Village shall furnish the Developer with final statements of all Costs remaining unpaid by Developer under this Agreement. In the case of any issuance, abandonment or denial, any excess funds shall be remitted to Developer, and, subject to the terms hereof, any Costs in excess of such deposit shall be paid by the Developer within thirty (30) days after receipt of the final statements. In the case of an approval, and if the development requires a written development agreement with the Village as to public infrastructure construction or any other public financial considerations, such deposit shall carry forward under the terms of the development agreement entered into between the parties. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

PART D

GOVERNING LAW AND VENUE; RECORDING

This Agreement shall be construed under the laws of the State of Wisconsin and venue shall be in Racine County, Wisconsin. This Agreement shall be an encumbrance upon, and run

with, the property and may be recorded with the Racine County Register of Deeds by any party to give notice of its obligations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 3rd day of July, 2023.

VILLAGE OF CALEDONIA:

By: _____
Thomas Weatherston
Village President

Attest: _____
Joslyn Hoeffert
Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

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

Notary Public, Racine County, WI
My Commission Expires: _____

This instrument drafted by:
Pruitt, Ekes & Geary, S.C.

770272.159(1)

Exhibit A
5 Mile Road Properties

Tax Key Number: 104042317072000

Tax Key Number: 104042317085000

Tax Key Number: 104042317084000

Tax Key Number: 104042317086005


Tax Key Number: 104042317083000

Tax Key Number: 104042317077000

MEMORANDUM

Date: June 9, 2023

To: Public Works Committee
Utility Commission

From: Ryan Schmidt, P.E.
Village Engineer 

Re: **5920 Sunshine Lane – Variance Request**

BACKGROUND INFORMATION

The Engineering Department received a request to allow for a variance to install a retaining wall structure and shed inside of a 12' Storm Sewer Easement and 6' We Energies Easement at 5920 Sunshine Lane. This request came in because of the Engineering Departments field inspection of the property for the site grading and drainage bond refund. Staff visited the site to find a retaining wall installed and a shed base being prepared in an area that appeared to encroach upon the easement as shown on the building permit and plat of survey without any accessory structure permits. The site recertification survey has been included as Exhibit A clearly showing the encroachment of said retaining wall and proposed shed.

The property was issued building permits on 06/03/2021 and the Site Grading and Drainage Bond inspection was performed approximately 270 days post occupancy per ordinance. There is a section on the Site Grading portion of the Building Permit stating that the installation of any structures or retaining walls as shown on the approved plat of survey and building permit are not allowed. In addition, a paving permit is required prior to the installation of concrete in the Village Right-of-Way. This permit was not acquired.

There is an 18" storm sewer pipe along the rear lot line within the 12' Storm Sewer Easement. The Village does not authorize property owners to place structures or fences in easements, especially ones with public utilities in them. As a result, Staff does not recommend the issuance of any waivers or variance to install these structures within the 12' Storm Sewer Easement. Village Staff recommends all retaining walls and proposed sheds be removed from the Storm Sewer Easement and all appropriate permits be applied for. The property owner may request a variance to allow the installation of the structures within the We Energies Utility Easement with written approval from We Energies.

RECOMMENDED MOTION

Motion to Deny the Variance Request at 5920 Sunshine Lane for the installation of a retaining wall and shed within the 12' Storm Sewer Easement due to the direct violation of Building Permit 2021-299 and 21-FP-037. Any existing structures shall be removed from the easement and permits must be acquired for the new shed and retaining wall placement.



VILLAGE OF CALEDONIA BUILDING PERMIT

5043 CHESTER LANE | RACINE, WI 53402 | Tel# (262) 835-4451

Issued Date: 06/03/2021

Applied for: 05/25/2021

Expires: 05/25/2022

Permit No. 2021-299

Type of Permit Residential 1 & 2 Family

Parcel # 104042320401670

Receipt# R-3A 1003090

Property Address: **5920 SUNSHINE LN**

Lot: 67 Block: Subdivision/CSM#: AUTUMN SHORES

Valuation 256,229.00

Square Feet 2,785.00

Owner DNOALD J VESELIK JR
KAREN VESELIK
RACINE, WI 53402

Contractor MC HOME BUILDERS LLC (MASTER CRAFT)
5008 GREEN BAY RD
KENOSHA, WI 53144
262-654-1220
dkika@mchomebuildersllc.com

Permit Fees

Residences 1 & 2 Family/Attached Garages	1,114.00
Plan Review-1 & 2 family residence	170.00
WI Uniform bldg permit seal	45.00
Erosion Control fees - 1 & 2 family lots	235.00
Fireplaces	228.00
Neighborhood Planning Surcharge	232.96
Grading and Drainage Bond	1,000.00
Grading & Drainage Bond Inspection Fee	200.00
Park Development	1,000.00
Zoning/Planning	600.00

TOTAL FEE 4,824.96

EXPLANATION OF PROJECT:
NEW SFR W ATTACHED GARAGE

Note: Applicant must arrange inspections with the Inspection Department at least forty-eight (48) hours prior to desired appointment time.

Senior Inspector - James Keeker - Ph: 262-835-6406 - Email: jkeeker@caledonia-wi.gov

Building | Residential Electrical | Residential Plumbing

Building Inspector - Scott Seymour - Ph: 262-835-6420 - Email: sseymour@caledonia-wi.gov

Commercial | Residential

I, the undersigned, agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the municipality; and certify that all the information provided is accurate. All work performed associated with this permit shall be my responsibility when it comes to ensuring compliance. Any plans, specifications, or other written information supplied to the department at time of application is conditionally approved upon the issuance of this permit. It is further understood that the department must verify compliance at various stages of construction by performing inspections. Said inspections must be scheduled a minimum of two business days (48 hours) in advance. Construction shall not proceed until approved by the department.

SITE INFO

SUBDIVISION _____ BLOCK NO. _____
 LOT NO. _____
 ZONING DISTRICT _____
 _____ 1/4, SEC 20, T 4, N, R 23 E. or W
 PARCEL NO. 104042320401670
 SETBACKS: FRONT 36 ft REAR 72.62 ft
 LEFT 12 ft RIGHT 12 ft

INSPECTIONS

PHASE	ROUGH	FINAL	EROSION
FOOTING			
FOUNDATION			
BSMT DRAIN TILES			
CONSTRUCTION			
PLUMBING			
HEAT/VENT/AC			
ELECTRICAL			
INSULATION			
OCCUPANCY			

CONTRACTORS

NAME	CREDENTIAL #	PHONE
Mc Home Builders	1231385	654-1220
HJ Faust	3795	763-7866
Gemini Electric	1185573	414-840-1259
Karlson Plumbing	221227	633-1951

Work shall not proceed until the inspector has approved the various stages of construction or two business days have elapsed since the day of inspection request. This permit will expire 24 months after the date of issuance if the building's exterior has not been completed. **Keep this card posted until final inspection has been made.** (WI Stats. 101.63)



WISCONSIN UNIFORM BUILDING PERMIT # 2021-296

Constr HVAC Elect Plumb Erosion
 Project: 1 Story Single Family Residence,
WI

OWNER (AGENT)	PHONE
<u>Mc Homes</u>	<u>654-1220</u>
BUILDING SITE ADDRESS	
<u>5920 Sunshinic Lane</u>	
CITY, VILLAGE, TOWN	
<u>Caledonia - Racine Co</u>	

Issued	PERSON ISSUING	CERT. NO.
by	<u>[Signature]</u>	<u>1315417</u>
	DATE ISSUED	TELEPHONE
	<u>6/9/2021</u>	<u>835-6420</u>
Comments: <u>Foundation R-10 walk 2x6 @ 16" O.C. R-19, Ceiling R-50, window 0.26</u>		

NOTICE OF NONCOMPLIANCE: This issuing jurisdiction shall notify the applicant in writing of any violations to be corrected. All cited violations, except erosion control ones, shall be corrected within 30 days of notification, unless extension time is granted.



VILLAGE OF CALEDONIA
 5043 CHESTER LANE • RACINE, WI 53402
 PHONE (262) 835-6420

21-CHD-20

Permit No. **2021-299**
 Parcel No. 104042320401670
 Receipt No.

APPLICATION FOR BUILDING PERMIT

Owner's Name Veselik, Don & Karen **Owner's Email** dbooyahboy@sbcglobal.net
Owner's Mailing Address, City, State & Zip (if different from Project Address) 5820 Leawood Ln Racine 53402 **Phone** (262) 930-4086
Contractor's Business Name MC Home Builders LLC **Contractor's Email** dkika@mchomebuildersllc.com
Contractor's Business Mailing Address, City, State & Zip 5008 Green Bay Rd Kenosha, WI 53144 **Phone** (262) 654-1220 ext2004
Dwelling Contractor Certificate Number 101200051 **Exp. Date** 2021-12-10 **Dwelling Contractor Qualifier Number** 120700373 **Exp. Date** 14-12-2021 **Fax** ()

PROJECT ADDRESS: Lot 67 Sunshine Ln Racine 53402

Sec. Township Range _____ **Lot #:** _____ **Subdivision Name:** _____ **CSM#** 20-401-670
Tax Key: 104042320401670
SETBACKS: Distance from lot lines to object
 Front 36 Ft. Rear 72.62 Ft. Left 12 Ft. Right 12 Ft. **Zoning District:** R3A

SQ. FT. OF ADDITION (IF APPLICABLE) Basement 1990, 1st floor 2091, garage 1065 **ESTIMATED PROJECT COST** \$ 256,229

Public Sewer Yes No **County Sanitary Permit No.** _____
Type of Project New Addition Alteration Conversion Temporary Other

EXPLANATION OF PROJECT

New single family home, with attached garage, covered porch.

The applicant agrees to comply with all applicable codes, statutes and ordinances and with the conditions of this permit; understands that issuance of the permit creates no legal liability, express or implied, on the Department or Municipality; and certifies that all of the above information is accurate.

PRINT CONTACT PERSON Durim Kika, agent Phone (262) 654-1220 ext2004

SIGNATURE OF APPLICANT DURIM KIKA **Date** 05/03/21

See reverse side for fees.

EMANUED
6/3/2021



VILLAGE OF CALEDONIA
GRAVEL DRIVEWAY WITH NEW/EXISTING ROAD ACCESS PERMIT
 5043 CHESTER LANE | RACINE, WI 53402 | Tel# (262) 835-4451

Issued Date: 06/03/2021
Applied for: 05/25/2021
Expires: 05/25/2022

Permit No. 21-ROW-076
Type of Permit GRAVEL DRIVEWAY - NEW ROW - P
Parcel # 104042320401670
 R-3A
Receipt # 1003090

Property Address: **5920 SUNSHINE LN**

Lot: 67 **Block:** **Subdivision/CSM#:** AUTUMN SHORES

Valuation
 Square Feet

Owner DNOALD J VESELIK JR
 KAREN VESELIK
 RACINE, WI 53402

Permit Fees	
Engineering Plan Review-Res 1 & 2 famil	225.00
ROW Access (Culvert)/SITE GRADING	100.00

Contractor EAGLE EXCAVATING & GRADING
 S72W13659 WOODS RD
 MUSKEGO, WI 53150
 414-322-5284

TOTAL FEE 325.00

Applicant MC HOME BUILDERS LLC (MASTER CRAF
 5008 GREEN BAY RD
 KENOSHA, WI 53144
 262-654-1220
dkika@mchomebuildersllc.com

EXPLANATION OF PROJECT:

GRAVEL DRIVEWAY WITH ACCESS & SITE GRADING *SEE ATTACHED DOCUMENTATION*

Note: Contact the Village Engineering Department prior to paving the driveway for permit, installation and inspection instructions.
 Engineering Technician - Richard Sehrbrock - Ph: 262-835-6428 - Email: rsehrbrock@caledonia-wi.gov
 Engineering Technician - Helena Dowd - Ph: 262-835-6419 - Email.: hdowd@caledonia-wi.gov

I, the undersigned, agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the municipality; and certify that all the information provided is accurate. All work performed associated with this permit shall be my responsibility when it comes to ensuring compliance. Any plans, specifications, or other written information supplied to the department at time of application is conditionally approved upon the issuance of this permit. It is further understood that the department must verify compliance at various stages of construction by performing inspections. Said inspections must be scheduled a minimum of two business days (48 hours) in advance. Construction shall not proceed until approved by the department.

GRAVEL DRIVEWAY WITH NEW ROAD ACCESS PERMIT (21-ROW-76)

5920 SUNSHINE LANE

LOT 67, AUTUMN SHORES ADDITION NO. 2 SUBDIVISION

PARCEL # 104-04-23-20-401-670

Name of Applicant: MC Home Builders LLC Phone: W: 262-654-1220 X-2004 E-mail: dkika@mcbuildersllc.com

Address of Applicant: 5008 Green Bay Road, Kenosha, WI 53144

Name of Owner: Don & Karen Veselik Phone: W: 262-930-4086 E-mail: E-mail:dboovahboy@sbcglobal.net

Address of Owner: 5820 Leawood Lane, Racine, WI 53402

Gravel Driveway With New Road Access Permit Fee----- \$100.00 (21-ROW-076)

Payment Received: CK# 001388 Date: 6/9/2021 By: EW

CLD CK# 001387

Culvert Required Yes No Driveway width (minimum) 18 FT.

Culvert Diameter and Type: No cmp needed. Curb and gutter.

Culvert Elevation (Flow Line) : FT. North, West

Culvert Elevation (Flow Line) : FT. South, East

Note: CONTACT THE VILLAGE PRIOR TO PAVING THE DRIVEWAY FOR PERMIT, INSTALLATION AND INSPECTION INSTRUCTIONS.

Note: Flared end Sections will be required on all driveway culverts unless waived in writing by the Public Works Director. Culvert must be installed and driveway built before construction begins, unless temporarily waived in writing by the Public Works Director.

Remarks: Curb & gutter. Reshape and revegetate the lot to drain front to back of curb and back to rear yard drainage swale. The builder will be responsible to install the driveway, reshape and revegetate the road right of way and install, monitor, and maintain erosion control per the attached Village approved revised survey/grading and erosion control plan dated 5-27-21. Contractors shall use the approved driveway access only to access the site unless waived by the Public Works Director. Care must be taken not to crush or damage the road pavement or curb. The road pavement is alligatored but together. If the pavement or curb is damaged it will need to be repaired/replaced to the satisfaction of the Highway Superintendent. Recommend photos of the road and right of way be taken prior to excavation for possible future reference. The driveway and any future sidewalks must be located a minimum of 5' south of the north lot line and lot line extended and 5' north of the south lot line and lot line extended (outside of all easements and to ensure side yard swales can be installed and maintained). NOTE: There is an 18' Drainage & Utility Easement along the west (rear) side of the lot. No portion of the driveway shall exceed a centerline slope of 6%. This may require that the finished driveway be installed at an even grade from the garage slab to the back of curb. Driveway to be a minimum of 30' deep opposite double wide overhead garage doors and 20' deep opposite single wide overhead doors. Side slopes on the driveway are not to exceed 4:1. This may require the installation of retaining walls to achieve. The driveway must be installed so as to ensure water drains away from the home, that runoff does not flow out into the road, onto abutting properties or create an icing problem in the road. Note: The drive may be located over the sanitary sewer and water laterals. Care must be taken not to crush or damage these systems. If crushed, damaged, or in need of repair/adjustment, contact the Caledonia Engineering Department and the Caledonia Utility District for repair/modification and inspection instructions. See the Village approved revised survey/grading plan dated 5-27-21 for site grading and erosion control instructions.

Signature of Applicant: [Signature]

Date: 6/9/21

Permit Granted: Tom Day

Date: 6/2/21

SITE GRADING INSTRUCTION SHEET (21-FP-37)

5920 SUNSHINE LANE
LOT 67, AUTUMN SHORES ADDITION NO. 2 SUBDIVISION

PARCEL # 104-04-23-20-401-670

Name of Applicant: MC Home Builders LLC Phone: W: 262-654-1220 X-2004 E-mail: dkika@mcbuildersllc.com
Address of Applicant: 5008 Green Bay Road, Kenosha, WI 53144

Name of Owner: Don & Karen Veselik Phone: W: 262-930-4086 E-mail: E-mail:dbooyahboy@sbcglobal.net
Address of Owner: 5820 Leawood Lane, Racine, WI 53402

Site Grading Plan Review Fee----- \$ 225.00
Payment Received: _____ Date: _____ By: _____

SITE GRADING AND FINISHED YARD GRADE INSTRUCTIONS

Proposed Finished Yard Elevation: The FYG on the building and any egress window wells shall be no lower than 624.00. Contact Village Plumbing Inspector for proper sizing, installation, and inspections if installing any egress window well drainage systems. Do not install any window wells in any easement areas. The finished garage slab elevation shall be no higher than 624.33.

NOTE: Shallow sanitary sewer. Home will have a hung sanitary sewer system. Recommend exposing the lateral prior to digging the basement to verify invert elevations. Contact the Public Works Director and Building Inspector for approvals to raise the FYG's or deviate from the attached approved grading plans. Contact the Caledonia Utility District and the Village Plumbing Inspector for approvals, conditions, installation, and inspection instructions if desiring to run in the sanitary sewer lateral prior to digging basement. Contractor shall contact the Public Works Director for a Road Opening Permit prior to performing and sanitary sewer/water excavations in the Village Road Right of Way.

NOTE: LOTS MAY HAVE IN EXCESS OF 3' OF FILL. CONSULT GEO-TECHNICAL REPORT FOR SOIL COMPACTION RESULTS OF THIS SITE. THIS INFORMATION IS ATTAINABLE FROM THE DEVELOPER. THE VILLAGE WILL NOT BE HELD LIABLE FOR ANY FOUNDATION/STRUCTURAL PROBLEMS THAT MAY RESULT FROM PLACEMENT OF BUILDING / STRUCTURES ON FILL SOILS.

Note: The Finished Yard Elevation shall be the finished elevation around the immediate perimeter of the building and is 8" below the top of foundation. The contractor shall be responsible to calculate the depth of footing excavation, which will provide for the above assigned Finished Yard Elevation.

Signature of Applicant: [Signature] Date: 6/9/21

Approval: [Signature] Date: 6/2/21
Public Works Director

Remarks: Grade the lot and install, monitor, and maintain erosion control per the revised subdivision master grading plans and the attached Village approved revised survey/grading and erosion control plans dated 5-27-21. Centerline slopes on the side and rear yard swales are to be at no less than .8%. The swales are to be "V" shaped and centered along the lot lines and in easements conforming to the approved grading plans. A minimum of 8" of positive pitch away from the buildings shall be maintained. Side slopes around the building and on the swales are not to exceed 4:1. This may require the installation of retaining walls to achieve. Cutting/filling approximately .95' along the lot lines and in the rear swale may be required to conform to the approved grading plans. Reshape and revegetate the rear yard swale per the approved grading plans to ensure proper drainage both north and south of the planned break point. Reshape and revegetate the side yards to drain front to front (back of curb), rear

to rear. Swales to be graded to ensure proper drainage is maintained. Cutting/filling approximately .95' along the lot lines and in swales may be required to conform to the approved grading plans. Grading past the lot lines may be required. Must work with abutting property owners to achieve or the swales may need to be shifted onto this lot.

The sump pump will need to be tiled to discharge to the rear yard drainage swale (recommend towards the northwest corner of the lot). It shall be installed so as to ensure runoff does not create drainage or icing problems. This may require daylighting the sump line a minimum of 10' from the lot lines or more to achieve. Contact the Plumbing Inspector for installation and inspection instructions if required. Erosion control will need to be installed and maintained at the outlet of the sump pump until the downslope area is vegetated. The downspouts shall be outletted so as to ensure that runoff does not create a drainage problem with abutting properties or icing of the road right of way. Downspouts may be connected to the sump discharge line if desired however again the systems shall be discharged to ensure that runoff does not create a drainage or icing problem (a minimum of 10' from the lot lines). Note: There is an 18' Drainage and Utility Easement located along the west side of the lot. Do not install driveways, retaining walls, fences, berms, air conditioners, egress window wells, decks, patios, sidewalks, trees/plantings or any other permanent structures in any easement areas. More than 150 cubic feet of excavated material may need to be exported from the site. Will need to follow all conditions set forth in Land Disturbance/Erosion Control Permit #21-FP-37. Care must be taken not to damage any Village road right of ways. All tracking must be cleaned up immediately. Trucks must follow the approved haul route. Beware of possible farm drain tiles. If hit or damaged, contact the Village Engineering Department for repair and inspection instructions.

A recertification of the finished grading is to be supplied by Surveyor providing as built elevations at all the proposed elevation locations as shown on the Village revised survey/grading plans dated 5-27-21. Surveyor is to make the Village revised grading plans changes to their files including adding sanitary sewer and water lateral and invert elevations/locations and will be expected to utilize these revised grades for the recertification and building permit process. The recertification is to be reviewed, approved and accepted, and street trees shall have been installed (if required pursuant to Village Ordinances & Subdivision requirements) prior to the release of the Site Restoration Bond. The recertification of the lot will be at the cost of the builder/homeowner and will need to be completed as many times as necessary to confirm that the lot has been graded pursuant to these approved grading plans. It is recommended that the surveyor/engineer install final grade stakes in the field at the locations shown on the Village revised proposed grading plans prior to the final grading of the site. This will indicate if the lot has been rough graded correctly and will also give the finished grader elevations to grade to. NOTE: lot may have been filled in excess of 3.0'. May need to install extra courses in foundation to reach suitable soils.



VILLAGE OF CALEDONIA
LAND DISTURBANCE / EROSION CONTROL PERMIT
5043 CHESTER LANE | RACINE, WI 53402 | Tel# (262) 835-4451

Issued Date:		Permit No.	21-FP-37
Applied for:	05/25/2021	Type of Permit	LAND DISTURBANCE / EROSION C
Expires:	11/21/2021	Parcel #	104042320401670 R-3A
		Receipt #	_____

Property Address: 5920 SUNSHINE LN
Lot: 67 **Block:** **Subdivision/CSM#:** AUTUMN SHORES

Valuation		Permit Fees	
Square Feet			
Owner	DNOALD J VESELIK JR KAREN VESELIK RACINE, WI 53402	Land Disturbance < 1 acre	50.00

Contractor EAGLE EXCAVATING & GRADING
S72W13659 WOODS RD
MUSKEGO, WI 53150
414-322-5284 — Ken - 414-803-5201

Applicant	MC HOME BUILDERS LLC (MASTE 5008 GREEN BAY RD KENOSHA, WI 53144 262-654-1220 dkika@mchomebuildersllc.com	TOTAL FEE	50.00
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REQUIREMENTS/PERMIT SUBMITTAL ITEMS:

1.) Attach a site map depicting the limits, depth, and/or final elevation of fill/grading and the subject property lines. Base map can be supplied by the Engineering Department. Scale is to be not less than 1"=200'. * See attached survey/grading plans dated 5-27-21 for details. Fill will be transported to a fill site located west of the Village. Follow any permit requirements for that site. 2.) Contact Village, State, & County regarding any necessary permits or approvals. * Follow all Village Permits & conditions for the site. 3.) Estimated quantity of material being graded/filled 500 cubic yards or ___ square yards. * See attached grading plans for excavated and disturbed areas. 4.) Source and type of fill material. * Excess material is coming from new home basement excavation – clay/sand spoil. Exporting clean fill - topsoil, sand, gravel, silt, and clay spoil from project. No concrete, asphalt, construction debris or compost. 5.) Haul routes need to be mapped. * Follow Sunshine Lane to Shore Drive to Silent Sunday Court to Charles Street north to 5 1/2 Mile Road to Novak Road to 6 Mile Road to CTH G to STH 38 to CTH H to CTH G and west out of the Village. All trucks shall follow State and County Trunk roads when possible and use approved driveway accesses unless waived by the Public Works Director. 6.) Restoration and erosion control measures. * Grade & restore site per approved survey/grading plans. Must install, monitor, & maintain erosion control downstream of all disturbed areas. Installing silt fence & track mat before work begins. Topsoil and seed disturbed areas. SPECIAL CONDITIONS: Follow all conditions of the Building Permit.

**VILLAGE OF CALEDONIA LAND DISTURBANCE / EROSION
CONTRL PERMIT APPLICATION (SHORT FORM)**

Fill out completely. Need Village approval prior to importing/exporting more than 150 cubic yards of material.
FEES: \$50.00 Total Disturbance < 1 acre; \$200.00 Total Disturbance > 1 Acre

For Village Use:
Permit Number: _____
Approved / Denied Date Issued: _____
Fee: _____ Receipt #: _____
ID#: _____
Ph #: 262-654-1220
Ph #: 262-930-4086
Ph #: _____ Contact: Jim
262-654-1220

Site Where Work is Being Performed: Lot 67 Sunshine Lane Racine
Applicant: Mastercraft Builders Address: 5008 Green Bay Rd Kenosha WI
Owner: Veselik, Don Address: 5820 Leawood Dr Racine WI
Date Work Performed: 06/01 thru 6 month Contractor Performing Work: Mastercraft Ph. #: _____ Contact: Jim
Requirements/Permit Submittal Items

- 1.) Attach a site map depicting the limits, depth, and/or final elevation of fill/grading and the subject property lines. Base map can be supplied by the engineering department. Scale is to be not less than 1"=200'.
Attached

- 2.) Contact Racine County Planning regarding any necessary county permits.
Attached

- 3.) Estimated quantity of material being graded/filled 400 cubic yards or _____ square yard.

- 4.) Source and type of fill material.
Spoils

- 5.) Haul routes need to be mapped.
as per Ken & Rich Conversation

- 6.) Restoration and erosion control measures.
silt fence wrapping lot

Village Approval/Permit Conditions: Grade, fill, install foundations, storm drainage systems, and revegetate sites so as to ensure proper drainage away from all buildings is maintained, so as to ensure that natural drainage is not restricted, and to ensure that runoff does not create a problem with abutting properties or icing of the road Right of Ways. Do not grade or fill wetlands, floodplains, or storm water drainage systems/detention basins without proper approvals. Use the approved driveway accesses to access the sites. The road Right of Way shall be kept open at all times. Do not park, place or store any construction vehicles, equipment or materials in any Village roads or Village road Right of Ways. Follow State and County Road where possible. Fill to be placed to conform to the approved Building and Fill Permits for the affected sites. Grade lots per the Village approved survey/grading plans. Sites shall be graded and swales must be provided so as to ensure proper drainage is maintained. Centerline slopes on swales are to be no less than .8% and side slopes on all grading are not to exceed 4:1. Install, monitor and maintain erosion control down slope of disturbed areas & install track mat per Wisconsin Best Management practices. All tracking to be cleaned up immediately. The Builder/Contractor shall keep records of all erosion control inspections performed on this site in conformance with the Village of Caledonia Ordinance and the Wisconsin DNR. These inspection records shall be kept onsite and copies shall be forwarded to the Village of Caledonia or Wisconsin DNR upon request. Disturbed areas to be reshaped and revegetated as soon as possible. If placement of fill is desired elsewhere in Caledonia, contact the Public Works Director for a possible Fill Permit and alternate haul route requirements and approvals. Importing /exporting clean fill only. No compost, concrete, construction material or asphalt. Care must be taken not to crush or damage any Village roads. Owner/builder shall be responsible for all repairs and repair costs which may be required to fix Village ROW/roads resulting from the filling/land disturbance activities. All repairs shall be made to the satisfaction of the Highway Superintendent. Recommend photos of the roads be taken prior to construction for possible future reference. A 25' grass buffer may be acceptable in lieu of silt fence with prior approvals. Additional erosion control may be required if erosion becomes a problem.

Approved: _____ (Signature of Applicant) _____ (Date)
 _____ (Public Works Director) _____ (Date)

- Notes:
- 1.) Permit expires 180 days after the date of issuance, unless renewed.
 - 2.) This permit does not absolve the applicant of any other required state and local permits.
 - 3.) Fill may not be placed in any wetland and floodplain areas unless otherwise permitted through WDNR and US Army Corp. of Engineers.
 - 4.) Fill may not restrict or alter existing drainage patterns.
 - 5.) Free and unlimited access to the property being filled/graded must be provided to Village staff during the life of the permit.
 - 6.) Any costs associated with construction operations which may cause damage to Village right-of-way or property shall be reimbursed by the applicant.

VILLAGE APPROVAL / PERMIT CONDITIONS:

Grade, fill, install foundations, storm drainage systems and revegetate sites per plans so as to ensure proper drainage away from all buildings is maintained, that natural drainage is not restricted, and that runoff does not create a problem with abutting properties or icing of the road right of way. Do not grade or fill wetlands, floodplains, easements, or storm water drainage systems without proper approvals. Use the approved driveway accesses to access the site(s). Follow the Land Disturbance Permits for the affected site(s). Silt fence/erosion control shall be installed, monitored, and maintained downslope of the disturbed areas to ensure fill and erosion does not leave the fill site. Engineering went over what is needed with the contractor. Grade lots per the Village approved survey/grading plans. Swales must be provided so as to ensure proper drainage is maintained. Centerline slopes on swales are to be no less than .8% and side slopes on all grading are not to exceed 4:1. Install and maintain a track mat per Wisconsin Best Management practices. All tracking is to be cleaned up immediately. The Builder/Contractor shall keep records of all erosion control inspections performed on this site in conformance with the Village of Caledonia Ordinance and the Wisconsin DNR. These inspection records shall be kept on site and copies shall be forwarded to the Village of Caledonia or Wisconsin DNR upon request. If placement of fill is desired elsewhere in Caledonia, contact the Public Works Director for a possible Land Disturbance Permit and alternate haul route requirements and approvals. Importing / exporting clean fill only. No compost, concrete, construction material or asphalt. Care must be taken not to crush or damage any Village roads. Owner/builder responsible for all repairs and repair costs which may result to Village ROW/roads as result of the filling/land disturbance activities. All repairs must be made to the satisfaction of the Highway Superintendent. Recommend photos of the road be taken prior to construction for possible future reference. Site(s) are to be reshaped and revegetated as soon as possible. A 25' grass buffer down slope of disturbed areas may be used in lieu of silt fence. Additional erosion control may be required if erosion becomes a problem.

Signature of Applicant:

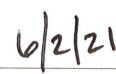


Date:



Approved By: DIRECTOR OF DPW TOM LAZCANO

Date:



NOTES:

- 1.) Permit expires 180 days after the date of issuance, unless renewed.
- 2.) This Permit does not absolve the applicant of any other required state and local permits.
- 3.) Fill may not be placed in any wetland and floodplain areas unless otherwise permitted through WDNR and US Army Corp. of Engineers.
- 4.) Fill may not restrict or alter existing drainage patterns.
- 5.) Free and unlimited access to the property being filled / graded must be provided to Village staff during the life of the permit.
- 6.) Any costs associated with construction operations which may cause damage to Village right of way or property shall be reimbursed by the applicant.

Contact information: If alternate routes are required please contact the Village Engineering Department:
Engineering Technician - Richard Sehrbrock - Ph:262-835-6428 - Email: rsehrbrock@caledonia-wi.gov
Engineering Technician - Helena Dowd - Ph: 262-835-6419 - Email: hdowd@caledonia-wi.gov

I, the undersigned, agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the municipality; and certify that all the information provided is accurate. All work performed associated with this permit shall be my responsibility when it comes to ensuring compliance. Any plans, specifications, or other written information supplied to the department at time of application is conditionally approved upon the issuance of this permit. It is further understood that the department must verify compliance at various stages of construction by performing inspections. Said inspections must be scheduled a minimum of two business days (48 hours) in advance. Construction shall not proceed until approved by the department.

Date: May 27, 2021



**Know what's below.
Call before you dig.**

Re: Building Permit
Address: 5920 Sunshine Lane, Racine, WI 53402

Dear Resident:

Your application for a Building Permit has been reviewed in the field by our Engineering Department. We have noticed that overhead and/or underground utility lines may be located in close proximity to the proposed structure. It is possible that the utility lines may have to be relocated to allow for adequate clearance from the proposed structure. We recommend that you consult the appropriate utility company concerning this matter. The Village agrees to issue the Building Permit subject to the utility lines being relocated if such relocation is deemed necessary by the applicable utility.

The Village of Caledonia in no way warrants that the utility lines have adequate clearance nor will the Village be responsible for any accidents or expenses which may occur involving such utility lines.

Sincerely,

Tom Lazcano, P.E.
Public Works Director

Owner Signature

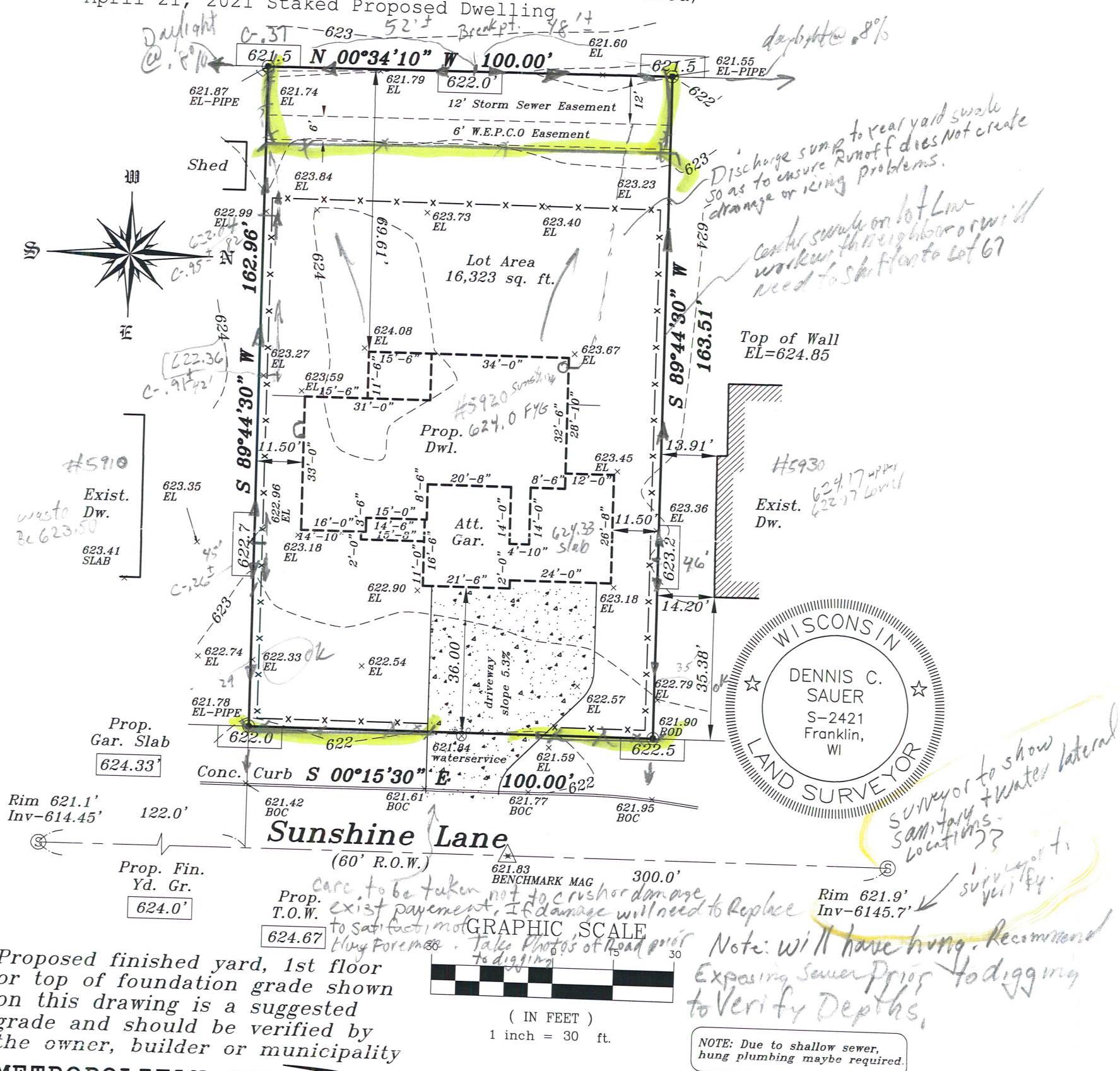
MC Home Builders
Veselik Residence

PLAT OF SURVEY

LOCATION: #5920 Sunshine Lane, Caledonia, Wisconsin

LEGAL DESCRIPTION: Lot 67 in AUTUMN SHORES ADDITION NO. 2, being a subdivision of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 20, Town 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin.

Village Approved Revisions 5-27-21
March 11, 2021 (Drawing Only) Survey No. 112363-S
April 14, 2021 Revised Foundation Plan (Not Staked)
April 21, 2021 Staked Proposed Dwelling



Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner, builder or municipality

METROPOLITAN SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
9415 West Forest Home Avenue, Suite 202
Hales Corners, Wisconsin 53130
PH. (414) 529-5380
survey@metropolitansurvey.com
www.metropolitansurvey.com

● — Denotes Iron Pipe Found
○ — Denotes Iron Pipe Set
000.0 — Denotes Proposed Grade
—x—x—x— Denotes Proposed Silt Screen

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY. ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED Dennis C. Sauer
Dennis C. Sauer
Professional Land Surveyor S-2421

NOTE: Due to shallow sewer, hung plumbing maybe required.

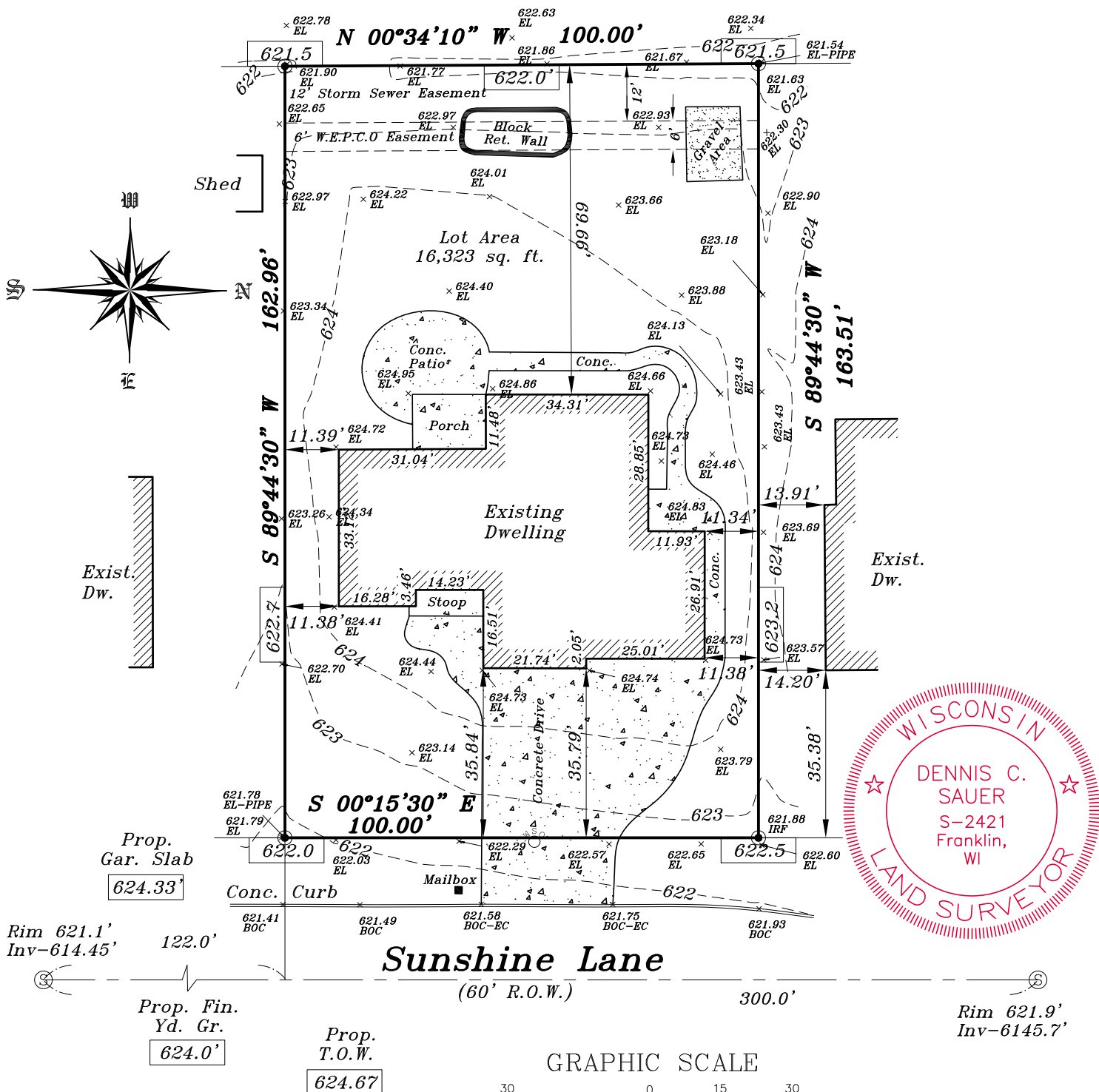
PLAT OF SURVEY

LOCATION: 5920 Sunshine Lane, Caledonia, Wisconsin

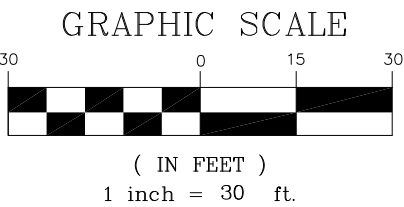
LEGAL DESCRIPTION: Lot 67 in **AUTUMN SHORES ADDITION NO. 2**, being a subdivision of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 20, Town 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin.

May 10, 2023

Survey No. 112363-AS-BUILT



Proposed finished yard, 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner, builder or municipality



NOTE: Due to shallow sewer, hung plumbing maybe required.

METROPOLITAN SURVEY SERVICE, INC.

PROFESSIONAL LAND SURVEYORS

8482 South 76th Street
Franklin, Wisconsin 53132
PH. (414) 529-5380

survey@metropolitansurvey.com
www.metropolitansurvey.com

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY. ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.



SIGNED

Dennis C. Sauer
Dennis C. Sauer

Professional Land Surveyor S-2421

⊙ — Denotes Iron Pipe Found





Sunshine Lane

5-2-23

BRANDING VILLAGE OF CALEDONIA

WHERE ARE WE HEADED?

AGENDA

Why is it important across all activities

What are the two primary components

Fonts

Color Scheme/ themes

Current Village Signage

Proposed Signage



WHAT IS BRANDING OVERALL

Branding vs. Marketing

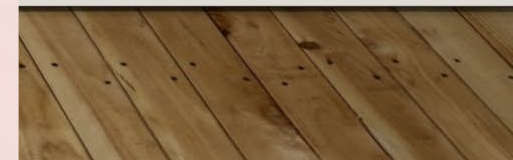
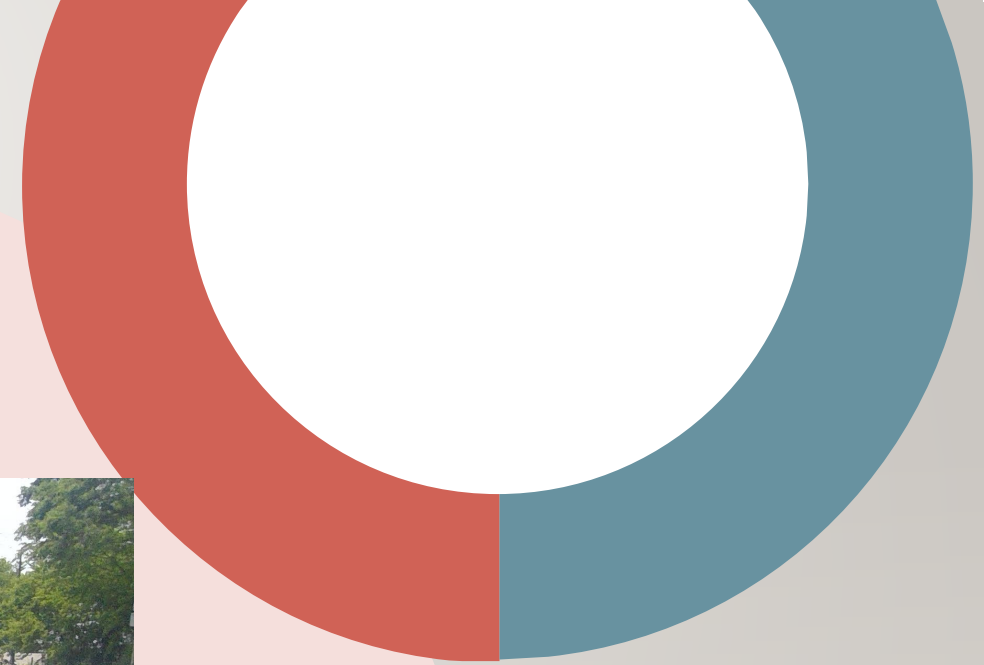
Branding	Marketing
Develops the brand identity	Develops campaigns that connect the brand to products, mission, and goals
Builds customer trust with story	Builds customer trust with actions
Strategies and tactics to support identity and story	Strategies and tactics to support products and campaigns
The story about why your company exists	Supports brand story with specific initiatives
Focus on how an audience feels about your company	Focus on what an audience does with your company

The background features a light gray gradient. A large, semi-transparent pink circle is centered in the upper half. In the top right corner, there is a thick ring composed of two segments: a red one on the left and a teal one on the right, surrounding a white circle. In the bottom right corner, a small section of a wooden floor is visible. On the left side, there are two overlapping triangles: a larger red one and a smaller orange one on top of it. A thin red horizontal line spans across the middle of the image, passing behind the text.

FONTS

**COLOR
SCHEMES/THEMES**

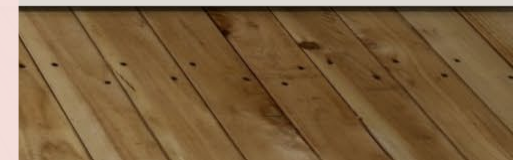
**CURRENT ROAD SIGNAGE
HIGHWAY 32 AND 31
DATE LISTED AS 1877**



CURRENT ROAD SIGNAGE HIGHWAY K AND I-94



**PAYNE AND DOLAN
3 MILE RD
DATE IS 1842**





NEXT STEPS

REQUESTED

9 NEXT STEPS REQUESTED



AD HOC COMMS

Meets on July 18th to discuss fonts and colors



OWNERSHIP OF EXISTING SIGNS

Are easements needed? Who manages?



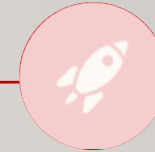
SIGN MAINTENANCE

Policies written and responsibilities assigned



FUTURE SIGN PLACEMENT

Who and how will this happen?



GOALS

Complete basic work needed to get signs moving forward.
Finish overall Branding work