

**VILLAGE BOARD MEETING AGENDA**  
**Tuesday, September 12, 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 – August 22, 2023
5. **Public Comment** - Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.
6. **Committee Reports**
  - A. Finance
    1. Approval of A/P checks
  - B. Legislative & Licensing
    1. Public Hearing and Non Public Hearing Document (*Legislative & Licensing Committee: 7/18/23, 8/1/23; 8/29/23; Village Board: 8/22/23*)
7. **Ordinances and Resolutions**
  - A. **Resolution 2023–96** – A Resolution Approving A Request For A Conditional Use Permit To Allow The Operation Of A Car Wash With Outdoor Vacuum Stations For The Property Located At 5133 Douglas Avenue, Bon Fitzgerald, Applicant, Arza Llc, Owner (*Planning Commission 08/28/23 7,0*)
  - B. **Resolution 2023–97** – A Resolution To Approve A Site, Building, & Operations Plan To Redevelop A Commercial Building To Operate A Car Wash With Outdoor Vacuum Stations For The Property Located At 5133 Douglas Avenue, Village Of Caledonia, Racine County, Wi; Bon Fitzgerald, Applicant, Arza Llc, Owners (*Planning Commission 08/28/23 7,0*)
  - C. **Resolution 2023–98** – Resolution To Authorize The Purchase And Installation Of Audio/Visual Equipment From Avi Systems, Inc. As Part Of The Public Safety Building Project. (*Finance Commitee 09/12/23 TBD*)
  - D. **Resolution 2023–99** – A Resolution To Approve A Certified Survey Map, Creating 2 Lots From Existing Parcel ID # 104-04-22-23-010-000 – Robert and Nichole Jossart. (*Planning Commission 08/28/23 7,0*)
  - E. **Resolution 2023–100** – Resolution To Approve A Settlement Agreement With Darlene Daines For The 4 Mile Road Watermain And Sewer Assessment (*Caledonia Utility District 09/01/23 5,0*)
  - F. **Resolution 2023–101** – Resolution To Approve A Settlement Agreement With Rebecca Keeku For The 4 Mile Road Watermain And Sewer Assessment (*Caledonia Utility District 09/01/23 5,0*)
  - G. **Resolution 2023–102** – Resolution To Approve A Settlement Agreement With William & Judith Hurtienne For The 4 Mile Road Watermain And Sewer Assessment (*Caledonia Utility District 09/01/23 5,0*)
  - H. **Resolution 2023–103** – A Resolution Of The Board Of Trustees Activating A Committee Of The Whole. (*Village Board Only*)
8. **Adjournment**

**Village Board Meeting  
August 22, 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 Hammes, Trustee Pierce, Trustee Stillman, Trustee Martin, Trustee McManus, and Trustee Wishau.

Absent: None.

Staff: Also present were Administrator Kathryn Kasper, 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 – Communications & Announcements**

**4A - 2022 CLA Audit Presentation**

Jordan Boehm from CliftonLarsonAllen (CLA) highlighted several key aspects of the audit report related to the village's financial statements and the audit process.

**4B. RCEDC – Laura Million**

Laura Million from Racine County Economic Development Corp. (RCEDC) provided an update on the various initiatives and developments of RCEDC that center around community and economic growth. She announced the addition of a new entrepreneurship resource on their website and encouraged its dissemination to anyone who might find it helpful

**4C. Visit Racine County – Cari Grieving**

Cari Grieving presented an update on Racine County's Tourism Commission and highlighted some recent organizational changes. Updates included new branding strategies, the rebranding of 'Real Racine' and introducing a strategic three-year plan. Future projects include modernizing the visitor center and rejuvenating the board for fresh perspectives.

**5 – Approval of Minutes**

Village Board – August 8, 2023

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

**6 – Public Comment (Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.)**

None.

## **7 – Committee Reports**

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

Village – \$826,539.56

US Bank – \$45,991.21

Motion by Trustee Wishau to approve the A/P checks as presented for \$826,539.56. Seconded by Trustee Martin. Motion carried, unanimously.

Motion by Trustee Wishau to approve the US Bank List as presented for \$45,991.21. Seconded by Trustee Martin. Motion carried, unanimously.

## **7B. Legislative & Licensing**

### **1. Public Hearing and Non Public Hearing Document**

Trustee Martin clarified that this document is designed for distribution to the public to enhance their understanding of participation.

Motion by Trustee Martin to approve Public Hearing and Non Public Hearing Document. Seconded by Trustee Pierce.

Discussion was had on the proposed "Citizen comment guide" regarding applicability to various bodies and clarity of the document. Trustee Pierce suggested that the guide apply only to Planning Commission meetings and proposes changes to address items on and off the meeting's agenda. Attorney Ekes requested clarification on this suggestion and inquired about its broader applicability.

Trustee Martin withdrew the original motion.

Trustee Pierce motioned to change the usage of the citizen's comment guide to apply only to the planning commission and add in the first box of the citizen's guide to amend “is or isn’t on the agenda” for clarity. *No second.*

Trustee Martin motioned to lay this item over and send it back to the Legislative and Licensing Committee for clarification. Seconded by Trustee Hammes. Motion carried unanimously.

## **8 – Ordinances and Resolutions**

### **8A – Ordinance 2023–14 – An Ordinance To Amend Section 7-2-17(B)(1) Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin, Relating To Restrictions On The Issuance Of Liquor Licenses (Legislative & Licensing Committee: 7/18/2023, 8/1/23, 8/8/23 – 3/0)**

Motion by Trustee Martin to approve Ordinance 2023–14 – An Ordinance To Amend Section 7-2-17(B)(1) Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin, Relating To Restrictions On The Issuance Of Liquor Licenses. Seconded by Trustee Hammes. Motion carried, unanimously.

### **8B – Resolution 2023–92 – Resolution Authorizing The Village Of Caledonia To Enter Into A Purchase Agreement To Order A Replacement Fire Engine From Pierce Manufacturing, Inc (Finance Committee: 8/22/23 – TBD)**

Motion by Trustee Martin to approve Resolution 2023–92 – Resolution Authorizing The Village Of Caledonia To Enter Into A Purchase Agreement To Order A Replacement Fire Engine From Pierce Manufacturing, Inc up to \$93, 827. Seconded by Trustee McManus. Motion carried, unanimously.

**8C – Resolution 2023–93 – Resolution Authorizing The Village Of Caledonia To Accept A Donation From Bear Paw Adventure Park / Jellystone To Be Used Towards The Purchase Of An Aerial Drone (Finance Committee: 8/22/23 – TBD)**

Motion by Trustee Stillman to approve Resolution 2023–93 – Resolution Authorizing The Village Of Caledonia To Accept A Donation From Bear Paw Adventure Park / Jellystone To Be Used Towards The Purchase Of An Aerial Drone. Seconded by Trustee Hammes. Motion carried, unanimously.

**8D – Resolution 2023–94 – A Resolution Of The Village Board Of The Village Of Caledonia To Award A Contract For The 4 Mile Road Emergency Signal Project (Village Board only)**

Motion by Trustee Hammes to approve Resolution 2023–94 – A Resolution Of The Village Board Of The Village Of Caledonia To Award A Contract For The 4 Mile Road Emergency Signal Project. Seconded by Trustee Stillman. Motion carried, unanimously.

**8E – Resolution 2023–95 – A Resolution Of The Village Board Of The Village Of Caledonia Approving The Waiver Of Conflict Of Interest For Quarles & Brady LLP Related To A Development Project (Village Board only)**

Motion by Trustee Pierce to approve Resolution 2023–95 – A Resolution Of The Village Board Of The Village Of Caledonia Approving The Waiver Of Conflict Of Interest For Quarles & Brady LLP Related To A Development Project. Seconded by Trustee McManus. Motion carried, unanimously.

**9 – New Business**

**9A. Update on ZIP code effort to recognize Caledonia, WI in applicable zip codes (Village Board only)**

Botsch discussed the ongoing effort to have the ZIP code recognize Caledonia, WI. The initiative began in July 2022, all necessary information is with the postal service, there's no confirmed timeline for the completion.

**9B. Appointment to Board of Review (Village Board only)**

Motion by Trustee to appoint the recommended member to the Board of Review. Seconded by Trustee. Motion carried, unanimously.

**10 – Adjournment**

President Weatherston adjourned the meeting at 7:27 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk



| Fund                                  | Vendor | Vendor Name                | Invoice Number | Description                  | Invoice Date | Invoice Amount | GL Account and Title                        |
|---------------------------------------|--------|----------------------------|----------------|------------------------------|--------------|----------------|---|
| <b>A.W. OAKES &amp; SONS, INC</b>     |        |                            |                |                              |              |                |   |
| Storm Water Utility Fund              | 9      | A.W. OAKES & SONS, INC     | 32875-RT       | STH 32 STREAM RESTORATION    | 08/31/2023   | 8,639.36       | 502-00-65154 HWY 32 Stream Restoration      |
| Total A.W. OAKES & SONS, INC:         |        |                            |                |                              |              | 8,639.36       |   |
| <b>ACH - DELTA DENTAL</b>             |        |                            |                |                              |              |                |   |
| General Fund                          | 498    | ACH - DELTA DENTAL         | 699059         | 08/01/2023 DELTA DENTAL PRE  | 08/24/2023   | 4,673.47       | 100-21534-000 Dental Deductions             |
| General Fund                          | 498    | ACH - DELTA DENTAL         | 699059         | 08/01/2023 DELTA DENTAL PRE  | 08/24/2023   | 3,905.09       | 100-21534-000 Dental Deductions             |
| General Fund                          | 498    | ACH - DELTA DENTAL         | 699059         | 08/01/2023 DELTA DENTAL VISI | 08/24/2023   | 930.24         | 100-21536-000 Vision Deductions             |
| Total ACH - DELTA DENTAL:             |        |                            |                |                              |              | 9,508.80       |   |
| <b>ACH - PETPARTNERS</b>              |        |                            |                |                              |              |                |   |
| General Fund                          | 1501   | ACH - PETPARTNERS          | VC-20230902    | 09/02/2023                   | 09/02/2023   | 233.46         | 100-21537-000 Pet Insurance Deductions      |
| Total ACH - PETPARTNERS:              |        |                            |                |                              |              | 233.46         |   |
| <b>ACH - QUADIENT FINANCE USA INC</b> |        |                            |                |                              |              |                |   |
| General Fund                          | 3898   | ACH - QUADIENT FINANCE USA | 40210199       | BRUSH AND SPONGE KIT         | 07/19/2023   | 30.00          | 100-13-64040 Postage & Shipping             |
| Total ACH - QUADIENT FINANCE USA INC: |        |                            |                |                              |              | 30.00          |   |
| <b>ACH - SIMPLIFILE, LC</b>           |        |                            |                |                              |              |                |   |
| General Fund                          | 768    | ACH - SIMPLIFILE, LC       | AGREEMENTS     | AGREEMENTS & EASEMENT (E     | 08/17/2023   | 105.75         | 100-42-61100 Legal Fees                     |
| General Fund                          | 768    | ACH - SIMPLIFILE, LC       | E2658729/E26   | EASEMENT AGREEMENT E-265     | 07/21/2023   | 35.25          | 100-10-65100 Racine Co Ec Dev Corp          |
| General Fund                          | 768    | ACH - SIMPLIFILE, LC       | E2658729/E26   | EASEMENT AGREEMENT E-265     | 07/21/2023   | 35.25          | 100-23163-033 CARDINAL CAPITAL- CCM/D. LYON |
| General Fund                          | 768    | ACH - SIMPLIFILE, LC       | E2660344       | FENCE VARIENCE #2023-F-056   | 08/17/2023   | 35.25          | 100-42-61100 Legal Fees                     |
| Storm Water Utility Fund              | 768    | ACH - SIMPLIFILE, LC       | QUIT CLAIM &   | MONA PARK - QUIT CLAIM DEE   | 06/29/2023   | 70.50          | 502-00-61100 Legal Fees                     |
| General Fund                          | 768    | ACH - SIMPLIFILE, LC       | VARIANCE/AG    | EASEMENTS AGREEMENTS & F     | 08/09/2023   | 141.00         | 100-42-61100 Legal Fees                     |
| Total ACH - SIMPLIFILE, LC:           |        |                            |                |                              |              | 423.00         |   |
| <b>ACH - SUPERFLEET</b>               |        |                            |                |                              |              |                |   |
| Sewer Utility Fund                    | 1730   | ACH - SUPERFLEET           | EJ974 082023   | JUL-23; VEHICLE FUEL         | 07/20/2023   | 20.18          | 501-00-63200 Fuel, Oil, Fluids              |
| Water Utility Fund                    | 1730   | ACH - SUPERFLEET           | EJ974 082023   | JUL-23; VEHICLE FUEL         | 07/20/2023   | 20.17          | 500-00-63200 Fuel, Oil, Fluids              |
| General Fund                          | 1730   | ACH - SUPERFLEET           | EJ994 051820   | FUEL FOR CFD VEHICLES        | 05/26/2023   | 789.80         | 100-35-63200 Fuel, Oil, Fluids              |
| General Fund                          | 1730   | ACH - SUPERFLEET           | EJ994 051820   | DIFFERENCE BETWEEN INVOI     | 06/07/2023   | -11.29         | 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              |
| General Fund                          | 1730   | ACH - SUPERFLEET           | EJ9940618202   | DIFFERENCE BETWEEN INVOI     | 07/08/2023   | -56.03         | 100-35-63200 Fuel, Oil, Fluids              |
| General Fund                          | 1730   | ACH - SUPERFLEET           | EJ9940718202   | FUEL FOR CFD VEHICLES        | 07/25/2023   | 683.74         | 100-35-63200 Fuel, Oil, Fluids              |
| General Fund                          | 1730   | ACH - SUPERFLEET           | EJ9940818202   | FUEL FOR CFD VEHICLES        | 08/29/2023   | 937.44         | 100-35-63200 Fuel, Oil, Fluids              |
| Sewer Utility Fund                    | 1730   | ACH - SUPERFLEET           | MAY 2023       | JUN-23; FUEL PURCHASES       | 06/20/2023   | 18.79          | 501-00-63200 Fuel, Oil, Fluids              |
| Water Utility Fund                    | 1730   | ACH - SUPERFLEET           | MAY 2023       | JUN-23; FUEL PURCHASES       | 06/20/2023   | 18.79          | 500-00-63200 Fuel, Oil, Fluids              |

| Fund                                   | Vendor | Vendor Name                | Invoice Number | Description                   | Invoice Date | Invoice Amount | GL Account and Title                        |
|--|--------|----------------------------|----------------|-------------------------------|--------------|----------------|---|
| Total ACH - SUPERFLEET:                |        |                            |                |                               |              | 3,330.75       |   |
| <b>ACH - US BANK EQUIPMENT FINANCE</b> |        |                            |                |                               |              |                |   |
| General Fund                           | 9252   | ACH - US BANK EQUIPMENT FI | 505868190      | AUGUST 23; COPIER/PRINTER     | 08/01/2023   | 1,195.41       | 100-90-62300 Office Equipment Rental & Main |
| General Fund                           | 9252   | ACH - US BANK EQUIPMENT FI | 508176310      | SEPT 2023; COPIER/PRINTER L   | 08/24/2023   | 1,195.41       | 100-90-62300 Office Equipment Rental & Main |
| Total ACH - US BANK EQUIPMENT FINANCE: |        |                            |                |                               |              | 2,390.82       |   |
| <b>ACH - WCA GROUP HEALTH TRUST</b>    |        |                            |                |                               |              |                |   |
| General Fund                           | 9142   | ACH - WCA GROUP HEALTH TR  | 090123         | 09/01/2023 HEALTH INSURANC    | 08/28/2023   | 230,225.16     | 100-21535-000 Health Insurance Deductions   |
| Total ACH - WCA GROUP HEALTH TRUST:    |        |                            |                |                               |              | 230,225.16     |   |
| <b>ACH - WE ENERGIES</b>               |        |                            |                |                               |              |                |   |
| Capital Projects Fund                  | 380    | ACH - WE ENERGIES          | 4687916036     | JUL-AUG 23; PSB; TEMP ELECT   | 08/09/2023   | 26.11          | 400-75-65025 PSB-Village Sourced Bldg Impr  |
| General Fund                           | 380    | ACH - WE ENERGIES          | 4688673321     | BILLING PERIOD 7/6/2023 TO 8/ | 08/09/2023   | 1,223.18       | 100-30-64140 Utilities                      |
| General Fund                           | 380    | ACH - WE ENERGIES          | 4688673321     | BILLING PERIOD 7/6/2023 TO 8/ | 08/09/2023   | 2,246.09       | 100-35-64140 Utilities                      |
| General Fund                           | 380    | ACH - WE ENERGIES          | 4688673321     | BILLING PERIOD 7/6/2023 TO 8/ | 08/09/2023   | 225.39         | 100-41-64140 Utilities                      |
| General Fund                           | 380    | ACH - WE ENERGIES          | 4688673321     | BILLING PERIOD 7/6/2023 TO 8/ | 08/09/2023   | 2,718.16       | 100-43-64140 Utilities                      |
| General Fund                           | 380    | ACH - WE ENERGIES          | 4688673321     | BILLING PERIOD 7/6/2023 TO 8/ | 08/09/2023   | 347.14         | 100-70-64140 Utilities                      |
| General Fund                           | 380    | ACH - WE ENERGIES          | 4688673321     | BILLING PERIOD 7/6/2023 TO 8/ | 08/09/2023   | 1,125.98       | 100-90-64290 Street Lighting                |
| General Fund                           | 380    | ACH - WE ENERGIES          | 4688673321     | BILLING PERIOD 7/6/2023 TO 8/ | 08/09/2023   | 17.93          | 100-70-64140 Utilities                      |
| General Fund                           | 380    | ACH - WE ENERGIES          | 4691135252     | STREET LIGHTS 7/12/2023 TO    | 08/17/2023   | 11,504.38      | 100-90-64290 Street Lighting                |
| Sewer Utility Fund                     | 380    | ACH - WE ENERGIES          | 4869378        | 3095 LAKE MEADOW DR - ELEC    | 08/18/2023   | 13,882.98      | 501-00-64240 Building Repairs & Maintenance |
| Total ACH - WE ENERGIES:               |        |                            |                |                               |              | 33,317.34      |   |
| <b>ALL-WAYS CONTRACTORS, INC</b>       |        |                            |                |                               |              |                |   |
| Storm Water Utility Fund               | 9289   | ALL-WAYS CONTRACTORS, INC  | 2023-02-1      | PROJECT 2023-02 CULVERT RE    | 08/10/2023   | 118,314.01     | 502-00-64240 Building Repairs & Maintenance |
| Total ALL-WAYS CONTRACTORS, INC:       |        |                            |                |                               |              | 118,314.01     |   |
| <b>AMPLIFY GRAPHICS &amp; BRANDING</b> |        |                            |                |                               |              |                |   |
| General Fund                           | 2127   | AMPLIFY GRAPHICS & BRANDI  | 172541         | 7/1/2023 TO 7/31/2023 SERVICE | 08/11/2023   | 85.75          | 100-43-62100 Contracted Services            |
| Total AMPLIFY GRAPHICS & BRANDING:     |        |                            |                |                               |              | 85.75          |   |
| <b>ARAMARK</b>                         |        |                            |                |                               |              |                |   |
| General Fund                           | 128    | ARAMARK                    | 6140210460     | JUL-23; RUG DELIVERY - VILLA  | 07/12/2023   | 346.47         | 100-43-62100 Contracted Services            |
| General Fund                           | 128    | ARAMARK                    | 6140233844     | AUG.-23; RUG DELIVERY - POLI  | 08/23/2023   | 574.01         | 100-43-62100 Contracted Services            |

| Fund                                 | Vendor | Vendor Name               | Invoice Number | Description                 | Invoice Date | Invoice Amount | GL Account and Title                        |
|--------------------------------------|--------|---------------------------|----------------|-----------------------------|--------------|----------------|---|
| Total ARAMARK:                       |        |                           |                |                             |              | 920.48         |   |
| <b>AURORA HEALTH CARE</b>            |        |                           |                |                             |              |                |   |
| General Fund                         | 155    | AURORA HEALTH CARE        | 1859325        | 08/20/2023 EMPLOYEE DREW B  | 08/20/2023   | 141.00         | 100-35-51100 Testing/Physicals              |
| General Fund                         | 155    | AURORA HEALTH CARE        | 1859325        | 08/20/2023 EMPLOYEE ZARRIE  | 08/20/2023   | 50.00          | 100-13-51100 Personnel Medical Exams        |
| General Fund                         | 155    | AURORA HEALTH CARE        | 1859325        | 08/20/2023 EMPLOYEE DANIEL  | 08/20/2023   | 827.00         | 100-35-51100 Testing/Physicals              |
| Total AURORA HEALTH CARE:            |        |                           |                |                             |              | 1,018.00       |   |
| <b>BADGER METER INC.</b>             |        |                           |                |                             |              |                |   |
| Water Utility Fund                   | 163    | BADGER METER INC.         | 1596136        | NEW WATER METER             | 08/02/2023   | 2,385.11       | 500-18701-107 CIP - Meters                  |
| Total BADGER METER INC.:             |        |                           |                |                             |              | 2,385.11       |   |
| <b>BAYCOM</b>                        |        |                           |                |                             |              |                |   |
| Capital Projects Fund                | 183    | BAYCOM                    | 8281638125     | TWO PORTABLE RADIOS         | 05/26/2023   | 16,331.22      | 400-30-65030 Equipment                      |
| Total BAYCOM:                        |        |                           |                |                             |              | 16,331.22      |   |
| <b>BECC CORPORATION</b>              |        |                           |                |                             |              |                |   |
| Sewer Utility Fund                   | 191    | BECC CORPORATION          | 3603           | EQUIVALENT OXYGEN SENSO     | 07/12/2023   | 1,479.99       | 501-00-64240 Building Repairs & Maintenance |
| Total BECC CORPORATION:              |        |                           |                |                             |              | 1,479.99       |   |
| <b>BUILDING PERMIT REFUND VENDOR</b> |        |                           |                |                             |              |                |   |
| General Fund                         | 271    | BUILDING PERMIT REFUND VE | 2021-355       | 3920 WILD GINGER WAY SITE R | 09/07/2023   | 1,000.00       | 100-23160-000 Clean-Up Bonds                |
| General Fund                         | 271    | BUILDING PERMIT REFUND VE | 2023-311, 23-S | 08/11/2023 REFUND PERMIT #2 | 08/14/2023   | 883.25         | 100-00-44300 Building Permits               |
| General Fund                         | 271    | BUILDING PERMIT REFUND VE | 2023-311, 23-S | 08/11/2023 REFUND PERMIT #2 | 08/14/2023   | 75.00          | 100-00-44310 Engineering Permits/Fees       |
| Total BUILDING PERMIT REFUND VENDOR: |        |                           |                |                             |              | 1,958.25       |   |
| <b>BUY RIGHT, INC.</b>               |        |                           |                |                             |              |                |   |
| Water Utility Fund                   | 273    | BUY RIGHT, INC.           | 14873-404449   | BATTERY                     | 07/05/2023   | 70.34          | 500-00-63300 Vehicle Repairs & Maintenance  |
| Sewer Utility Fund                   | 273    | BUY RIGHT, INC.           | 14873-404449   | BATTERY                     | 07/05/2023   | 70.35          | 501-00-63300 Vehicle Repairs & Maintenance  |
| General Fund                         | 273    | BUY RIGHT, INC.           | 409955         | PART FOR E-32               | 08/30/2023   | 31.90          | 100-35-63300 Vehicle Repairs & Maintenance  |
| General Fund                         | 273    | BUY RIGHT, INC.           | 410723         | VEHICLE MAINTENANCE SUPP    | 09/06/2023   | 65.42          | 100-35-63300 Vehicle Repairs & Maintenance  |
| General Fund                         | 273    | BUY RIGHT, INC.           | 410727         | WINDSHIELD WASHER FLUID     | 09/06/2023   | 16.95          | 100-35-63300 Vehicle Repairs & Maintenance  |
| Total BUY RIGHT, INC.:               |        |                           |                |                             |              | 254.96         |   |
| <b>CIVIC WEBWARE LLC</b>             |        |                           |                |                             |              |                |   |
| General Fund                         | 2234   | CIVIC WEBWARE LLC         | 0327-01        | ZONINGHUB -LARGE COMMUNI    | 09/04/2023   | 1,200.00       | 100-60-61000 Professional Services          |



| Fund                                      | Vendor | Vendor Name               | Invoice Number | Description                | Invoice Date | Invoice Amount | GL Account and Title                        |
|---|--------|---------------------------|----------------|----------------------------|--------------|----------------|---|
| <b>CONSERV FS INC.</b>                    |        |                           |                |                            |              |                |   |
| General Fund                              | 3962   | CONSERV FS INC.           | 60059558       | GAS NOZZLE PUMP 1          | 08/31/2023   | 87.70          | 100-41-64070 Work Supplies                  |
| General Fund                              | 3962   | CONSERV FS INC.           | 777004355      | 3900.0 GAL UNLEADED        | 09/01/2023   | 12,144.60      | 100-41-63200 Fuel, Oil, Fluids              |
| General Fund                              | 3962   | CONSERV FS INC.           | 777004356      | 3798.0 GAL DIESEL FUEL     | 09/01/2023   | 13,558.86      | 100-41-63200 Fuel, Oil, Fluids              |
| Total CONSERV FS INC.:                    |        |                           |                |                            |              | 25,791.16      |   |
| <b>CORE &amp; MAIN LP</b>                 |        |                           |                |                            |              |                |   |
| Water Utility Fund                        | 405    | CORE & MAIN LP            | T275415        | VALVES AND MISC. PARTS     | 07/26/2023   | 2,966.24       | 500-00-64240 Building Repairs & Maintenance |
| Total CORE & MAIN LP:                     |        |                           |                |                            |              | 2,966.24       |   |
| <b>CRAIG D. CHILDS, PHD, SC</b>           |        |                           |                |                            |              |                |   |
| General Fund                              | 414    | CRAIG D. CHILDS, PHD, SC  | 3499           | PRE-EMPLOYMENT EVAL; DIMA  | 08/24/2023   | 510.00         | 100-35-51100 Testing/Physicals              |
| Total CRAIG D. CHILDS, PHD, SC:           |        |                           |                |                            |              | 510.00         |   |
| <b>DORNER COMPANY</b>                     |        |                           |                |                            |              |                |   |
| Sewer Utility Fund                        | 551    | DORNER COMPANY            | 507087         | APCO SERVICE - INSPECT AIR | 08/10/2023   | 1,750.00       | 501-00-64240 Building Repairs & Maintenance |
| Water Utility Fund                        | 551    | DORNER COMPANY            | 507237         | LIMIT SWITCH AND BRACKET P | 08/23/2023   | 1,279.00       | 500-00-64240 Building Repairs & Maintenance |
| Total DORNER COMPANY:                     |        |                           |                |                            |              | 3,029.00       |   |
| <b>EHLERS INVESTMENT PARTNERS</b>         |        |                           |                |                            |              |                |   |
| General Fund                              | 584    | EHLERS INVESTMENT PARTNE  | 94871          | BEAR DEVELOPMENT INITIAL P | 08/09/2023   | 2,583.75       | 100-23163-096 Bear/Newport                  |
| Total EHLERS INVESTMENT PARTNERS:         |        |                           |                |                            |              | 2,583.75       |   |
| <b>EMERGENCY LIGHTING AND ELECTRONICS</b> |        |                           |                |                            |              |                |   |
| Capital Projects Fund                     | 9179   | EMERGENCY LIGHTING AND EL | 220316         | #206 STRIP OUT/DECAL REMOV | 07/19/2023   | 2,500.00       | 400-30-65040 Equipment-Vehicles             |
| Total EMERGENCY LIGHTING AND ELECTRONICS: |        |                           |                |                            |              | 2,500.00       |   |
| <b>EMS/AMBULANCE REFUNDS</b>              |        |                           |                |                            |              |                |   |
| General Fund                              | 9000   | EMS/AMBULANCE REFUNDS     | 22-0786        | 08/23/2023 EMS/AMBULANCE R | 08/23/2023   | 720.90         | 100-00-46230 Ambulance/EMS Fees             |
| General Fund                              | 9000   | EMS/AMBULANCE REFUNDS     | 23-0576        | 08/31/2023 EMS/AMBULANCE R | 08/31/2023   | 448.74         | 100-00-46230 Ambulance/EMS Fees             |
| Total EMS/AMBULANCE REFUNDS:              |        |                           |                |                            |              | 1,169.64       |   |
| <b>ESRI INC.</b>                          |        |                           |                |                            |              |                |   |
| Storm Water Utility Fund                  | 615    | ESRI INC.                 | 26163263       | 8/20/2023 ARCGIS - DESKTOP | 08/24/2023   | 6,608.44       | 502-00-64300 IT Maintenance & Subscriptions |

| Fund   | Vendor | Vendor Name              | Invoice Number | Description                 | Invoice Date | Invoice Amount | GL Account and Title                         |
|--|--------|--------------------------|----------------|-----------------------------|--------------|----------------|--|
| Total ESRI INC.:                             |        |                          |                |                             |              | 6,608.44       |  |
| <b>EWALD AUTOMOTIVE GROUP</b>                |        |                          |                |                             |              |                |  |
| Capital Projects Fund                        | 627    | EWALD AUTOMOTIVE GROUP   | 45209          | #218 NEW INTERCEPTOR UTILI  | 08/29/2023   | 36,699.00      | 400-30-65040 Equipment-Vehicles              |
| Capital Projects Fund                        | 627    | EWALD AUTOMOTIVE GROUP   | 45209          | #218 NEW INTERCEPTOR UTILI  | 08/29/2023   | 2,290.50       | 400-35-65040 Equipment-Vehicles              |
| Capital Projects Fund                        | 627    | EWALD AUTOMOTIVE GROUP   | 45210          | NEW SQUAD; 2023 FORD EXPL   | 08/29/2023   | 38,989.50      | 400-30-65040 Equipment-Vehicles              |
| Total EWALD AUTOMOTIVE GROUP:                |        |                          |                |                             |              | 77,979.00      |  |
| <b>FGM ARCHITECTS</b>                        |        |                          |                |                             |              |                |  |
| Capital Projects Fund                        | 652    | FGM ARCHITECTS           | 21-3278.01-22  | PROJECT 21-3278.01 CALEDO   | 08/15/2023   | 13,756.00      | 400-75-65020 PSB-FGM Building Improvements   |
| Total FGM ARCHITECTS:                        |        |                          |                |                             |              | 13,756.00      |  |
| <b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b> |        |                          |                |                             |              |                |  |
| Storm Water Utility Fund                     | 666    | FOTH INFRASTRUCTURE & EN | 85154          | PROF SERVICES THROUGH 7/7   | 07/28/2023   | 512.52         | 502-00-65154 HWY 32 Stream Restoration       |
| Storm Water Utility Fund                     | 666    | FOTH INFRASTRUCTURE & EN | 85155          | WESTVIEW VILLAGE STORMWA    | 07/28/2023   | 110.40         | 502-00-65156 Westview Village Storm          |
| Storm Water Utility Fund                     | 666    | FOTH INFRASTRUCTURE & EN | 85156          | STORM SEWER GPS LOCATES     | 07/28/2023   | 607.20         | 502-00-65152 GIS Update                      |
| General Fund                                 | 666    | FOTH INFRASTRUCTURE & EN | 85167          | PROJECT 0023C025.00 CORON   | 07/28/2023   | 282.80         | 100-23163-098 Corona Drive Extension         |
| Sewer Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85168          | RIVERBEND PROJECT THRU 7/   | 07/28/2023   | 718.80         | 501-18725-000 CIP-Riverbend Safety Site      |
| Sewer Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85171          | PROF SERVICES THROUGH 7/7   | 07/28/2023   | 14,011.72      | 501-18736-000 CIP-Hoods Creek Attenuation    |
| Water Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85172          | PROF SERVICES THROUGH 7/7   | 07/28/2023   | 404.80         | 500-18735-107 CIP - North Kremer Watermain   |
| Water Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85174          | PROF SERVICES THROUGH 7/7   | 07/28/2023   | 5,936.80       | 500-18737-107 CIP - WASHINGTON MEADOWS       |
| Water Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85177          | CUD GENERAL ENGINEERING     | 07/28/2023   | 885.60         | 500-00-61340 Engineering Design Charges      |
| Water Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85179          | EATON CORP WATER EXTENSI    | 07/28/2023   | 6,619.40       | 500-00-61340 Engineering Design Charges      |
| Sewer Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85180          | CMOM 2023 PROF SERVICES T   | 07/28/2023   | 9,836.30       | 501-00-61340 Engineering Design Charges      |
| Storm Water Utility Fund                     | 666    | FOTH INFRASTRUCTURE & EN | 85674          | STH 32 STREAM RESTORATION   | 08/31/2023   | 239.20         | 502-00-65154 HWY 32 Stream Restoration       |
| TID #4 Fund                                  | 666    | FOTH INFRASTRUCTURE & EN | 85676          | PROJECT 0021C031.11 BADGE   | 08/29/2023   | 40,023.93      | 414-23163-002 Badgerland-Intersections       |
| TID #4 Fund                                  | 666    | FOTH INFRASTRUCTURE & EN | 85677          | PROJECT 0022C031.10 BADGE   | 08/29/2023   | 12,613.33      | 414-23163-001 Badgerland / Zilber Developmen |
| General Fund                                 | 666    | FOTH INFRASTRUCTURE & EN | 85678          | PROJ. 0022C031.12 GLEN WAT  | 08/29/2023   | 14,106.33      | 100-23163-077 Glen At Waters Edge/6020 Erie  |
| Sewer Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85679          | RIVER BEND LIFT STATION SAF | 08/31/2023   | 570.40         | 501-18725-000 CIP-Riverbend Safety Site      |
| TID #5 Fund                                  | 666    | FOTH INFRASTRUCTURE & EN | 85680          | TID#5 DOMINICAN LIFT STATIO | 08/31/2023   | 257.60         | 415-00-61000 Professional Services           |
| TID #5 Fund                                  | 666    | FOTH INFRASTRUCTURE & EN | 85681          | TID #5 CENTRAL LIFT STATION | 08/31/2023   | 22,764.40      | 415-00-61000 Professional Services           |
| Sewer Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85682          | JUL-23; HOOD CREEK BASIN E  | 08/31/2023   | 232.40         | 501-18736-000 CIP-Hoods Creek Attenuation    |
| TID #4 Fund                                  | 666    | FOTH INFRASTRUCTURE & EN | 85683          | TID #4 I94 WATER DEMAND ST  | 08/31/2023   | 1,591.00       | 414-00-61000 Professional Services           |
| General Fund                                 | 666    | FOTH INFRASTRUCTURE & EN | 85684          | BLUFFSIDE DEVELOPMENT       | 08/31/2023   | 4,322.39       | 100-23163-035 Bluffside                      |
| Water Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85685          | WASHINGTON MEADOWS WAT      | 08/31/2023   | 827.20         | 500-18737-107 CIP - WASHINGTON MEADOWS       |
| TID #4 Fund                                  | 666    | FOTH INFRASTRUCTURE & EN | 85686          | ADAMS RD WATER MAIN         | 08/31/2023   | 2,529.00       | 414-00-61000 Professional Services           |
| TID #4 Fund                                  | 666    | FOTH INFRASTRUCTURE & EN | 85687          | ADAMS RD ELEVATED STORAG    | 08/31/2023   | 2,894.60       | 414-00-61000 Professional Services           |
| Sewer Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85688          | CUD GENERAL ENGINEERING     | 08/31/2023   | 1,527.20       | 501-00-61340 Engineering Design Charges      |
| Water Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85689          | EATON CORP WATER EXTENSI    | 08/31/2023   | 2,468.20       | 500-00-61340 Engineering Design Charges      |
| Sewer Utility Fund                           | 666    | FOTH INFRASTRUCTURE & EN | 85690          | CMOM 2023                   | 08/31/2023   | 92.00          | 501-00-61340 Engineering Design Charges      |

| Fund  | Vendor | Vendor Name                 | Invoice Number | Description                  | Invoice Date | Invoice Amount | GL Account and Title |                                |
|---|--------|-----------------------------|----------------|------------------------------|--------------|----------------|----------------------|--------------------------------|
|   |        |                             |                |                              |              |                |                      |                                |
| Total FOTH INFRASTRUCTURE & ENVIRO, LLC:          |        |                             |                |                              |              | 146,985.52     |                      |                                |
| <b>FRANKSVILLE AUTOMOTIVE LLC</b>                 |        |                             |                |                              |              |                |                      |                                |
| General Fund                                      | 679    | FRANKSVILLE AUTOMOTIVE LL   | 15158          | #213 OIL CHANGE              | 08/28/2023   | 59.74          | 100-30-63300         | Vehicle Repairs & Maintenance  |
| General Fund                                      | 679    | FRANKSVILLE AUTOMOTIVE LL   | 15159          | #216 OIL CHANGE              | 08/28/2023   | 59.74          | 100-30-63300         | Vehicle Repairs & Maintenance  |
| General Fund                                      | 679    | FRANKSVILLE AUTOMOTIVE LL   | 15184          | #210 OIL CHANGE              | 09/01/2023   | 59.74          | 100-30-63300         | Vehicle Repairs & Maintenance  |
| Total FRANKSVILLE AUTOMOTIVE LLC:                 |        |                             |                |                              |              | 179.22         |                      |                                |
| <b>G &amp; F EXCAVATING</b>                       |        |                             |                |                              |              |                |                      |                                |
| Water Utility Fund                                | 687    | G & F EXCAVATING            | 35873          | EMERGENCY WATER MAIN REP     | 08/06/2023   | 15,090.00      | 500-00-64240         | Building Repairs & Maintenance |
| Water Utility Fund                                | 687    | G & F EXCAVATING            | 35875          | REPAIR WAER MAIN VALVE @     | 08/08/2023   | 5,807.50       | 500-00-64240         | Building Repairs & Maintenance |
| Water Utility Fund                                | 687    | G & F EXCAVATING            | 35878          | 3600 LEO LN REMOVE WTR MA    | 08/10/2023   | 4,925.00       | 500-00-64240         | Building Repairs & Maintenance |
| Total G & F EXCAVATING:                           |        |                             |                |                              |              | 25,822.50      |                      |                                |
| <b>GALLS LLC</b>                                  |        |                             |                |                              |              |                |                      |                                |
| General Fund                                      | 693    | GALLS LLC                   | 025270639      | BAYLES BELT/KEEPERS          | 08/03/2023   | 57.92          | 100-30-50280         | Clothing Allowance             |
| General Fund                                      | 693    | GALLS LLC                   | 025349925      | BAYLES NAMEPLATE             | 08/11/2023   | 22.99          | 100-30-50280         | Clothing Allowance             |
| Total GALLS LLC:                                  |        |                             |                |                              |              | 80.91          |                      |                                |
| <b>HVA PRODUCTS INC</b>                           |        |                             |                |                              |              |                |                      |                                |
| General Fund                                      | 9292   | HVA PRODUCTS INC            | 58122          | SERVICE CALL FOR A/C AT ST.  | 08/30/2023   | 840.00         | 100-35-64240         | Building Repairs & Maintenance |
| Total HVA PRODUCTS INC:                           |        |                             |                |                              |              | 840.00         |                      |                                |
| <b>IMAGE MANAGEMENT LLC</b>                       |        |                             |                |                              |              |                |                      |                                |
| General Fund                                      | 835    | IMAGE MANAGEMENT LLC        | IMA12550       | 10/23-10/24; CALEDONIA-WI.GO | 08/21/2023   | 495.00         | 100-90-64300         | IT Maintenance & Subscriptions |
| Total IMAGE MANAGEMENT LLC:                       |        |                             |                |                              |              | 495.00         |                      |                                |
| <b>IMPERIAL BAG &amp; PAPER CO, LLC DBA KRANZ</b> |        |                             |                |                              |              |                |                      |                                |
| General Fund                                      | 1097   | IMPERIAL BAG & PAPER CO, LL | 1787570-00     | JANITORIAL SUPPLIES FOR CL   | 08/30/2023   | 229.15         | 100-35-64100         | Janitorial Supplies            |
| Total IMPERIAL BAG & PAPER CO, LLC DBA KRANZ:     |        |                             |                |                              |              | 229.15         |                      |                                |
| <b>J. MILLER ELECTRIC INC</b>                     |        |                             |                |                              |              |                |                      |                                |
| Sewer Utility Fund                                | 9224   | J. MILLER ELECTRIC INC      | 8631           | ELECTRICAL WORK @ LAKE M     | 08/17/2023   | 32,587.61      | 501-00-64240         | Building Repairs & Maintenance |
| Total J. MILLER ELECTRIC INC:                     |        |                             |                |                              |              | 32,587.61      |                      |                                |

| Fund                                     | Vendor | Vendor Name                 | Invoice Number | Description                 | Invoice Date | Invoice Amount | GL Account and Title                        |
|--|--------|-----------------------------|----------------|-----------------------------|--------------|----------------|---|
| <b>JEFFERSON FIRE &amp; SAFETY, INC.</b> |        |                             |                |                             |              |                |   |
| Donation Fund                            | 909    | JEFFERSON FIRE & SAFETY, IN | IN306125       | BRACKET FOR NEW DEFIB       | 08/30/2023   | 513.92         | 250-35-64916 Fire - ARPA Funding Expenses   |
| Donation Fund                            | 909    | JEFFERSON FIRE & SAFETY, IN | PB001436       | DOWN PAYMENT ON AMBULAN     | 08/30/2023   | 53,117.50      | 250-35-64198 Fire - Flext Grant Expenditure |
| Total JEFFERSON FIRE & SAFETY, INC.:     |        |                             |                |                             |              | 53,631.42      |   |
| <b>JIMS GARAGE DOOR SERVICE, INC.</b>    |        |                             |                |                             |              |                |   |
| General Fund                             | 943    | JIMS GARAGE DOOR SERVICE,   | 218931         | DOOR CABLES; OVERHEAD DO    | 08/18/2023   | 1,225.00       | 100-41-64240 Building Repairs & Maintenance |
| Total JIMS GARAGE DOOR SERVICE, INC.:    |        |                             |                |                             |              | 1,225.00       |   |
| <b>JOHNS DISPOSAL SERVICE, INC.</b>      |        |                             |                |                             |              |                |   |
| Refuse Fund                              | 967    | JOHNS DISPOSAL SERVICE, IN  | 1171937        | MAY, JUNE & JULY 2023 (BACK | 08/28/2023   | 30.63          | 240-00-62100 Contracted Services            |
| Recycling Fund                           | 967    | JOHNS DISPOSAL SERVICE, IN  | 1171937        | MAY, JUNE & JULY 2023 (BACK | 08/28/2023   | 15.09          | 241-00-62100 Contracted Services            |
| Refuse Fund                              | 967    | JOHNS DISPOSAL SERVICE, IN  | 1172174        | AUGUST 2023; CONTRACTED B   | 08/29/2023   | 96,280.30      | 240-00-62100 Contracted Services            |
| Recycling Fund                           | 967    | JOHNS DISPOSAL SERVICE, IN  | 1172174        | AUGUST 2023; CONTRACTED B   | 08/29/2023   | 47,483.20      | 241-00-62100 Contracted Services            |
| Total JOHNS DISPOSAL SERVICE, INC.:      |        |                             |                |                             |              | 143,809.22     |   |
| <b>JOURNAL TIMES</b>                     |        |                             |                |                             |              |                |   |
| General Fund                             | 1565   | JOURNAL TIMES               | 123111         | PNP-PUD AMENDMENT 2.0 WAT   | 08/07/2023   | 63.26          | 100-23163-077 Glen At Waters Edge/6020 Erie |
| Total JOURNAL TIMES:                     |        |                             |                |                             |              | 63.26          |   |
| <b>KMJ COMMUNICATIONS, INC.</b>          |        |                             |                |                             |              |                |   |
| Water Utility Fund                       | 1074   | KMJ COMMUNICATIONS, INC.    | KMJ230711C     | IT INFRASTRUCTURE           | 07/12/2023   | 2,228.07       | 500-00-64320 IT Infrastructure              |
| Sewer Utility Fund                       | 1074   | KMJ COMMUNICATIONS, INC.    | KMJ230711C     | IT INFRASTRUCTURE           | 07/12/2023   | 2,228.07       | 501-00-64320 IT Infrastructure              |
| Total KMJ COMMUNICATIONS, INC.:          |        |                             |                |                             |              | 4,456.14       |   |
| <b>KORTENDICK HARDWARE</b>               |        |                             |                |                             |              |                |   |
| Water Utility Fund                       | 1096   | KORTENDICK HARDWARE         | 159238         | AA BATTERIES                | 07/13/2023   | 9.45           | 500-00-64070 Work Supplies                  |
| Sewer Utility Fund                       | 1096   | KORTENDICK HARDWARE         | 159238         | AA BATTERIES                | 07/13/2023   | 9.44           | 501-00-64070 Work Supplies                  |
| General Fund                             | 1096   | KORTENDICK HARDWARE         | 159610         | TIE DOWN RATCHET SET        | 08/01/2023   | 21.59          | 100-70-64070 Work Supplies                  |
| General Fund                             | 1096   | KORTENDICK HARDWARE         | 159837         | KEYS CUT                    | 08/10/2023   | 8.96           | 100-30-64030 Office Supplies                |
| General Fund                             | 1096   | KORTENDICK HARDWARE         | 159946         | SIMPLE GREEN CLEANER        | 08/17/2023   | 4.49           | 100-70-64100 Janitorial Services            |
| General Fund                             | 1096   | KORTENDICK HARDWARE         | 159946         | MOP                         | 08/17/2023   | 15.29          | 100-70-64070 Work Supplies                  |
| General Fund                             | 1096   | KORTENDICK HARDWARE         | 159996         | TRASH BAGS                  | 08/19/2023   | 30.58          | 100-70-64100 Janitorial Services            |
| Water Utility Fund                       | 1096   | KORTENDICK HARDWARE         | 160017         | UTILITY WORK SUPPLIES       | 08/21/2023   | 16.63          | 500-00-64070 Work Supplies                  |
| Sewer Utility Fund                       | 1096   | KORTENDICK HARDWARE         | 160017         | UTILITY WORK SUPPLIES       | 08/21/2023   | 2.96           | 501-00-64070 Work Supplies                  |
| General Fund                             | 1096   | KORTENDICK HARDWARE         | 160111         | C-CLAMP AND DRILL BIT       | 08/25/2023   | 40.47          | 100-70-64070 Work Supplies                  |
| General Fund                             | 1096   | KORTENDICK HARDWARE         | 160111         | TRASH BAGS                  | 08/25/2023   | 15.29          | 100-70-64100 Janitorial Services            |
| General Fund                             | 1096   | KORTENDICK HARDWARE         | 160157         | WASP AND HORNET SPRAY FO    | 08/30/2023   | 9.98           | 100-35-64100 Janitorial Supplies            |



| Fund  | Vendor | Vendor Name              | Invoice Number | Description                | Invoice Date | Invoice Amount | GL Account and Title                        |
|---|--------|--------------------------|----------------|----------------------------|--------------|----------------|---|
| General Fund                                  | 1096   | KORTENDICK HARDWARE      | 160204         | EMS ROOM LIGHT ST.11       | 08/30/2023   | 5.20           | 100-35-64240 Building Repairs & Maintenance |
| Total KORTENDICK HARDWARE:                    |        |                          |                |                            |              | 190.33         |   |
| <b>MAYER REPAIR</b>                           |        |                          |                |                            |              |                |   |
| General Fund                                  | 1260   | MAYER REPAIR             | 19799S         | A/C REPAIR ON M-22         | 08/30/2023   | 866.60         | 100-35-63300 Vehicle Repairs & Maintenance  |
| Total MAYER REPAIR:                           |        |                          |                |                            |              | 866.60         |   |
| <b>MECHANICAL MASTERS, INC</b>                |        |                          |                |                            |              |                |   |
| General Fund                                  | 9288   | MECHANICAL MASTERS, INC  | 9433           | PUMP ISSUE DIAGNOSE        | 08/18/2023   | 260.00         | 100-90-60000 Insurance Deductible/Stop Loss |
| Total MECHANICAL MASTERS, INC:                |        |                          |                |                            |              | 260.00         |   |
| <b>MILWAUKEE AREA TECHNICAL COLLEGE</b>       |        |                          |                |                            |              |                |   |
| General Fund                                  | 1334   | MILWAUKEE AREA TECHNICAL | 65541          | PARKING FEES; CADET TRAINI | 08/22/2023   | 50.00          | 100-30-51300 Education/Training/Conferences |
| Total MILWAUKEE AREA TECHNICAL COLLEGE:       |        |                          |                |                            |              | 50.00          |   |
| <b>MILWAUKEE LIGHTBULBS</b>                   |        |                          |                |                            |              |                |   |
| General Fund                                  | 1337   | MILWAUKEE LIGHTBULBS     | 0255826-IN     | FLUORESCENT LIGHT BULBS F  | 08/25/2023   | 179.40         | 100-35-64100 Janitorial Supplies            |
| Total MILWAUKEE LIGHTBULBS:                   |        |                          |                |                            |              | 179.40         |   |
| <b>MILWAUKEE METROPOLITAN SEWAGE DISTRICT</b> |        |                          |                |                            |              |                |   |
| Sewer Utility Fund                            | 1338   | MILWAUKEE METROPOLITAN S | 170-23         | Q2-2023 SEWER TREATMENT S  | 08/02/2023   | 11,196.31      | 501-00-62550 Sewer Treatment Charges        |
| Total MILWAUKEE METROPOLITAN SEWAGE DISTRICT: |        |                          |                |                            |              | 11,196.31      |   |
| <b>MOTOROLA SOLUTIONS</b>                     |        |                          |                |                            |              |                |   |
| Capital Projects Fund                         | 1354   | MOTOROLA SOLUTIONS       | 8281642201     | 2 CHARGERS AND MICROPHO    | 06/02/2023   | 457.28         | 400-30-65030 Equipment                      |
| Capital Projects Fund                         | 1354   | MOTOROLA SOLUTIONS       | 8281644290     | RADIO BATTERY 2            | 05/26/2023   | 274.88         | 400-30-65030 Equipment                      |
| Total MOTOROLA SOLUTIONS:                     |        |                          |                |                            |              | 732.16         |   |
| <b>NASSCO, INC.</b>                           |        |                          |                |                            |              |                |   |
| General Fund                                  | 1371   | NASSCO, INC.             | 6330841        | HIGH DENSITY CAN LINERS- P | 08/29/2023   | 56.05          | 100-43-64100 Janitorial Supplies            |
| General Fund                                  | 1371   | NASSCO, INC.             | 6330842        | TORK PAPER TOWEL, JUMBO B  | 08/29/2023   | 273.78         | 100-43-64100 Janitorial Supplies            |
| General Fund                                  | 1371   | NASSCO, INC.             | 6330843        | TORK ROLL TOWEL & FUEL SU  | 08/29/2023   | 93.87          | 100-70-64100 Janitorial Services            |
| Total NASSCO, INC.:                           |        |                          |                |                            |              | 423.70         |   |

| Fund                                      | Vendor | Vendor Name               | Invoice Number | Description                   | Invoice Date | Invoice Amount | GL Account and Title                        |
|---|--------|---------------------------|----------------|-------------------------------|--------------|----------------|---|
| <b>NETWORK SPECIALIST OF RACINE, INC.</b> |        |                           |                |                               |              |                |   |
| Water Utility Fund                        | 1390   | NETWORK SPECIALIST OF RAC | 44689          | SEP-23;- REMOTE BACK-UP MO    | 08/07/2023   | 125.00         | 500-00-64320 IT Infrastructure              |
| Sewer Utility Fund                        | 1390   | NETWORK SPECIALIST OF RAC | 44689          | SEP-23; REMOTE BACK-UP MO     | 08/07/2023   | 125.00         | 501-00-64320 IT Infrastructure              |
| Total NETWORK SPECIALIST OF RACINE, INC.: |        |                           |                |                               |              | 250.00         |   |
| <b>NORTHERN LAKE SERVICE, INC</b>         |        |                           |                |                               |              |                |   |
| Water Utility Fund                        | 1411   | NORTHERN LAKE SERVICE, IN | 2312416        | AUG-23; VH BAC "T" SAMPLES    | 08/03/2023   | 27.50          | 500-00-62560 Water Sampling and Testing     |
| Water Utility Fund                        | 1411   | NORTHERN LAKE SERVICE, IN | 2313304        | DIS. BYPRODUCTS SAMPLES       | 08/15/2023   | 681.48         | 500-00-62560 Water Sampling and Testing     |
| Total NORTHERN LAKE SERVICE, INC:         |        |                           |                |                               |              | 708.98         |   |
| <b>OAK CREEK WATER UTILITY</b>            |        |                           |                |                               |              |                |   |
| Water Utility Fund                        | 1423   | OAK CREEK WATER UTILITY   | 5214           | JULY 23 - WATER SAMPLES       | 07/11/2023   | 365.00         | 500-00-62560 Water Sampling and Testing     |
| Water Utility Fund                        | 1423   | OAK CREEK WATER UTILITY   | 5220           | JULY-23; WATER SAMPLES TES    | 07/27/2023   | 365.00         | 500-00-62560 Water Sampling and Testing     |
| Water Utility Fund                        | 1423   | OAK CREEK WATER UTILITY   | 5226           | JUL-23; WATER SAMPLES         | 08/07/2023   | 365.00         | 500-00-62560 Water Sampling and Testing     |
| Total OAK CREEK WATER UTILITY:            |        |                           |                |                               |              | 1,095.00       |   |
| <b>OLDCASTLE INFRASTRUCTURE, INC</b>      |        |                           |                |                               |              |                |   |
| Sewer Utility Fund                        | 9181   | OLDCASTLE INFRASTRUCTUR   | 270052160      | 24" ID X 2" THICK ADJ RING    | 07/19/2023   | 520.00         | 501-00-64240 Building Repairs & Maintenance |
| Sewer Utility Fund                        | 9181   | OLDCASTLE INFRASTRUCTUR   | 270052160      | 24" ID X 3" THICK ADJ RING    | 07/19/2023   | 481.00         | 501-00-64240 Building Repairs & Maintenance |
| Total OLDCASTLE INFRASTRUCTURE, INC:      |        |                           |                |                               |              | 1,001.00       |   |
| <b>ONTECH SYSTEMS, INC</b>                |        |                           |                |                               |              |                |   |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 79337          | 1 YR EXTENDED SUPPORT FO      | 05/16/2023   | 1,262.00       | 100-90-64300 IT Maintenance & Subscriptions |
| Water Utility Fund                        | 1071   | ONTECH SYSTEMS, INC       | 81954          | JUL-23; UTILITY LAPTOP SET    | 07/31/2023   | 150.00         | 500-00-64310 IT Contracted Services         |
| Sewer Utility Fund                        | 1071   | ONTECH SYSTEMS, INC       | 81954          | JUL-23; UTILITY LAPTOP SET    | 07/31/2023   | 150.00         | 501-00-64310 IT Contracted Services         |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 81954          | JUL-23; BUSINESS EMAIL COM    | 07/31/2023   | 6,987.50       | 100-90-64310 IT Contracted Services         |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 81954          | JUL-23; DIRECT IT SERVICE TIC | 07/31/2023   | 6,461.73       | 100-90-64310 IT Contracted Services         |
| Capital Projects Fund                     | 1071   | ONTECH SYSTEMS, INC       | 82020          | PSB: SONICWALL FIREWALL (2)   | 08/16/2023   | 5,798.00       | 400-75-65025 PSB-Village Sourced Bldg Impr  |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82020          | VH: SONICWALL FIREWALL & V    | 08/16/2023   | 7,349.00       | 100-90-64320 IT Infrastructure              |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82020          | FIRE #11: SONICWALL FIREWAL   | 08/16/2023   | 1,899.00       | 100-90-64320 IT Infrastructure              |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82154          | AUG-23; IT SUPPORT RELATED    | 08/16/2023   | 2,625.00       | 100-90-60000 Insurance Deductible/Stop Loss |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82154          | AUG-23; DIRECT IT TICKET SUP  | 08/16/2023   | 8,262.77       | 100-90-64310 IT Contracted Services         |
| Capital Projects Fund                     | 1071   | ONTECH SYSTEMS, INC       | 82155          | PSB; CISCO SWITCH PROJECT-    | 08/16/2023   | 5,928.10       | 400-75-65025 PSB-Village Sourced Bldg Impr  |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82262          | JUL-23; MONTHLY DATA STORA    | 08/16/2023   | 1,035.00       | 100-90-64300 IT Maintenance & Subscriptions |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82274          | AUG-23; REPLACEMENT UPS U     | 08/31/2023   | 742.98         | 100-90-60000 Insurance Deductible/Stop Loss |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82606          | AUG-23; IT MANAGED SERVICE    | 08/31/2023   | 3,800.00       | 100-90-64300 IT Maintenance & Subscriptions |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82793          | AUG-23; DIRECT IT TICKET SUP  | 08/31/2023   | 8,054.30       | 100-90-64310 IT Contracted Services         |
| General Fund                              | 1071   | ONTECH SYSTEMS, INC       | 82793          | AUG-23; LIGHTNING STRIKE RE   | 08/31/2023   | 2,887.50       | 100-90-60000 Insurance Deductible/Stop Loss |







| Fund                              | Vendor | Vendor Name              | Invoice Number | Description                   | Invoice Date | Invoice Amount | GL Account and Title                        |
|-----------------------------------|--------|--------------------------|----------------|-------------------------------|--------------|----------------|---|
| <b>THOMPSON HINE LLP</b>          |        |                          |                |                               |              |                |   |
| General Fund                      | 9291   | THOMPSON HINE LLP        | 3181126        | JUL-23; BUSINESS EMAIL/SECU   | 08/28/2023   | 2,050.50       | 100-90-61100 Legal Fees                     |
| Total THOMPSON HINE LLP:          |        |                          |                |                               |              | 2,050.50       |   |
| <b>TYLER TECHNOLOGIES, INC.</b>   |        |                          |                |                               |              |                |   |
| General Fund                      | 2024   | TYLER TECHNOLOGIES, INC. | 060-114663     | AUGUST 2023 INSTALLMENT 7     | 08/11/2023   | 7,083.33       | 100-90-62100 Contracted Services            |
| General Fund                      | 2024   | TYLER TECHNOLOGIES, INC. | 060-114664     | AUGUST 2023 - INSTALLMENT #   | 08/11/2023   | 2,987.50       | 100-90-62150 Assessment Services            |
| Total TYLER TECHNOLOGIES, INC.:   |        |                          |                |                               |              | 10,070.83      |   |
| <b>UNITED MECHANICAL, INC.</b>    |        |                          |                |                               |              |                |   |
| General Fund                      | 2042   | UNITED MECHANICAL, INC.  | 26443          | REPLACE UNIT HEATER; DPW      | 07/31/2023   | 2,306.00       | 100-41-64240 Building Repairs & Maintenance |
| Total UNITED MECHANICAL, INC.:    |        |                          |                |                               |              | 2,306.00       |   |
| <b>UTILITY VENDOR REFUND</b>      |        |                          |                |                               |              |                |   |
| Water Utility Fund                | 8996   | UTILITY VENDOR REFUND    | 007-3848-00    | 8/8/23 UTILITY REFUND DUPLIC  | 08/08/2023   | 15.53          | 500-00-46255 Public Fire Protection         |
| Sewer Utility Fund                | 8996   | UTILITY VENDOR REFUND    | 007-3848-00    | 8/8/23 UTILITY REFUND DUPLIC  | 08/08/2023   | 170.00         | 501-00-46251 Residential Service            |
| Water Utility Fund                | 8996   | UTILITY VENDOR REFUND    | 007-3848-00    | 8/8/23 UTILITY REFUND DUPLIC  | 08/08/2023   | 61.91          | 500-00-46251 Residential Service            |
| Total UTILITY VENDOR REFUND:      |        |                          |                |                               |              | 247.44         |   |
| <b>VANTAGE POINT CORP</b>         |        |                          |                |                               |              |                |   |
| General Fund                      | 2066   | VANTAGE POINT CORP       | IC132336       | 2023-2024 ADOBE ACROBAT RE    | 08/15/2023   | 1,440.95       | 100-90-64300 IT Maintenance & Subscriptions |
| Total VANTAGE POINT CORP:         |        |                          |                |                               |              | 1,440.95       |   |
| <b>VILLAGE OF MT. PLEASANT</b>    |        |                          |                |                               |              |                |   |
| Sewer Utility Fund                | 2082   | VILLAGE OF MT. PLEASANT  | TAX SETTLEM    | AUG-23 TAX SETTLEMENT OVE     | 09/05/2023   | 12,082.63      | 501-00-48115 Late Payment Charges           |
| Total VILLAGE OF MT. PLEASANT:    |        |                          |                |                               |              | 12,082.63      |   |
| <b>VON BRIESEN &amp; ROPER SC</b> |        |                          |                |                               |              |                |   |
| TID #5 Fund                       | 2091   | VON BRIESEN & ROPER SC   | 433082         | ERIE STREET #022395-00003 - J | 08/09/2023   | 2,252.50       | 415-00-61000 Professional Services          |
| General Fund                      | 2091   | VON BRIESEN & ROPER SC   | 433418         | LABOR AND PERSONNEL - PRO     | 08/24/2023   | 357.50         | 100-90-61100 Legal Fees                     |
| Total VON BRIESEN & ROPER SC:     |        |                          |                |                               |              | 2,610.00       |   |
| <b>VORPAHL FIRE &amp; SAFETY</b>  |        |                          |                |                               |              |                |   |
| Water Utility Fund                | 2092   | VORPAHL FIRE & SAFETY    | 215365987      | GAS NITROGEN 99.999%          | 07/26/2023   | 104.00         | 500-00-64240 Building Repairs & Maintenance |
| Sewer Utility Fund                | 2092   | VORPAHL FIRE & SAFETY    | 215365987      | GAS NITROGEN 99.999%          | 07/26/2023   | 104.00         | 501-00-64240 Building Repairs & Maintenance |

| Fund                                     | Vendor | Vendor Name              | Invoice Number | Description                 | Invoice Date | Invoice Amount | GL Account and Title              |
|--|--------|--------------------------|----------------|-----------------------------|--------------|----------------|-----------------------------------|
| Total VORPAHL FIRE & SAFETY:             |        |                          |                |                             |              | 208.00         |                                   |
| <b>WAREHOUSE DIRECT</b>                  |        |                          |                |                             |              |                |                                   |
| Sewer Utility Fund                       | 2099   | WAREHOUSE DIRECT         | 5554476-0      | UTILITY WORK SUPPLIES       | 08/18/2023   | 123.43         | 501-00-64030 Office Supplies      |
| Water Utility Fund                       | 2099   | WAREHOUSE DIRECT         | 5554476-0      | UTILITY WORK SUPPLIES       | 08/18/2023   | 123.43         | 500-00-64030 Office Supplies      |
| Total WAREHOUSE DIRECT:                  |        |                          |                |                             |              | 246.86         |                                   |
| <b>WESTERN CULVERT &amp; SUPPLY INC.</b> |        |                          |                |                             |              |                |                                   |
| Storm Water Utility Fund                 | 2131   | WESTERN CULVERT & SUPPLY | 068773         | 15" BANDS                   | 07/28/2023   | 99.60          | 502-00-65151 Culvert Replacements |
| Storm Water Utility Fund                 | 2131   | WESTERN CULVERT & SUPPLY | 068917         | 21" X 22' CMPA 6 PIECES     | 08/17/2023   | 5,029.20       | 502-00-65151 Culvert Replacements |
| Storm Water Utility Fund                 | 2131   | WESTERN CULVERT & SUPPLY | 068917         | 2 - 21' FLARED END SECTIONS | 08/17/2023   | 355.40         | 502-00-65151 Culvert Replacements |
| Total WESTERN CULVERT & SUPPLY INC.:     |        |                          |                |                             |              | 5,484.20       |                                   |
| Grand Totals:                            |        |                          |                |                             |              | 1,476,118.28   |                                   |

**TOTALS BY FUND**

|                          |                       |
|--------------------------|-----------------------|
| Capital Projects Fund    | \$ 125,587.06         |
| Donation Fund            | \$ 57,094.92          |
| General Fund             | \$ 441,105.68         |
| Recycling Fund           | \$ 47,618.29          |
| Refuse Fund              | \$ 96,310.93          |
| Sewer Utility Fund       | \$ 104,070.56         |
| Storm Water Utility Fund | \$ 143,553.00         |
| Tax Collection Fund      | \$ 1,965.45           |
| TID #4 Fund              | \$ 358,969.59         |
| TID #5 Fund              | \$ 25,274.50          |
| Water Utility Fund       | \$ 74,568.30          |
| <b>TOTALS</b>            | <b>\$1,476,118.28</b> |

# Public Comment Guide for the Planning Commission:

The Planning Commission agenda offers an avenue for public remarks for *non public hearing* items.

## How can I Address the Planning Commission?

### If you'd like to comment on something that is **ON** the agenda:

- ✓ **At the discretion of the President or Chair,** an opportunity to speak *might* be granted. This, however, is strictly for items on the meeting agenda. Attendees should raise their hands to request to be recognized by the President or Chair if they wish to comment. The President or Chair may limit public comments to proceed with the business on the meeting agenda.

### What rules of procedure should I be aware of during Public Comment?

- ✓ **Introduction:** The President or Chair will call the agenda item.
- ✓ **Staff Report:** Staff will provide a presentation on the matter.
- ✓ **Inviting Public feedback:** The President or Chair may invite public comment on the specific agenda item, or you may raise your hand to request to speak. If invited to speak, wait to be recognized by the President or Chair. Clearly state your name and address before sharing your thoughts. Please maintain respectful interaction throughout, avoiding discourteous or derogatory comments. Public reactions such as booing, cheering, or clapping are not permitted.
- ✓ **Closing Public Engagement:** The President or Chair will close the public engagement.
- ✓ **Action:** A Motion on the matter will be made and seconded.
- ✓ **Deliberation:** Board, Committee or Commission members will ask questions and or debate the agenda item among themselves and with staff.
- ✓ **Voting:** The President or Chair will call for a vote on the matter.



# How do Public Hearings work?

## The attached letter is notice for an upcoming Public Hearing.

### Public Hearing

#### *noun*

A formal proceeding is held to receive feedback from all interested parties – including the general public – on a proposed issue or action either as mandated by law or as a voluntary effort.

### We want to take a moment of your time to not only notify you of the Public Hearing as required under State Statute and to address some frequently asked questions:

#### How does the Public Hearing process work?

If you're wondering about the Public Hearing process, the Village publicly posts a formal notice of Public Hearing.

- ✓ Hearings might be mandated by law or organized voluntarily to gather public opinions on significant matters. These sessions could pertain to rezoning requests, adjustments to the Comprehensive Plan, proposed zoning amendments, budget, or Ordinance modifications. The general public is encouraged to participate and voice their concerns, ensuring community involvement in the decision-making process.

#### How can I know if a Public Hearing is about to take place?

If you've received this notice and are concerned about staying informed, the Village posts the agenda and additional resources for the hearing on the website every Thursday before the meeting. You're encouraged to review these materials before the hearing, either in the packet or on Zoning Hub: <https://caledoniawi.zoninghub.com/home.aspx>

#### How can I participate in the Public Hearing?

If you wish to participate, you must fill out a sign-up slip and give it to the Clerk. It's important to note that public hearings are not a dialogue or Q&A session between the public and an applicant or Village staff. However, your comments will be heard by the Staff and the Board/Commission, with responses provided after the Public Hearing is closed.

#### What are some tips for effective participation in a Public Hearing?

If you're speaking at a hearing, wait to be recognized by the President or Chair. Speak from the podium directly into the microphone. Clearly state your name and address before sharing your thoughts. Please maintain respectful interaction throughout, avoiding discourteous or derogatory comments. Public reactions such as booing, cheering, or clapping are not permitted.

#### What rules of procedure should I be aware of during a Public Hearing?

If you're attending a hearing, remember that the process is guided by the Village of Caledonia's Ordinance.

- ✓ **Introduction:** The Chairperson or President will introduce the matter to be considered.
- ✓ **Applicant Presentation:** The applicant (and/or the applicant's representatives) will briefly introduce and support the application.
- ✓ **Staff Report:** Village staff will describe the matter being considered, including the relevant authority, present the staff report, and offer proposed conditions and/or recommendations to the decision-making body. Members of the decision-making body may pose questions to staff or the applicant.
- ✓ **Public Feedback:** The Chairperson or President will open the public hearing and may announce a time limitation for speakers. Both supporters and critics of the application are welcome to share their views with the decision-making body. Members of the decision-making body may pose questions to the individual speaking. At the end of this sharing session, Village staff may be asked to address any questions raised. The public hearing will conclude once each person on the sign-up sheet has spoken.
- ✓ **Board Questions and Applicant/Staff Clarification:** The Board will then ask questions of the Applicant or staff, some of which may be based on the information provided by the Public during the Public Hearing. The Chairperson or President may invite the Applicant and staff to clarify any issues or questions raised during the Public Hearing related to the Applicant's presentation. Once all voices have been heard, the public hearing will be closed.

**RESOLUTION NO. 2023-96**

**A RESOLUTION OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A  
CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A CAR WASH WITH  
OUTDOOR VACUUM STATIONS FOR THE PROPERTY LOCATED AT 5133 DOUGLAS  
AVENUE, BON FITZGERALD, APPLICANT, ARZA LLC, OWNER**

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

**WHEREAS**, Bon Fitzgerald, Applicant, requested a conditional use permit to operate a car wash with outdoor vacuum stations for the property located at 5133 Douglas Avenue, ARZA LLC, Owner; Parcel ID No.: 104-04-23-20-103-120.

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

1. The proposed use is allowed by underlying zoning through the conditional use review process.
2. The proposed use is consistent with the 2035 Land Use Plan designating commercial use for the parcel.

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

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

**VILLAGE OF CALEDONIA**

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

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

# Exhibit A:

## Conditional Use Permit

### Conditions and Restrictions

#### 5133 Douglas Avenue

Applicant: Bon Fitzgerald  
Property Address(es): 5133 Douglas Avenue  
Parcel ID No.: 104-04-23-20-103-120

Approved by Plan Commission: August 28, 2023  
Approved by Village Board: \_\_\_\_\_

#### 1. LEGAL DESCRIPTION

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1475 RECORDED ON JUNE 29, 1990 IN VOLUME 4 OF CERTIFIED SURVEY MAPS, AT PAGE 549, AS DOCUMENT NO. 1314159, BEING A REDIVISION OF ALL OF LOT 1, AND PART OF LOT 2, CERTIFIED SURVEY MAP NO. 1446 RECORDED ON NOVEMBER 9, 1989, IN VOLUME 4 OF CERTIFIED SURVEY MAPS, AT PAGE 469, AS DOCUMENT NO. 1296776, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

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

- A. All requirements of the Village of Caledonia Municipal Code are in effect and apply to this conditional unless modified as set forth herein.
- B. The conditional use as set forth in the application, narrative, and site plans received July 25, 2023 are incorporated hereby by reference and shall be modified to comply with these conditions and restrictions.
- C. A precise detailed site plan for the area affected by the conditional use, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

##### 1) General Development Plan

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

##### 2) Landscape Plan

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

##### 3) Building Plan

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

##### 4) Lighting Plan

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

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

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

##### 6) Fire Protection

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

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed in the B-3, Highway Business zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code.
- B. Operation of a car wash business with eleven vacuum cleaning stations is permitted.
- C. Solid waste collection and recycling shall be the responsibility of the applicant.
- D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way.

4. PARKING AND ACCESS

Parking stall dimensions shall be in accordance with Title 16, Chapter 12 of the Municipal Code.

5. LIGHTING

Plans for new outdoor lighting shall be submitted for review and approval by the Electrical Inspector and/or Development Director in accordance with Title 16, Chapter 10, Section 4 of the Municipal Code. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway. Lighting on the vacuum booms will be turned off when the business is not open for business.

6. SETBACKS

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

|                     | Street<br>Setback | Rear<br>Setback | Side<br>Setback |
|---------------------|-------------------|-----------------|-----------------|
| Principal Structure | 40 ft             | 40 ft           | 10 ft           |
| Accessory Structure | 40 ft             | 10 ft           | 10 ft           |
| Parking             | 25 ft             | 10 ft           | 10 ft           |

7. TIME OF COMPLIANCE

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

8. OTHER REGULATIONS

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

**Exhibit A:**  
**Conditional Use Permit**  
**Conditions and Restrictions**  
**5133 Douglas Avenue**

9. **STORMWATER**  
The applicant must contact the Village of Caledonia Stormwater Utility District regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Public Services Director before permits are issued.
10. **FIRE DEPARTMENT APPROVAL**  
Applicant shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
11. **CALEDONIA SEWER AND WATER UTILITY DISTRICTS**  
Applicant must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required. The site is not located within the Caledonia Sewer and Water Service Area. Due to sanitary sewer and watermain not being available, a declaration of restrictive covenants document will need to be executed by the owner prior to any building permits being issued. All buildings shall connect to public sanitary sewer and water when available.
12. **SIGNAGE**  
The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Please contact Village Zoning staff for advertising sign regulations and permit procedures. Banners, balloons, flashing or animated signs are prohibited.
13. **NO ACCUMULATION OF REFUSE AND DEBRIS**  
Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
14. **PROPERTY MAINTENANCE REQUIRED**  
A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.
15. **PERFORMANCE STANDARDS**  
The applicant must comply with the provisions of Title 16, Chapter 10, Section 4 of the Municipal Code, as adopted by the Village of Caledonia and any conditions established by subsequent Conditional Use Approvals.
16. **ACCESS**  
The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
17. **COMPLIANCE WITH LAW**  
The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.

**Exhibit A:**  
**Conditional Use Permit**  
**Conditions and Restrictions**  
**5133 Douglas Avenue**

18. REIMBURSE VILLAGE COSTS

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

19. AMENDMENTS TO CONDITIONAL USE

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

20. BINDING EFFECT

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

21. VIOLATIONS & PENALTIES

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

22. REVOCATION

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

23. AGREEMENT

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

24. SUBSEQUENT OWNERS

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

**RESOLUTION NO. 2023-97**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO REDEVELOP A COMMERCIAL BUILDING TO OPERATE A CAR WASH WITH OUTDOOR VACUUM STATIONS FOR THE PROPERTY LOCATED AT 5133 DOUGLAS AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; BON FITZGERALD, APPLICANT, ARZA LLC, OWNERS**

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

**WHEREAS**, Bon Fitzgerald, Applicant, has requested approval of a site, building, and operations plan to redevelopment an existing commercial building for the operation of a car wash with outdoor vacuum stations for property located at 5133 Douglas Avenue, Parcel ID No. 104-04-23-20-103-120, Village of Caledonia, Racine County, WI; and,

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

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

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

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

**VILLAGE OF CALEDONIA**

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

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

**RESOLUTION NO. 2023-98**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AUTHORIZE  
THE PURCHASE AND INSTALLATION OF AUDIO/VISUAL EQUIPMENT FROM  
AVI SYSTEMS, INC. AS PART OF THE PUBLIC SAFETY BUILDING PROJECT.**

**WHEREAS**, the Village of Caledonia is constructing a new Public Safety Building.

**WHEREAS**, the Public Safety Building has dedicated a room to serve the Village, Police, and Fire Departments to conduct meetings and trainings and act as an Emergency Operations Center (EOC).

**WHEREAS**, the room will require audio-visual equipment to perform the above identified functions.

**WHEREAS**, staff has explored multiple vendors to provide and install this equipment and identified AVI Systems, Inc. as the preferred vendor.

**WHEREAS**, in addition to providing the lowest quote for the equipment and installation, the village obtained State of Wisconsin DOA contract pricing.

**WHEREAS**, the quoted price for the equipment and installation costs of the A/V equipment is \$90,823.81. This equipment includes a projector, screen, monitors, microphones, cameras, speakers, and associated hardware and software.

**WHEREAS**, the cost of \$90,823.81 will be allocated to the Public Safety Building Project and is available in the Owner-Supplied Equipment Budget.

**WHEREAS**, the Village Finance Committee has reviewed this request and recommends that the Village Board authorize a purchase and installation agreement for the audio/video equipment described above.

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Caledonia, Racine County, Wisconsin, do hereby authorize the purchase and installation of audio/video equipment in the new Public Safety Building from AVI Systems, Inc. for \$90,823.81 and the required funds shall be allocated to and spent from the Public Safety Building Project Owner-Supplied Equipment Budget.

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

VILLAGE OF CALEDONIA

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

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



# Retail Sales Agreement



**Proposal Number: 1202206**

Prepared For: Village of Caledonia

**Attn: Jason Hempel**

Prepared By: Phill Greenwood

Phone: 262-631-9390

Email: phill.greenwood@avisystems.com

**Proposal Date: August 29, 2023**

Village of Caledonia- New Fire Department Training Room  
- Projector Option

**Project:**

**Project Number:**

AVI Systems Inc.

3275 Intertech Drive, Suite 500, Brookfield, WI 53045

Phone: (262)207-1300

Fax: (262)207-1301

## INVOICE TO

Attn: Jason Hempel  
Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402

Phone: 262-835-4451

Email: ltjhempel@caledonia-wi.gov

Customer Number: VOC005

## SITE

Attn: Jason Hempel  
Village of Caledonia - Racine, WI Site  
5043 Chester Lane  
Racine, WI 53402

Phone: 262-835-4451

Email: ltjhempel@caledonia-wi.gov

## COMMENTS

## PRODUCTS AND SERVICES SUMMARY

|                     |                    |
|---------------------|--------------------|
| Equipment           | \$59,992.18        |
| Integration         | \$30,831.63        |
| PRO Support         | \$0.00             |
| Shipping & Handling | \$0.00             |
| <b>Grand Total</b>  | <b>\$90,823.81</b> |

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

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Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
PO Box 842607  
Kansas City, MO 64184-2607

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

## TAXES AND DELIVERY

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Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

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Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

## AGREED AND ACCEPTED BY

---

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**AVI Systems, Inc.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

## PRODUCTS AND SERVICES DETAIL

### PRODUCTS:

| <b>Model #</b> | <b>Mfg</b>     | <b>Description</b>  | <b>Qty</b> | <b>Price</b> | <b>Extended</b> |
|----------------|----------------|---|------------|--------------|-----------------|
| VPLFHZ85/W     | SONY           | Sony VPL-FHZ85 - 3LCD projector - 8000 lumens - 7300 lumens (color) - WUXGA (1920 x 1200) - 16:10 -     | 1          | \$6,211.76   | \$6,211.76      |
| SYSAUWP2       | CHIEF          | SYSAU PROJECTOR KIT W/ POWER - WHITE  | 1          | \$484.20     | \$484.20        |
| 70140L         | DA-LITE        | ADVANTAGE 189"D 100X160 MW  | 1          | \$2,630.60   | \$2,630.60      |
| FW75BZ40L      | SONY           | Sony Bravia Professional Displays FW-75BZ40L - 75" Diagonal Class BZ40L Series LED-backlit LCD displ    | 2          | \$2,822.40   | \$5,644.80      |
| TS525TU        | CHIEF          | THIN SWING ARM (LARGE)  | 2          | \$426.60     | \$853.20        |
| DUETD-2        | VISIONARY SOLU | PacketAV Duet 2 Decoder   | 1          | \$1,074.40   | \$1,074.40      |
| D4100          | VISIONARY SOLU | PacketAV D4100  | 2          | \$714.40     | \$1,428.80      |
| E-WP-H-WHITE   | VISIONARY SOLU | PacketAV Wall Plate Encoder HDMI Only   | 2          | \$1,170.40   | \$2,340.80      |
| E4100          | VISIONARY SOLU | Faceplate Color White<br>PacketAV E4100   | 1          | \$893.00     | \$893.00        |
| U22-160-DP     | HALL RESEARCH  | USB 2.0 over UTP Extender Decora Wall Plate with 2-Port Hub   | 2          | \$186.04     | \$372.08        |
| AM-3200-WF     | CRESTRON       | AirMedia Receiver 3200 with Wi-Fi Network Connectivity  | 1          | \$1,518.00   | \$1,518.00      |
| AM-TX3-100     | CRESTRON       | AirMedia Series 3 Connect Adaptor   | 1          | \$480.00     | \$480.00        |
| NC-12X80       | QSC            | 12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. In    | 2          | \$3,237.50   | \$6,475.00      |
| I/O-USB BRIDGE | QSC            | VIDEO,I/O-USB BRIDGE,12V,BK   | 2          | \$1,459.50   | \$2,919.00      |
| MX415/C        | SHURE          | 15 Shock-Mounted Gooseneck, Cardioid, includes surface mount Preamplifier                               | 1          | \$334.60     | \$334.60        |
| MXW2/SM58=-Z10 | SHURE          | HH TRANSMITTER WITH SM58  | 1          | \$597.80     | \$597.80        |
| MXW1/O=-Z10    | SHURE          | Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Inc    | 2          | \$611.80     | \$1,223.60      |
| WL185          | SHURE          | Lavalier Microphone, interchangeable capsule, cardioid, TA4F  | 2          | \$95.20      | \$190.40        |
| MXWAPT4=-Z10   | SHURE          | 4-CH ACCESS POINT TRANSCEIVER   | 1          | \$2,886.80   | \$2,886.80      |
| MXWNCS4        | SHURE          | 4-CH NETWORKED CHARGING STATION   | 1          | \$1,510.60   | \$1,510.60      |
| MP-A20V        | QSC            | 2 x 200W 1 RU Amplifier with FlexAmp technology, up to 400W per channel output pairs into 4, 8 ohm, 70v | 1          | \$794.50     | \$794.50        |
| AD-C6T-WH      | QSC            | 6.5" Two-way ceiling speaker, 70/100V transformer with 160 bypass, 140° conical DMT coverage            | 10         | \$185.50     | \$1,855.00      |
| TSC-101-G3     | QSC            | Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only                        | 1          | \$2,219.00   | \$2,219.00      |
| CORE 8 FLEX    | QSC            | Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan    | 1          | \$2,051.00   | \$2,051.00      |
| SLQUD-8N-P     | QSC            | Q-SYS Core 110 UCI Deployment Software License, Perpetual   | 1          | \$81.20      | \$81.20         |
| IP2CC-P        | GLOBAL CACHE   | ITACH TCP/IP-CONTACT CLOSE POE  | 1          | \$142.68     | \$142.68        |

|                 |                |  |   |            |            |
|-----------------|----------------|--|---|------------|------------|
| GSM4230P-100NAS | NETGEAR        | M4250-26G4F-POE+ MANAGED SWITCH  | 1 | \$1,112.00 | \$1,112.00 |
| CFR-8-20        | MIDDLE ATLANTI | 8SP,CABINET FRAME RK,20D   | 1 | \$342.00   | \$342.00   |
| 5-RS20          | MIDDLE ATLANTI | 20"SLIM5 BOT RUNNER SET  | 1 | \$37.62    | \$37.62    |
| CAB-COOL50      | MIDDLE ATLANTI | CABINET COOLER,50CFM   | 1 | \$226.29   | \$226.29   |
| PD-915R         | MIDDLE ATLANTI | 9OUT,15A,RCKMNT POWER CEN  | 1 | \$154.00   | \$154.00   |
| TSC-70-G3       | QSC            | Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only                        | 1 | \$1,333.50 | \$1,333.50 |
| TSC-710T-G3     | QSC            | Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3  | 1 | \$318.50   | \$318.50   |
| SLQBR-P         | QSC            | Q-SYS AV Bridging software license for use with Q-SYS Peripherals. Perpetual.                        | 1 | \$469.00   | \$469.00   |
| DUETE-2         | VISIONARY SOLU | PacketAV Duet 2 Encoder  | 1 | \$1,074.40 | \$1,074.40 |
| QIO-ML2X2       | QSC            | Q-SYS peripheral providing 2 mic/line inputs and 2 line outputs. 1U, 1/4 width and powered over Ethe | 1 | \$479.50   | \$479.50   |
| OFE             | OWNER          | Podium w/ 1" Grommet for cable passthrough   | 1 | \$0.00     | \$0.00     |
| TT-8621Q        | NEWLINE        | 860Q 4K LED 4K Multi-Touch Display w/ USB Type-C   | 1 | \$5,123.75 | \$5,123.75 |
| EPR8A64000-000  | NEWLINE        | On-Board Computer (4K) - i7, 8G RAM, 256GB SSD   | 1 | \$1,439.20 | \$1,439.20 |
| PFC2000B        | CHIEF          | 4' - 6' LFP MOBILE CART  | 1 | \$635.40   | \$635.40   |
| CSMP9X12        | CHIEF          | PROX,MOUNT PLATE,9X12  | 1 | \$34.20    | \$34.20    |

#### Professional Services

Engineering & Drawings  
Project Management  
Programming  
Cable Placement  
In Shop Fabrication  
On Site Integration  
Testing & Acceptance  
Training  
Travel  
Integration Cables & Connectors  
Travel Expense

**Sub-Total: Professional Services** **\$30,831.63**

**Sub-Total:** **\$59,992.18**

**Total:** **\$90,823.81**

### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

- A. SUMMARY:** The Village of Caledonia Fire Department will have a new Training Room, which will be shared by the PD and Village Board.

#### **CUSTOMER PROJECT OWNER**

- Lt. Jason Hempel

#### **CUSTOMER RESPONSIBILITIES:**

- Provide site access during standard business hours (Monday-Friday, 7:00AM-6:00PM) as well as concurrent access to all spaces defined in this RSA.
- Provide on premises parking at no expense for the duration of the project.
- Provide electrical services as detailed below per room and device.
- Provide network connectivity, potentially Power over Ethernet, as outlined below and detailed in the project deliverables.
- Provide low voltage infrastructure wiring as detailed below per room and device.
- Provide cooling capabilities as detailed below per the Equipment Location requirements.
- Provide access to waste disposal (i.e. e-waste, dumpster, recycling, etc.) on-site for all product packaging and material.

#### **CUSTOMER SITE REQUIREMENTS:** All on-site employees will:

- Not wear ID Badges while on-site.
- Not be escorted by a customer representative while on-site.
- complete 0 hours of Safety Training prior to initiation of on-site activities.

At the customer's request AVI Systems will not be required to comply with any/all Americans with Disabilities Act (ADA) rules and regulations unless otherwise specified in this RSA.

Project initiation and completion dates are based on date of PO receipt. Material lead times, non-expedited, are typically 4-12 weeks, labor subsequently scheduled based on verified arrival date of all material.

### **B. SYSTEM DESCRIPTION:**

#### **Training Room**

Functionality Description: The Training Room AV system will have a large presentation display on the front wall,, displays mounted above the side entry doors, both sides of the room, on articulating mounts, a wired lectern microphone, a wireless handheld and lavalier microphone, to cameras (presenter and audience), in room speakers, a BYOD video conference connection, and an annotation display on a cart.

#### Displays:

##### Projector

- Video characteristics configured to; WUXGA(1920x1200), a 16:10 aspect ratio.
- The projectors brightness of 8000 lumens, 65 fL on the specified screen size, allows for high ambient lighting levels. Excessive ambient light will wash out the image and require mitigation by the customer.
- External video scaling is provided to support the display of all video characteristics outlined in this Scope Of Work and output this devices defined video characteristics. Scaling of video between aspect ratios may result in blank (i.e. black) areas.
- Planned installation location is on a ceiling mount, within 18'-7" to 29'-9" of the screen installation location. Area between the projector and screen must be free of obstructions. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Installation requires** the ceiling tiles shown on the reflected ceiling plan as 2'x8' drop/suspended ceiling grid openings will be cut/modified/adjusted by the ceiling contractor or other at the planned installation location(s). Custom ceilings or specialized drop-tile, e.g. concealed edge, requiring customizing installation will result in a Change Order
- **Customer to** provide (qty. 1) 120VAC 15A duplex outlet(s) using a technical (isolated) ground scheme at the planned installation location. Ceiling mount with duplex outlet included as part of the equipment list of this RSA.

#### Projector Screen

- Screen size of 189" provides seated viewers basic decision making up to 50' (assuming 3% element height).
- Planned installation location is on the east wall and mounted recessed in the ceiling. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Customer to** provide (qty. 1) 120VAC 15A J-Box using a technical (isolated) ground scheme at the planned installation location. Customer resource will also connect power to the screen after installation.

#### Side Display(s) – qty. 2

- Configured to provide 4K(3140x2160) video.
- Screen size of 75" provides seated viewers basic decision making up to 19' (assuming 3% element height).
- External video scaling is provided to support the display of all video characteristics outlined in this Scope Of Work and output this devices defined video characteristics. Scaling of video between aspect ratios may result in blank (i.e. black) areas.
- Planned installation location is at the front of the room on an articulating mount. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Customer to** provide (qty. 1) 120VAC 15A duplex outlet(s) using a technical (isolated) ground scheme at the planned installation location.

#### Annotation Display – 20-Point Touch

- Configured to provide 4K(3140x2160) video.
- Screen size of 85" provides seated viewers basic decision making up to 21' (assuming 3% element height).
- External video scaling is provided to support the display of all video characteristics outlined in this Scope Of Work and output this devices defined video characteristics. Scaling of video between aspect ratios may result in blank (i.e. black) areas.
- Planned installation location is on a cart. The Display will have a HDMI input for local use as well as an HDMI output cable that can be plugged into the HDMI Wall Input Plates in the room. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Customer to** provide (qty. 1) 120VAC 15A duplex outlet(s) using a technical (isolated) ground scheme at the planned installation location.
- **Customer to** configure and test device OPS compute device with any necessary licenses or software applications. AVI Systems to verify power and audio/video signal prior to customer handoff.

#### Source Devices:

##### Laptop– HDMI (qty. 3)

- Video infrastructure to be configured to request; 16x10 resolutions at a refresh rate of 60Hz and 2-channel audio.
- Planned installation location is on-wall on the north and south walls toward the front of the room and at the podium (requires 1-gang box for wall locations and 1" grommet at the OFE podium). Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).

##### Laptop – Wireless (qty. 1)

- Includes 1 optional USB-C device for connection.
- Video infrastructure to be configured to request; 16:10 resolutions at a refresh rate of 60Hz and 2-channel audio.
- AVI to configure network settings per customer guidance, customer to configure any/all other options as desired and test device using customer device and app. AVI Systems to verify network connectivity and video signal prior to customer handoff.
- Planned installation location is in the equipment rack.
- **Customer to** provide (qty. 1) network (PoE requirements defined as part of project deliverables) connection at the planned installation location.
- **Customer to** configure and test device. AVI Systems to verify power and audio/video signal prior to customer handoff.

#### Audio:

- The audio system (speakers and microphones) has been designed assuming an ambient noise level of a speech (65-75dB). Levels outside of this range, even intermittent, may cause a diminished experience and require mitigation by the customer.



## Speakers

- Speaker system is designed to provide a speech audio level of 70-85 dB SPL and a program audio level of 70-85 dB SPL which is 10 dB above the planned ambient noise level.
- Planned installation location(s) are in the ceiling which is designed for coverage of the seated area so that all listeners maintain the same (~ +/- 3dB) listening experience. Ceiling obstructions and hanging obstacles may cause degradation in audio quality and level. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).

## Microphone – Handheld

- The provided Handheld microphone(s) are designed for Individual Pickup with optimal performance, based on manufacturer specifications, up to 1.5 feet. Microphone pickup beyond this range will provide lower speech intelligibility and quality.
- The audio system is designed to provide voice lift, i.e. amplify speakers voice through local speakers, when using the handheld microphone(s). Best practice dictates that microphones are no more than 2.0 feet from the talker's mouth. Time has been allocated for additional tuning of these microphone(s) to ensure optimal, feedback free, performance. All other microphones, unless otherwise specified, are designed to be used for voice pickup only.
- The provided wireless microphones, including associated Wireless Gateway, has a manufacturer specified indoor range of up to 300 feet. Wireless gateway installation location and/or re-location as well as site RF conditions may affect operating range.
- The planned installation location of the Wireless Gateway is on the ceiling. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- Planned installation location of the provided charging base is at the credenza. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).

## Microphone – Lavalier (qty. 2)

- The provided Lavalier microphone(s) are designed for Individual Pickup with optimal performance, based on manufacturer specifications, up to 1.5 feet. Microphone pickup beyond this range will provide lower speech intelligibility and quality.
- The audio system is designed to provide voice lift, i.e. amplify speakers voice through local speakers, when using the lavalier microphone(s). Best practice dictates that microphones are no more than 2.0 feet from the talker's mouth. Time has been allocated for additional tuning of these microphone(s) to ensure optimal, feedback free, performance. All other microphones, unless otherwise specified, are designed to be used for voice pickup only.
- The provided wireless microphones, including associated Wireless Gateway, has a manufacturer specified indoor range of up to 300 feet. Wireless gateway installation location and/or re-location as well as site RF conditions may affect operating range.
- The planned installation location of the Wireless Gateway is on the ceiling. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- Planned installation location of the provided charging base is at the credenza. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).

## Microphone – Wired Gooseneck (at the podium)

- The provided Gooseneck microphone(s) are designed for Individual Pickup with optimal performance, based on manufacturer specifications, up to 1.5 feet. Microphone pickup beyond this range will provide lower speech intelligibility and quality.
- The audio system is designed to provide voice lift, i.e. amplify speakers voice through local speakers, when using the lavalier microphone(s). Best practice dictates that microphones are no more than 2.0 feet from the talker's mouth. Time has been allocated for additional tuning of these microphone(s) to ensure optimal, feedback free, performance. All other microphones, unless otherwise specified, are designed to be used for voice pickup only.

## Conferencing:

### Camera - qty. 2

- Configured to provide HD(1920x1080) /4K(3140x2160) video via HDMI/USB.
- Pan-Tilt-Zoom (PTZ)– Pan: ±170° Tilt: +90° / -30° and 12x Zoom to view objects or persons 5' – 35' away.
- Planned installation location is on a at the front of the room on a wall mount and at the back of the room on a wall mount. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Customer to** provide a 1-gang US electrical box at the planned installation location.
- **Customer to** provide (qty. 1) network (PoE requirements defined as part of project deliverables) connection at the planned installation location.

#### Software Conferencing – Customer PC

- The planned USB (Type A) connection location of the owner furnished conferencing PC is next to the two HDMI plates at the North and South walls and at the podium. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Customer to** provide conferencing PC requires at least; (qty. 1) USB 3.0 port(s), (qty. 1) HDMI output(s).
- **Customer to** provide any/all conferencing software and associated licensing. Customer is responsible for ensuring that conferencing PC meets any/all performance requirements of their conferencing platform of choice.
- **Customer to** configure and test device. AVI Systems to verify audio/video signal prior to customer handoff

#### Controls:

##### 10" Touch Screen (wired) Control Interface

- User Interface is provided to perform all features as outlined under Software Features and Functional Attributes.
- Planned installation location of the device is on the wall next to the door on the south side of the room, it will be mounted to the wall. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Customer to** provide a 2-gang US electrical box at the planned installation location.

##### 7" Touch Screen (wired) Control Interface

- User Interface is provided to perform all features as outlined under Software Features and Functional Attributes.
- Planned installation location of the device is on the wall next to the door on the south side of the room, it will be mounted to the wall. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Customer to** provide a 2-gang US electrical box at the planned installation location.

#### Software Features and Functional Attributes: Control Panel (the same for both touch panels but scaled to fit)

- An AVI Systems custom Graphical User Interface (GUI) is included. This GUI will be adjusted as needed based on the sub-systems available and Software Features and Functional Attributes defined below. Customer adjustments of the GUI are provided for, customization unless otherwise specified is not included as part of this RSA.
- Features and functions provided as part of this RSA:
  - System Power On/Off
  - Source Selection
  - Volume Up/Down/Mute
  - Camera Control
    - Pan-Tilt-Zoom
  - Manual Camera Selection

#### Equipment Location:

A in-cabinet Equipment Rack is provided for housing of AV system infrastructure equipment.

- The planned installation location of the equipment rack is XXX and will require Length" x Width" x Height" of open space. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- **Customer to** provide (qty. 1) 120VAC 15A duplex outlets using a technical (isolated) ground scheme at the planned installation location.
- **Customer to** provide (qty. 1) network (PoE requirements defined as part of project deliverables) connection at the planned installation location.
- **Customer to** install an AVI Systems provided cabinet fan at the planned the planned installation location to maintain manufacturer recommended operating temperature range. Failure to do so may void manufacturer warranty.
- **Customer to** provide direct conduit pathways from the planned equipment rack location to location(s); all ceiling, wall, and floorbox locations (for the podium) where supporting AV equipment is installed.

#### Meeting Cadence:

- Time has been included for one, remote, 1-hour project initiation meeting between AVI Systems Project Manager and the Customer project team. This meeting is intended to identify final AVI Systems installed equipment locations as well as Customer Requirements planning.



## Staging

### Standard

- All devices provided by AVI systems will be unboxed and installed in an Equipment Rack (or equivalent) if applicable.
- All new devices provided AVI Systems will be updated to the most current version of firmware.
- Basic device configuration will be performed prior to arrival onsite.
- Device ID's, Hostnames, and IP Address information will be updated and/or recorded on a Staging Workbook.

### Project Provisions:

#### **C. EXCLUSIONS:** The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

#### **D. Construction Considerations:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

#### **E. NOTICE: This Scope of Work is delivered on the basis of the following Assumptions:**

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).

- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

## **F. Integration Project Management Processes**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Project Welcome Notice – emailed upon Project Manager assignment
- Project Kick-Off meeting with Customer Representative(s) – one remote, up to, 60-minute meeting
- Project Status reviews – as determined by the Project Manager
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

## **G. Knowledge Transfer (Training)**

### Orientation Training Session(s)

Time has been included for one 30-minute independent session(s), on-site Orientation Training per System Type between an AVI Systems Project Member, and the Customer Project Sponsor and, optionally, end-users. Trainings by room(s) or room type(s) include the following:

- System Type 1: Training Room

Orientation Training is geared specifically towards the end-users. The purpose of this knowledge transfer is to provide them with the necessary knowledge to operate all common aspects of the AV system confidently and comfortably. AVI Systems standardized training material will cover:

- User facing equipment (e.g. touchscreen, camera) overview
- Systems common operation and functions
- Annotation Display
- Discussion of documentation relating to system operation
- Who to call when help is required

### Operation Documentation: Quick Start Guide(s)

Operation documentation included is an AVI Systems standardized one-page Quick Start Guide per System Type. An electronic version of the documentation will be provided to the customer following project completion. Documentation by room(s) or room type(s) include the following:

- System Type 1: Training Room

## **H. AVI Systems Integration Services Responsibilities**

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

## **I. Customer Integration Services Responsibilities**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

## **ENGINEERING SERVICES TO BE PROVIDED**

Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for a complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- System operational and post operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement

**RESOLUTION NO. 2023-99**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
TO APPROVE CERTIFIED SURVEY MAP # \_\_\_\_\_; – PARCEL ID 104-04-22-23-010-000 -  
LOCATED IN THE NW ¼ AND NE ¼ OF SECTION 23, T4N, R22E, VILLAGE OF  
CALEDONIA, RACINE COUNTY, WI –  
OWNER & APPLICANT – ROBERT & NICOLE JOSSART**

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

**WHEREAS**, the applicant has submitted a Certified Survey Map (CSM) to the Village for consideration. The proposed CSM would create 2 lots from existing Parcel 104-04-22-23-010-000; and

**WHEREAS**, the Village Engineer's Memo dated August 23, 2023, attached hereto as **Exhibit A**, recommended conditional approval subject to 18 conditions; and

**WHEREAS**, on August 28, 2023, the Village Plan Commission recommended conditional approval of the CSM in accordance with the Village Engineer's memo (**Exhibit A**) subject to the conditions outlined therein; and

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

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

**VILLAGE OF CALEDONIA**


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

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

# MEMORANDUM

Date: August 23, 2023

To: Plan Commission  
Village Board

From: Ryan Schmidt, P.E.  
Village Engineer 

Re: **Certified Survey Map – 6929 5 Mile Road**  
Parcel ID 51-104-04-22-23-010-000  
NW ¼ of the NE ¼ of Section 23, T4N, R22E,  
6929 5 Mile Road, Village of Caledonia, Racine County, WI  
Applicant and Owner - Robert & Nicole Jossart

---

The Engineering Department has received a Certified Survey Map (CSM) from Robert & Nicole Jossart (Owners). The CSM is for the property located at 6929 5 Mile Road in the Village of Caledonia. The existing property is approximately 20.21 acres in size. There is 662.41 feet of frontage along 5 Mile Road. The existing parcel contains only farmland with a drainage channel cutting through the property. The Concept CSM was approved at the Plan Commission on May 22, 2023.

The CSM is for the creation of 2 lots; one 9.72 acre lot and one 9.73 acre lot. The primary access will be off 5 Mile Road which is a primary thoroughfare (arterial) and therefore, one shared driveway access. A basic site distance study will be required to ensure safe access to the property and safety of the traveling public along 5 Mile Road. A cross access and maintenance agreement will be required by the property owners and called out on the Final CSM.

The property is located outside of the Sanitary Sewer & Water Service Area. Both lots will require a Private Onsite Wastewater Treatment System and Well for services. Soil tests have been shown and shall be provided to the Village before recording. The drainage of the CSM, according to the Master Drainage Plan, shows the primary watershed (R-98-2) with a channel cutting through the lot as shown. A 35' wide Drainage Easement is required on the lots over the primary drainage channel as laid out on the Master Drainage Plan and shown on the CSM. A separate Drainage Easement exhibit for this will be required to be submitted to the Village.

The property currently has an R-2 Zoning Classification with a C-1 Resource Conservation in the Southwest Corner of the Lot. R-2 Zoning in an unsewered district requires 150 feet of frontage and a 5-acre minimum lot size. The R-2 Zoning contains 50' street and rear yard setbacks along with 15' side yard setbacks. These have been listed and shown graphically on the CSM. The CSM meets and/or exceeds these zoning requirements.

The Village's 2035 Land Use Plan shows that the recommend use for the land as Agricultural, Rural Residential and Open Land. All Lots on the CSM will meet the Zoning and Comprehensive Land Use Plan requirements.

Storm Water Management thresholds are not expected to be met for the newly created parcels. If the thresholds are met or exceeded during the planning process for the building of a home, the owner will be required to submit an individual site grading plan and SWMP. Individual site grading plans will still need to be supplied with each new home. A wetland delineation has been shown and shall be provided to the Village.

The Road Right-of-Way contains trees and a minor swale that eventually drains through the proposed Lot 1 towards the drainage channel. The Owner/Developer shall be required to remove the trees in the right-of-way, remove the existing farm access, and provide an improved roadside ditch with the site grading plan submitted with a new home build on each lot. Additional easements may be required to get the roadside ditch to drain along the west side of Lot 1 and shall be executed upon submittal of the development of Lot 1.

With this submittal there is 1 Waiver/Modification request that needs to be considered/reviewed on behalf of the CSM. This Wavier/Modifications is for:

1. Approving a lot that exceeds the 2.5:1 length to width ratio.

Waiver/Modification Request #1 will directly affect both parcels as the existing lot is 662.41 feet long by 1,290.43 feet wide. To properly divide the land, each parcel will be 331' x 1,290' which will require the modification waiver. This waiver was approved on May 22 with the Concept CSM.

If the Plan Commission **is willing** to support the CSM the following motion is recommended.

**Move to approve the CSM subject to the following:**

- 1. The Owner agrees to execute any and all agreements and make the necessary deposits for the approval of the CSM.**
- 2. The Final CSM is subject to the Land Division per Lot fee.**
- 3. The approval of Waiver/Modification Request #1.**
- 4. A correction is made to the legal description to include the "Northwest ¼" of the Northeast ¼ at all locations on the Final CSM.**
- 5. A correction is made to the legal description and CSM to eliminate the word "West" Five Mile Road. This should be corrected to just "Five Mile Road".**
- 6. A correction is made to the angle in either the legal description or the graphical representation of the bearing and distance of the south lot line. They do not match.**
- 7. A correction is made to include the dedication of the additional 12' of Road Right-of-Way for public road purposes in the legal description of the Final CSM.**
- 8. A correction is made to modify to the survey datum from NAD 27 to NAD83.**
- 9. The Owner shall monument the new property corners prior to the issuance of any building permits.**
- 10. The Owner provides a separate exhibit for the 35' storm water drainage easement over the drainage channel.**
- 11. The Owner provides the soil boring report and wetland delineation report to the Village.**
- 12. The Owner shows and executes a cross access and maintenance agreement for the shared driveway. This shall be called out on the Final CSM.**

- 13. A site distance study is performed by a P.E. and submitted to the Village with the Building Permits for the site based on the location of the proposed access to each lot.**
- 14. The CSM must conform to all Ordinances in Titles 9, 14, & 18 as necessary.**
- 15. If Storm Water thresholds are met for either lot, an individual Site Grading and Drainage Plan and Storm Water Management Plan will need to be reviewed and approved by the Village. A note shall be placed on the Final CSM. Individual site grading plans are still required for each individual building permit.**
- 16. An engineered design shall be provided for any culverts placed within the drainage channel to ensure appropriate sizing.**
- 17. The Right-of-Way shall be improved by the removal of trees, removal of the existing farm access, reshaping of the roadside ditch, and acquisition of additional easements to get the roadside drainage along Lot 1 upon issuance of Building Permits.**
- 18. The Final CSM is submitted and recorded within 1 year of approval by the Village Board.**



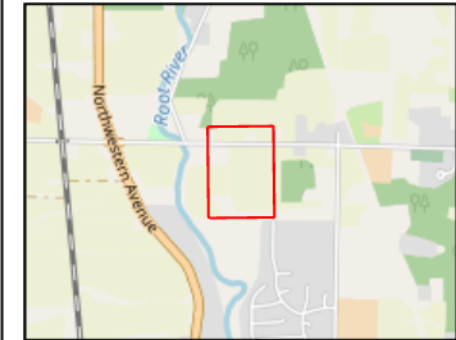


# 6929 5 MILE ROAD

0 200 400 800 Feet







- Study Area (20.20 ac)
  - Racine Co 2' Contours
  - Field Delineated Wetlands (0.28 ac)
- Sample Points**
- Upland
  - Wetland



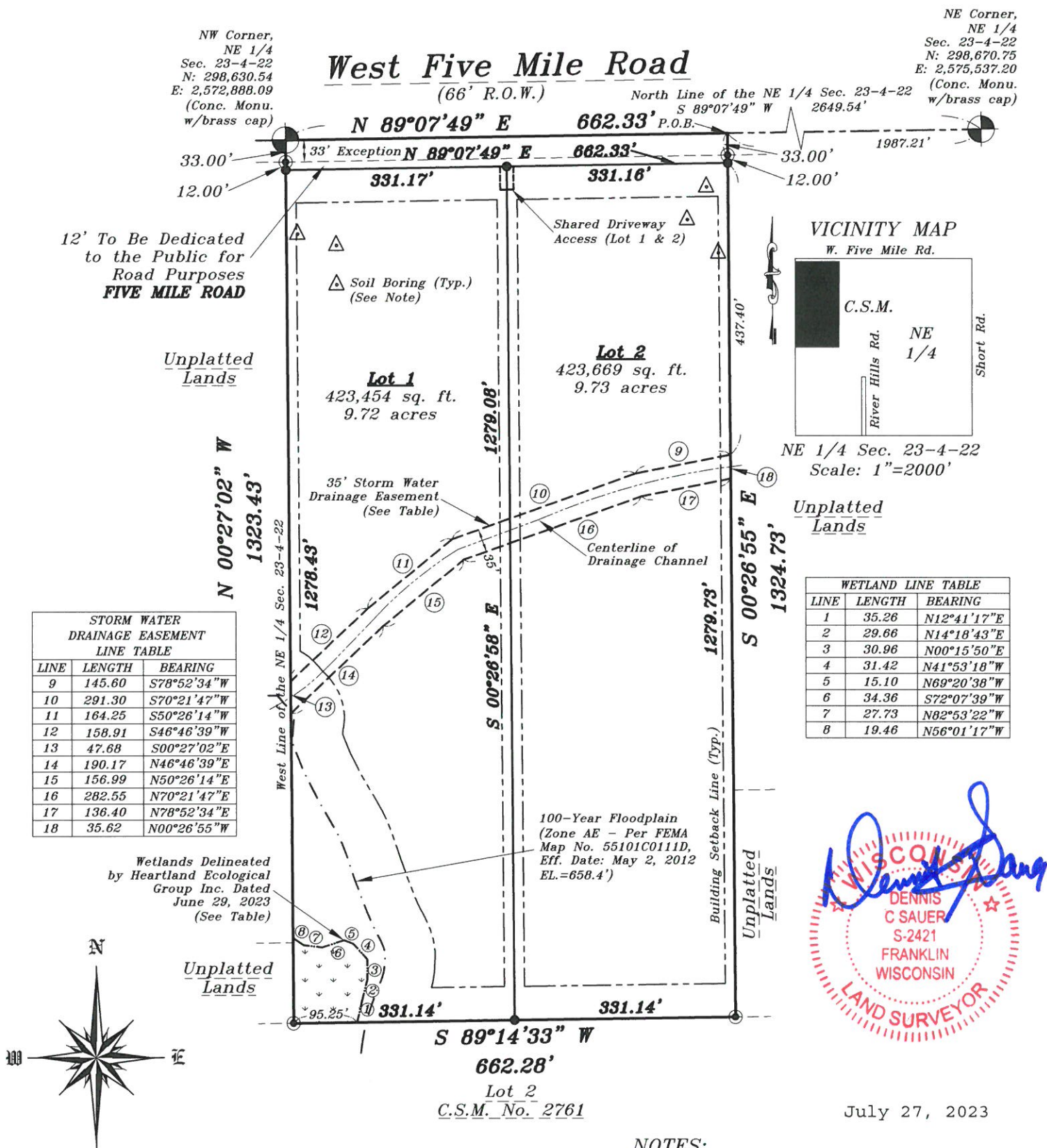
**Heartland**  
ECOLOGICAL GROUP INC

**Figure 7. Field Delineated Wetlands**  
5 Mile Rd. Property  
Project #20231010  
T4N, R22E, S23  
V Caledonia, Racine Co

2022 NAIP  
Racine Co, HEG  
LRR: MW  
Figure Created: 6/29/2023



Being a redivision of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin.



Prepared for:  
Robert & Nicole Jossart  
6929 S. Five Mile Road  
Racine, WI 53402

Prepared by:  
Dennis C. Sauer R.L.S-2421  
Metropolitan Survey Service, Inc.  
8482 S. 76th St.  
Franklin, WI 53132  
(414) 529-5380

1 inch = 200 ft. of

*NOTES:*

- Denotes iron pipe found and accepted.
- Denotes 1" x 24" iron pipe set, weighing 1.13lbs/lin. ft. min.
- ▲ Denotes soil boring test conducted by Billingsley Engineering LLC, dated June 5, 2023.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD27), with the North line of the NE 1/4 of Section 23, T4N, R22E having an assumed bearing of S 89°07'49" W.

Sheet 1 of 3

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

Being a redivision of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
MILWAUKEE COUNTY ) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify that:

I have surveyed, divided and mapped a redivision of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin, bounded and described as follows:

Commencing at the Northeast 1/4 corner of said 1/4 Section; thence S 89°07'49" W along the North line of said 1/4 Section and the centerline of West Five Mile Road, 1987.21 feet to the point of beginning of the lands to be described; thence S 00°26'55" E, 1324.73 feet; thence S 89°14'32" W, 662.28 feet to a point on the West line of said 1/4 Section; thence N 00°27'02" W along the West line of said 1/4 Section, 1323.43 feet to a point on the North line of said 1/4 Section and the centerline of West Five Mile Road; thence N 89°07'49" E along said North line of said 1/4 Section, 662.33 to the point of beginning. Excepting the Northerly 33.00 feet for public road purposes.

Contains 876,928 square feet or 20.131 acres including road dedication.

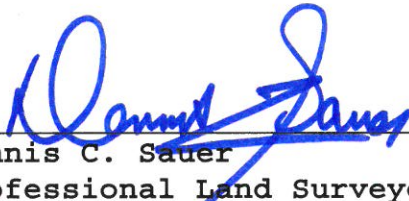
That I have made such survey, land division and map by the direction of Robert and Nicole Jossart, husband and wife, owners of said land.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the regulations of the Village of Caledonia in surveying, dividing and mapping the same.

July 27, 2023  
Date



  
Dennis C. Sauer  
Professional Land Surveyor P.L.S. 2421



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

Being a redivision of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin.

OWNER'S CERTIFICATE

Robert Jossart and Nicole Jossart, husband and wife, as owners, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter 236.34 of the Wisconsin State Statutes and the regulations of the Village of Caledonia.

WITNESS the hand and seal of said owners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Robert Jossart, Owner

\_\_\_\_\_  
Nicole Jossart, Owner

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

PERSONALLY came before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_, Robert Jossart and Nicole Jossart, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public-State of Wisconsin  
My Commission Expires \_\_\_\_\_

VILLAGE BOARD OF CALEDONIA APPROVAL

This land division is hereby approved by the Village Board of Caledonia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Joslyn M. Hoeffert, Clerk  
Village of Caledonia



July 27, 2023

THIS INSTRUMENT WAS DRAFTED BY:  
Dennis C. Sauer, P.L.S. 2421

**RESOLUTION NO. 2023-100**  
**(9/12/2023)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO  
APPROVE A SETTLEMENT AGREEMENT WITH DARLENE DAINES FOR THE 4 MILE  
ROAD WATERMAIN AND SEWER ASSESSMENT**

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

**WHEREAS**, the Owner, Darlene Daines is the owner of property along 4 Mile Road, more specifically 13010 4 Mile Road.

**WHEREAS**, the Owner, Darlene Daines has been Special Assessed for the installation of Watermain and Sanitary Sewer along 4 Mile Road, in which the property received a benefit.

**WHEREAS**, the Village has agreed to a Settlement Agreement with several property owners along 4 Mile Road as a result of Racine County Case No. 2022-CV-520 and the Village Board has determined that the Settlement Agreement terms shall be offered to the remaining properties along 4 Mile Road that were special assessed for watermain and sanitary sewer which were not part of the case.

**WHEREAS**, the Owner, Darlene Daines has agreed and executed a Settlement Agreement with the same terms for the property located at 13010 4 Mile Road.

**WHEREAS**, the Caledonia Utility District has moved to authorize the Utility District President to execute the Settlement Agreement at the September 6, 2023 Utility District Meeting.

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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Settlement Agreement between the Village of Caledonia and Darlene Daines as set forth in **Exhibit A** attached hereto and incorporated herein (the "Watermain and Sewer Assessment Settlement Agreement"), is hereby authorized, and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Settlement Agreement.

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

**VILLAGE OF CALEDONIA**

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

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

**WATERMAIN AND SEWER ASSESSMENT**  
**SETTLEMENT AGREEMENT**

The parties to this Settlement Agreement are Darlene Daines (“OWNER” as used herein) and the Village of Caledonia (“VILLAGE” as used herein), which may collectively referred to as “parties” herein. The parties have agreed to settle and resolve all issues on the provisions listed below.

1. The VILLAGE shall cancel the special assessments against the property of the OWNER as individually described in **Exhibit A** (“Property”), annexed hereto and incorporated by reference, for both water and sewer, in the respective amounts referenced in **Exhibit A**.

2. OWNER shall not be required to connect their Property to either the sewer or water systems of the VILLAGE unless:

a. The parcel, upon which the Building is located, is rezoned or a conditional use permit is granted;

b. The parcel, upon which the Building is located, is divided pursuant to Title 14 of the Code of Ordinances for the Village of Caledonia;

c. A well serving the existing Building fails (a pump failure is not considered a well failure) or must be abandoned; or

d. The private onsite wastewater treatment system serving the Property needs to be replaced or if a change in use requires modification or abandonment, or if the system fails.

3. OWNER may not connect the Property to either the sewer and water systems of the VILLAGE, except upon compliance of the following:

a. Connection of any OWNER’S Property to the water system of the VILLAGE, may be made in 2022 or any year thereafter. Should OWNER seek to make such a connection in 2022 and before 2041, payment shall be made pursuant to Resolution 2021-56, Amended Special Assessment Report pages 10-11, paragraph 14, in addition to any applicable impact or connection fees, which is attached hereto as **Exhibit B**. OWNER currently owes \$33,257.42.

b. Connection of any OWNER’S Property to the sewer system of the VILLAGE, may be made in 2022 or any year thereafter. Should OWNER seek to make such a connection in 2022 and before 2041, payment shall be made pursuant to Resolution 2021-56, Amended Special Assessment Report pages 27-28, paragraph 14, in addition to any applicable connection fees, which is attached hereto as **Exhibit C**. OWNER currently owes \$ 108,330.05.

c. Connection of OWNER’S Property to either the water or sewer systems in 2041 or thereafter will require payment in full of the amounts set forth above.

d. The provisions of this Agreement are covenants that run with the land and shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, and assigns.

4. This Settlement Agreement may be executed in one or multiple counterparts, each constituting an original, but all of which together shall constitute the complete Settlement Agreement.

This Settlement Agreement shall become effective when signed by the OWNER and by authorized representative(s) of the VILLAGE. It may be recorded in the office of the Register of Deeds for Racine County.

**[Signature Pages to Follow]**

Dated: 9/1/2023

Darlene Daines  
Darlene Daines

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

\_\_\_\_\_  
Thomas Weatherston  
Village President

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

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

Caledonia Sewer and Water Utility District

Dated: 9-6-23

Howard Stacey  
By: Howard Stacey  
President



## **EXHIBIT A**

1. OWNER – property located at 13010 4 Mile Road, Franksville, WI 53126; Tax No: 51-104-04-22-19-071-000
2. Total assessment \$141,587.47 (\$108,330.05 for sewer and \$33,257.42 for water).

## **EXHIBIT B**

- 4) A conveyance made through an eminent domain proceeding, and/or a voluntary transfer made as a negotiated transaction as a part of the said eminent domain proceeding.
  - b) A land division of the property, whether through a plat, certified survey map, or any other procedure that creates a new and/or an additional parcel(s) of land from the benefitted property.
  - c) Any development activity, of any kind, on the property for, or related to, residential, commercial, industrial, institutional, or any other non-agricultural purpose. Exceptions to this particular Trigger Event, however, shall be (i) agricultural activities, including the construction of agricultural buildings and/or any other agricultural structures, related to the growing of crops or other agricultural activities on the benefitted property; (ii) and/or a modification(s) to an existing single-family residence (in existence as May 6, 2019), and listed in Exhibit 2), or construction of, or modification(s) to, a related accessory structure for the said existing single-family residence.
  - d) The connection of the benefitted property to the water main and/or to a water service that is being constructed in this Project.
13. As of the date of May 6, 2019, all of the benefitted properties described in attached Exhibit 3 have been improved with a single-family residence (the “Presently-Improved Properties”) except for parcels #2 and #17, which are vacant lands. In the event that a Presently-Improved Property (listed on attached Exhibit 3) elects to connect to the Water main/Water Service within the next Twenty (20) Year time period that commences on July 1, 2020, then the property owner shall have the option to pay the special assessment levied on the said Presently-Improved Property in one of the ways described in below Paragraph 14. At such time(s) a benefitted vacant parcel of land experiences a trigger event, as defined in above Paragraph 12, that property owner(s) shall also have the option to pay the special assessment levied on that owner’s property in one of the ways described in below Paragraph 14.
14. A property owner of a Presently-Improved Property (and an owner of a vacant parcel, at the time of the occurrence of a Trigger Event, as described in above Paragraph 12), as described in above Paragraph 13, upon actual and operational connection of the Presently-Improved Property within Twenty (20) Years after the date of July 1, 2020, to the Water main/Water Service, may pay the special assessment on the said Presently-Improved Property in one of the following ways:
- a) Within Sixty (60) Days after the date of the connection of the Presently-Improved Property to the Water main/Water Service, pay the entire amount of the special assessment, without interest, to the District/Village.
  - b) Pay the special assessment on the Presently-Improved Property in equal annual installments on the tax roll of the said property, plus interest accruing on the said special assessment at the rate of Three and One-Half Percent (3½ %) per annum amortized over 20 years from the date of connection until paid in full. The first year on the tax roll shall be (i) the year the connection was made, if the said connection is made on or before October 1 of that year, and (ii) if the connection is made after the date of October 1 of a given year (in, or after, 2020), then on the tax year that next follows the year of connection. (By way of example, if a connection is made on the date of July 1, 2020, then the payment

of the special assessment may be placed on the tax roll of the Presently-Improved Property for the tax years 2020 through 2039, or in 20 equal annual installment payments. If the connection is made on October 30, 2020; however, then the 20 year payment plan would begin in 2021 and run through 2040. Essentially, there is no adjustment to the 20 year payment plan for the next 20 years. Any property owner who connects to the water prior to June 30, 2040, will have the option of a 20 year special assessment payment plan. Any property owner who connects after June 30, 2040 will not be eligible for the 20 year payment plan and be subject to the payment terms in Paragraph 15 below.

- c) If the special assessment on the Presently-Improved Property is placed on the tax roll of the property as described in above Subparagraph (b), the property owner may at any time pay the entire then-remaining balance of the special assessment, plus accrued interest, to the District/Village.
15. If the property owner of a Presently-Improved Property (as described above in Paragraph 13) does not actually connect to the Water main/Water Service during the 20-year period described above, then the option to pay the special assessment as described in above Paragraph 13 and Subparagraph 14(b) shall automatically become null and void. The provisions contained in above Subparagraph 14(a) shall then exclusively control. The 20-year payment plan, described in above Subparagraph 14(b), for a benefitted vacant parcel which experiences a Trigger Event, as described in above Paragraph 12, shall commence on the date of the Trigger Event, provided that a Trigger Event occurs on or before June 30, 2040. If the said Trigger Event occurs after the date of June 30, 2040, then the option to pay the special assessment as described in above Paragraph 13 and Subparagraph 14(b) shall automatically become null and void. The provisions contained in above Subparagraph 14(a) shall then exclusively control.
16. In addition to the assessed amount for water main and service, each vacant parcel of property (being parcels #2 and #17) will need to pay impact fees in the amount of \$1,550.00 per residential equivalent unit (REU) in accordance with Section 9-1-56 of the Village of Caledonia Ordinances. A  $\frac{3}{4}$  inch (or less) water meter is determined to be the service required for the standard REU. Nonresidential buildings shall be assigned a number of REUs based on the size and type of water meter that are installed. Meter sizes and REU ratios will be in accordance with Section 9-1-56 of the Ordinance. These impact fees shall be paid upon the issuance of a building permit by the Village for connection to the water main or within six (6) months from the date the owner or occupant of the property receives written notice from the Village or District as detailed in Section 9-1-57 of the Ordinance. An excerpt of the current Village of Caledonia Ordinances are attached as Exhibit 1. If, in the future, these Ordinances are amended or modified, and/or successor Ordinances are enacted, then the terms and provisions of the amended/modified/successor Ordinances shall apply.
17. Special Provisions regarding other possible land divisions.
- A. When and if any other benefitted property owner listed in attached Exhibit 2 does a land division of any nature prior to the levy of the special assessments described in this Report, then the special assessment to be levied on the original benefitted parcel, but now divided in some manner, is being levied in full, jointly and severally, on each of the said separate subdivided parcels of land (that together comprise the original benefitted parcel). Any

## **EXHIBIT C**

12. Upon the occurrence of one of the “Trigger Events” described in below Paragraph 13, the property owner of a Not Presently-Improved Property shall pay the entire special assessment levied on the benefitted property in the manner described in above Paragraph 10.
13. For the Not Presently-Improved Properties, each one of the following events shall be a “Trigger Event” requiring the payment of the special assessment on the benefitted property, as described in above Paragraph 10:

- a) A conveyance of the property. A “conveyance” of the property shall include (i) a sale of a part or all of the fee-simple title to the property; (ii) a lease of a part or all of the property in excess of One (1) Year; and/or (iii) if the property is owned by a Trust, corporation, limited liability company, partnership, or any other business entity, if there is a change of ownership and/or control of the said entity.

Special Note: the following shall not be deemed a “conveyance”, notwithstanding the forgoing provisions of this Paragraph 11 (a):

- 1) Leases in excess of One (1) Year if the use of the entire property is used for agricultural purposes or agricultural activities.
  - 2) If the conveyance is a transfer of the interest in the property to a spouse, brother(s), sister(s), parent(s), child(ren) or grandchild(ren) of the owner (as of May 6, 2019) of the property, and/or a business entity described in this Paragraph 11 that is owned and/or controlled by the said transferee relative(s).
  - 3) If the conveyance is (i) a transfer by a Trust to a Trustee(s) or a beneficiary(ies) of the Trust as named and/or designated in the Trust as of May 6, 2019, and/or (ii) a transfer of an equity and/or ownership interest in a corporation, limited liability company, partnership, or any other business entity that owns the said property as of May 6, 2019, provided the said conveyance is a transfer from the person/entity so owning the said equity and/or ownership interest to a related party. A “related party” for such purposes is hereby defined as a person that is a spouse, brother(s), sister(s), parent(s), child(ren) and/or grandchild(ren) of the owner of the said equity/ownership interest (as of May 6, 2019), and/or a business entity described above that is owned and/or controlled by the said transferee relative(s) described above.
  - 4) A conveyance made through an eminent domain proceeding, and/or a voluntary transfer made as a negotiated transaction as a part of the said eminent domain proceeding.
- b) A land division of the property, whether through a plat, certified survey map, or any other procedure that creates a new and/or an additional parcel(s) of land from the benefitted property.
- c) Any development activity, of any kind, on the property for, or related to, residential, commercial, industrial, institutional, or any other non-agricultural purpose. Exceptions to this particular Trigger Event, however, shall be (i) agricultural activities, including the construction of agricultural buildings and/or any other agricultural structures, related to

the growing of crops or other agricultural activities on the benefitted property; (ii) and/or a modification(s) to an existing single-family residence (in existence as of May 6, 2019) and listed in Exhibit 6), or construction of, or modification(s) to, a related accessory structure for the said existing single-family residence.

- d) The connection of the benefitted property to the sewer main and/or to a sewer lateral that is being constructed in this Project.

14. In addition to the assessed amount for sanitary sewer main and lateral, each Presently-Improved Property with a single family residence will need to pay connection charges described below, in the amount of \$5,100, in accordance with Section 9-4-5 of the Village of Caledonia Ordinances. A basic charge of \$2,550 will be placed in a separate account and used only for operation and maintenance expenses, depreciation and note or bond redemption. In addition to the basic connection charge and prior to the issuance of a permit allowing connection to the sanitary sewer system, a unit connection charge shall be paid in the amount of \$2,550 for each residential equivalent unit (REU) attributed to such lot, parcel of land or premises. This charge shall be paid upon the issuance of a building permit by the Village for connection to the sanitary sewer system. Nonresidential buildings shall be assigned REU numbers based upon the water meter or meters servicing such buildings as set forth in the table found in Section 9-4-5. An excerpt of the Village of Caledonia Ordinances is attached as Exhibit 9. If, in the future, these Ordinances are amended or modified, and/or successor Ordinances are enacted, then the terms and provisions of the amended/modified/successor Ordinances shall apply.

**RESOLUTION NO. 2023-101  
(9/12/2023)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO  
APPROVE A SETTLEMENT AGREEMENT WITH REBECCA KEEKU FOR THE 4 MILE  
ROAD WATERMAIN AND SEWER ASSESSMENT**

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

**WHEREAS**, the Owner, Rebecca Keeku is the owner of property along 4 Mile Road, more specifically 13108 4 Mile Road.

**WHEREAS**, the Owner, Rebecca Keeku has been Special Assessed for the installation of Watermain and Sanitary Sewer along 4 Mile Road, in which the property received a benefit.

**WHEREAS**, the Village has agreed to a Settlement Agreement with several property owners along 4 Mile Road as a result of Racine County Case No. 2022-CV-520 and the Village Board has determined that the Settlement Agreement terms shall be offered to the remaining properties along 4 Mile Road that were special assessed for watermain and sanitary sewer which were not part of the case.

**WHEREAS**, the Owner, Rebecca Keeku has agreed and executed a Settlement Agreement with the same terms for the property located at 13108 4 Mile Road.

**WHEREAS**, the Caledonia Utility District has moved to authorize the Utility District President to execute the Settlement Agreement at the September 6, 2023 Utility District Meeting.

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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Settlement Agreement between the Village of Caledonia and Rebecca Keeku as set forth in **Exhibit A** attached hereto and incorporated herein (the “Watermain and Sewer Assessment Settlement Agreement”), is hereby authorized, and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Settlement Agreement.

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

**VILLAGE OF CALEDONIA**

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

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



**WATERMAIN AND SEWER ASSESSMENT**  
**SETTLEMENT AGREEMENT**

The parties to this Settlement Agreement are Rebecca Keeku (“OWNER” as used herein) and the Village of Caledonia (“VILLAGE” as used herein), which may collectively referred to as “parties” herein. The parties have agreed to settle and resolve all issues on the provisions listed below.

1. The VILLAGE shall cancel the special assessments against the property of the OWNER as individually described in **Exhibit A** (“Property”), annexed hereto and incorporated by reference, for both water and sewer, in the respective amounts referenced in **Exhibit A**.

2. OWNER shall not be required to connect their Property to either the sewer or water systems of the VILLAGE unless:

a. The parcel, upon which the Building is located, is rezoned or a conditional use permit is granted;

b. The parcel, upon which the Building is located, is divided pursuant to Title 14 of the Code of Ordinances for the Village of Caledonia;

c. A well serving the existing Building fails (a pump failure is not considered a well failure) or must be abandoned; or

d. The private onsite wastewater treatment system serving the Property needs to be replaced or if a change in use requires modification or abandonment, or if the system fails.

3. OWNER may not connect the Property to either the sewer and water systems of the VILLAGE, except upon compliance of the following:

a. Connection of any OWNER’S Property to the water system of the VILLAGE, may be made in 2022 or any year thereafter. Should OWNER seek to make such a connection in 2022 and before 2041, payment shall be made pursuant to Resolution 2021-56, Amended Special Assessment Report pages 10-11, paragraph 14, in addition to any applicable impact or connection fees, which is attached hereto as **Exhibit B**. OWNER currently owes \$6,973.56.

b. Connection of any OWNER’S Property to the sewer system of the VILLAGE, may be made in 2022 or any year thereafter. Should OWNER seek to make such a connection in 2022 and before 2041, payment shall be made pursuant to Resolution 2021-56, Amended Special Assessment Report pages 27-28, paragraph 14, in addition to any applicable connection fees, which is attached hereto as **Exhibit C**. OWNER currently owes \$9,945.74.

c. Connection of OWNER’S Property to either the water or sewer systems in 2041 or thereafter will require payment in full of the amounts set forth above.

d. The provisions of this Agreement are covenants that run with the land and shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, and assigns.

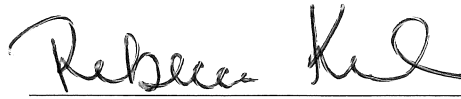
4. This Settlement Agreement may be executed in one or multiple counterparts, each constituting an original, but all of which together shall constitute the complete Settlement Agreement.

This Settlement Agreement shall become effective when signed by the OWNER and by authorized representative(s) of the VILLAGE. It may be recorded in the office of the Register of Deeds for Racine County.

**[Signature Pages to Follow]**

Dated:

7-30-23



Rebecca Keeku

Dated:

Thomas Weatherston  
Village President

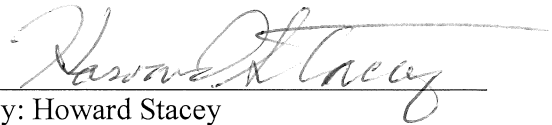
Dated:

By: Joslyn Hoeffert  
Village Clerk

Caledonia Sewer and Water Utility District

Dated:

9-6-23



By: Howard Stacey  
President

## **EXHIBIT A**

1. OWNER – property located at 13108 4 Mile Road, Franksville, WI 53126; Tax No: 51-104-04-22-19-069-000
2. Total assessment \$16,919.30 (\$9,945.74 for sewer and \$6,973.56 for water)

## **EXHIBIT B**

- 4) A conveyance made through an eminent domain proceeding, and/or a voluntary transfer made as a negotiated transaction as a part of the said eminent domain proceeding.
  - b) A land division of the property, whether through a plat, certified survey map, or any other procedure that creates a new and/or an additional parcel(s) of land from the benefitted property.
  - c) Any development activity, of any kind, on the property for, or related to, residential, commercial, industrial, institutional, or any other non-agricultural purpose. Exceptions to this particular Trigger Event, however, shall be (i) agricultural activities, including the construction of agricultural buildings and/or any other agricultural structures, related to the growing of crops or other agricultural activities on the benefitted property; (ii) and/or a modification(s) to an existing single-family residence (in existence as May 6, 2019), and listed in Exhibit 2), or construction of, or modification(s) to, a related accessory structure for the said existing single-family residence.
  - d) The connection of the benefitted property to the water main and/or to a water service that is being constructed in this Project.
13. As of the date of May 6, 2019, all of the benefitted properties described in attached Exhibit 3 have been improved with a single-family residence (the “Presently-Improved Properties”) except for parcels #2 and #17, which are vacant lands. In the event that a Presently-Improved Property (listed on attached Exhibit 3) elects to connect to the Water main/Water Service within the next Twenty (20) Year time period that commences on July 1, 2020, then the property owner shall have the option to pay the special assessment levied on the said Presently-Improved Property in one of the ways described in below Paragraph 14. At such time(s) a benefitted vacant parcel of land experiences a trigger event, as defined in above Paragraph 12, that property owner(s) shall also have the option to pay the special assessment levied on that owner’s property in one of the ways described in below Paragraph 14.
14. A property owner of a Presently-Improved Property (and an owner of a vacant parcel, at the time of the occurrence of a Trigger Event, as described in above Paragraph 12), as described in above Paragraph 13, upon actual and operational connection of the Presently-Improved Property within Twenty (20) Years after the date of July 1, 2020, to the Water main/Water Service, may pay the special assessment on the said Presently-Improved Property in one of the following ways:
- a) Within Sixty (60) Days after the date of the connection of the Presently-Improved Property to the Water main/Water Service, pay the entire amount of the special assessment, without interest, to the District/Village.
  - b) Pay the special assessment on the Presently-Improved Property in equal annual installments on the tax roll of the said property, plus interest accruing on the said special assessment at the rate of Three and One-Half Percent (3½ %) per annum amortized over 20 years from the date of connection until paid in full. The first year on the tax roll shall be (i) the year the connection was made, if the said connection is made on or before October 1 of that year, and (ii) if the connection is made after the date of October 1 of a given year (in, or after, 2020), then on the tax year that next follows the year of connection. (By way of example, if a connection is made on the date of July 1, 2020, then the payment

of the special assessment may be placed on the tax roll of the Presently-Improved Property for the tax years 2020 through 2039, or in 20 equal annual installment payments. If the connection is made on October 30, 2020; however, then the 20 year payment plan would begin in 2021 and run through 2040. Essentially, there is no adjustment to the 20 year payment plan for the next 20 years. Any property owner who connects to the water prior to June 30, 2040, will have the option of a 20 year special assessment payment plan. Any property owner who connects after June 30, 2040 will not be eligible for the 20 year payment plan and be subject to the payment terms in Paragraph 15 below.

- c) If the special assessment on the Presently-Improved Property is placed on the tax roll of the property as described in above Subparagraph (b), the property owner may at any time pay the entire then-remaining balance of the special assessment, plus accrued interest, to the District/Village.
15. If the property owner of a Presently-Improved Property (as described above in Paragraph 13) does not actually connect to the Water main/Water Service during the 20-year period described above, then the option to pay the special assessment as described in above Paragraph 13 and Subparagraph 14(b) shall automatically become null and void. The provisions contained in above Subparagraph 14(a) shall then exclusively control. The 20-year payment plan, described in above Subparagraph 14(b), for a benefitted vacant parcel which experiences a Trigger Event, as described in above Paragraph 12, shall commence on the date of the Trigger Event, provided that a Trigger Event occurs on or before June 30, 2040. If the said Trigger Event occurs after the date of June 30, 2040, then the option to pay the special assessment as described in above Paragraph 13 and Subparagraph 14(b) shall automatically become null and void. The provisions contained in above Subparagraph 14(a) shall then exclusively control.
16. In addition to the assessed amount for water main and service, each vacant parcel of property (being parcels #2 and #17) will need to pay impact fees in the amount of \$1,550.00 per residential equivalent unit (REU) in accordance with Section 9-1-56 of the Village of Caledonia Ordinances. A  $\frac{3}{4}$  inch (or less) water meter is determined to be the service required for the standard REU. Nonresidential buildings shall be assigned a number of REUs based on the size and type of water meter that are installed. Meter sizes and REU ratios will be in accordance with Section 9-1-56 of the Ordinance. These impact fees shall be paid upon the issuance of a building permit by the Village for connection to the water main or within six (6) months from the date the owner or occupant of the property receives written notice from the Village or District as detailed in Section 9-1-57 of the Ordinance. An excerpt of the current Village of Caledonia Ordinances are attached as Exhibit 1. If, in the future, these Ordinances are amended or modified, and/or successor Ordinances are enacted, then the terms and provisions of the amended/modified/successor Ordinances shall apply.
17. Special Provisions regarding other possible land divisions.
- A. When and if any other benefitted property owner listed in attached Exhibit 2 does a land division of any nature prior to the levy of the special assessments described in this Report, then the special assessment to be levied on the original benefitted parcel, but now divided in some manner, is being levied in full, jointly and severally, on each of the said separate subdivided parcels of land (that together comprise the original benefitted parcel). Any

## EXHIBIT C



12. Upon the occurrence of one of the “Trigger Events” described in below Paragraph 13, the property owner of a Not Presently-Improved Property shall pay the entire special assessment levied on the benefitted property in the manner described in above Paragraph 10.
13. For the Not Presently-Improved Properties, each one of the following events shall be a “Trigger Event” requiring the payment of the special assessment on the benefitted property, as described in above Paragraph 10:
  - a) A conveyance of the property. A “conveyance” of the property shall include (i) a sale of a part or all of the fee-simple title to the property; (ii) a lease of a part or all of the property in excess of One (1) Year; and/or (iii) if the property is owned by a Trust, corporation, limited liability company, partnership, or any other business entity, if there is a change of ownership and/or control of the said entity.

Special Note: the following shall not be deemed a “conveyance”, notwithstanding the forgoing provisions of this Paragraph 11 (a):

- 1) Leases in excess of One (1) Year if the use of the entire property is used for agricultural purposes or agricultural activities.
  - 2) If the conveyance is a transfer of the interest in the property to a spouse, brother(s), sister(s), parent(s), child(ren) or grandchild(ren) of the owner (as of May 6, 2019) of the property, and/or a business entity described in this Paragraph 11 that is owned and/or controlled by the said transferee relative(s).
  - 3) If the conveyance is (i) a transfer by a Trust to a Trustee(s) or a beneficiary(ies) of the Trust as named and/or designated in the Trust as of May 6, 2019, and/or (ii) a transfer of an equity and/or ownership interest in a corporation, limited liability company, partnership, or any other business entity that owns the said property as of May 6, 2019, provided the said conveyance is a transfer from the person/entity so owning the said equity and/or ownership interest to a related party. A “related party” for such purposes is hereby defined as a person that is a spouse, brother(s), sister(s), parent(s), child(ren) and/or grandchild(ren) of the owner of the said equity/ownership interest (as of May 6, 2019), and/or a business entity described above that is owned and/or controlled by the said transferee relative(s) described above.
  - 4) A conveyance made through an eminent domain proceeding, and/or a voluntary transfer made as a negotiated transaction as a part of the said eminent domain proceeding.
- b) A land division of the property, whether through a plat, certified survey map, or any other procedure that creates a new and/or an additional parcel(s) of land from the benefitted property.
  - c) Any development activity, of any kind, on the property for, or related to, residential, commercial, industrial, institutional, or any other non-agricultural purpose. Exceptions to this particular Trigger Event, however, shall be (i) agricultural activities, including the construction of agricultural buildings and/or any other agricultural structures, related to

the growing of crops or other agricultural activities on the benefitted property; (ii) and/or a modification(s) to an existing single-family residence (in existence as of May 6, 2019) and listed in Exhibit 6), or construction of, or modification(s) to, a related accessory structure for the said existing single-family residence.

- d) The connection of the benefitted property to the sewer main and/or to a sewer lateral that is being constructed in this Project.

14. In addition to the assessed amount for sanitary sewer main and lateral, each Presently-Improved Property with a single family residence will need to pay connection charges described below, in the amount of \$5,100, in accordance with Section 9-4-5 of the Village of Caledonia Ordinances. A basic charge of \$2,550 will be placed in a separate account and used only for operation and maintenance expenses, depreciation and note or bond redemption. In addition to the basic connection charge and prior to the issuance of a permit allowing connection to the sanitary sewer system, a unit connection charge shall be paid in the amount of \$2,550 for each residential equivalent unit (REU) attributed to such lot, parcel of land or premises. This charge shall be paid upon the issuance of a building permit by the Village for connection to the sanitary sewer system. Nonresidential buildings shall be assigned REU numbers based upon the water meter or meters servicing such buildings as set forth in the table found in Section 9-4-5. An excerpt of the Village of Caledonia Ordinances is attached as Exhibit 9. If, in the future, these Ordinances are amended or modified, and/or successor Ordinances are enacted, then the terms and provisions of the amended/modified/successor Ordinances shall apply.

**RESOLUTION NO. 2023-102**  
**(9/12/2023)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO  
APPROVE A SETTLEMENT AGREEMENT WITH WILLIAM & JUDITH HURTIERNE FOR  
THE 4 MILE ROAD WATERMAIN AND SEWER ASSESSMENT**

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

**WHEREAS**, the Owners, William & Judith Hurtienne are the owners of a property along 4 Mile Road, more specifically 13510 4 Mile Road.

**WHEREAS**, the Owners, William & Judith Hurtienne have been Special Assessed for the installation of Watermain and Sanitary Sewer along 4 Mile Road, in which the property received a benefit.

**WHEREAS**, the Village has agreed to a Settlement Agreement with several property owners along 4 Mile Road as a result of Racine County Case No. 2022-CV-520 and the Village Board has determined that the Settlement Agreement terms shall be offered to the remaining properties along 4 Mile Road that were special assessed for watermain and sanitary sewer which were not part of the case.

**WHEREAS**, the Owners, William & Judith Hurtienne have agreed and executed a Settlement Agreement with the same terms for the property located at 13510 4 Mile Road.

**WHEREAS**, the Caledonia Utility District has moved to authorize the Utility District President to execute the Settlement Agreement at the September 6, 2023 Utility District Meeting.

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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Settlement Agreement between the Village of Caledonia and William & Judith Hurtienne as set forth in **Exhibit A** attached hereto and incorporated herein (the “Watermain and Sewer Assessment Settlement Agreement”), is hereby authorized, and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Settlement Agreement.

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

**VILLAGE OF CALEDONIA**

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

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

**WATERMAIN AND SEWER ASSESSMENT**  
**SETTLEMENT AGREEMENT**

The parties to this Settlement Agreement are William & Judith Hurtienne ("OWNER" as used herein) and the Village of Caledonia ("VILLAGE" as used herein), which may collectively referred to as "parties" herein. The parties have agreed to settle and resolve all issues on the provisions listed below.

1. The VILLAGE shall cancel the special assessments against the property of the OWNER as individually described in **Exhibit A** ("Property"), annexed hereto and incorporated by reference, for both water and sewer, in the respective amounts referenced in **Exhibit A**.

2. OWNER shall not be required to connect their Property to either the sewer or water systems of the VILLAGE unless:

a. The parcel, upon which the Building is located, is rezoned or a conditional use permit is granted;

b. The parcel, upon which the Building is located, is divided pursuant to Title 14 of the Code of Ordinances for the Village of Caledonia;

c. A well serving the existing Building fails (a pump failure is not considered a well failure) or must be abandoned; or

d. The private onsite wastewater treatment system serving the Property needs to be replaced or if a change in use requires modification or abandonment, or if the system fails.

3. OWNER may not connect the Property to either the sewer and water systems of the VILLAGE, except upon compliance of the following:

a. Connection of any OWNER'S Property to the water system of the VILLAGE, may be made in 2022 or any year thereafter. Should OWNER seek to make such a connection in 2022 and before 2041, payment shall be made pursuant to Resolution 2021-56, Amended Special Assessment Report pages 10-11, paragraph 14, in addition to any applicable impact or connection fees, which is attached hereto as **Exhibit B**. OWNER currently owes \$6,973.56.

b. Connection of any OWNER'S Property to the sewer system of the VILLAGE, may be made in 2022 or any year thereafter. Should OWNER seek to make such a connection in 2022 and before 2041, payment shall be made pursuant to Resolution 2021-56, Amended Special Assessment Report pages 27-28, paragraph 14, in addition to any applicable connection fees, which is attached hereto as **Exhibit C**. OWNER currently owes \$9,945.74.

c. Connection of OWNER'S Property to either the water or sewer systems in 2041 or thereafter will require payment in full of the amounts set forth above.

d. The provisions of this Agreement are covenants that run with the land and shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, and assigns.

4. This Settlement Agreement may be executed in one or multiple counterparts, each constituting an original, but all of which together shall constitute the complete Settlement Agreement.

This Settlement Agreement shall become effective when signed by the OWNER and by authorized representative(s) of the VILLAGE. It may be recorded in the office of the Register of Deeds for Racine County.

**[Signature Pages to Follow]**

Dated: July 20, 2023

William Hurtienne  
William Hurtienne

Dated: July 20, 2023

Judith A. Hurtienne  
Judith Hurtienne

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

\_\_\_\_\_  
Thomas Weatherston  
Village President

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

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

Caledonia Sewer and Water Utility District

Dated: 9-6-23

Howard Stacey  
By: Howard Stacey  
President

## **EXHIBIT A**

1. OWNER – property located at 13510 4 Mile Road, Franksville, WI 53126; Tax No:  
51-104-04-22-19-064-000
2. Total assessment \$16,919.30 (\$9,945.74 for sewer and \$6,973.56 for water).

**EXHIBIT B**



- 4) A conveyance made through an eminent domain proceeding, and/or a voluntary transfer made as a negotiated transaction as a part of the said eminent domain proceeding.
  - b) A land division of the property, whether through a plat, certified survey map, or any other procedure that creates a new and/or an additional parcel(s) of land from the benefitted property.
  - c) Any development activity, of any kind, on the property for, or related to, residential, commercial, industrial, institutional, or any other non-agricultural purpose. Exceptions to this particular Trigger Event, however, shall be (i) agricultural activities, including the construction of agricultural buildings and/or any other agricultural structures, related to the growing of crops or other agricultural activities on the benefitted property; (ii) and/or a modification(s) to an existing single-family residence (in existence as May 6, 2019), and listed in Exhibit 2), or construction of, or modification(s) to, a related accessory structure for the said existing single-family residence.
  - d) The connection of the benefitted property to the water main and/or to a water service that is being constructed in this Project.
13. As of the date of May 6, 2019, all of the benefitted properties described in attached Exhibit 3 have been improved with a single-family residence (the "Presently-Improved Properties") except for parcels #2 and #17, which are vacant lands. In the event that a Presently-Improved Property (listed on attached Exhibit 3) elects to connect to the Water main/Water Service within the next Twenty (20) Year time period that commences on July 1, 2020, then the property owner shall have the option to pay the special assessment levied on the said Presently-Improved Property in one of the ways described in below Paragraph 14. At such time(s) a benefitted vacant parcel of land experiences a trigger event, as defined in above Paragraph 12, that property owner(s) shall also have the option to pay the special assessment levied on that owner's property in one of the ways described in below Paragraph 14.
14. A property owner of a Presently-Improved Property (and an owner of a vacant parcel, at the time of the occurrence of a Trigger Event, as described in above Paragraph 12), as described in above Paragraph 13, upon actual and operational connection of the Presently-Improved Property within Twenty (20) Years after the date of July 1, 2020, to the Water main/Water Service, may pay the special assessment on the said Presently-Improved Property in one of the following ways:
- a) Within Sixty (60) Days after the date of the connection of the Presently-Improved Property to the Water main/Water Service, pay the entire amount of the special assessment, without interest, to the District/Village.
  - b) Pay the special assessment on the Presently-Improved Property in equal annual installments on the tax roll of the said property, plus interest accruing on the said special assessment at the rate of Three and One-Half Percent (3½ %) per annum amortized over 20 years from the date of connection until paid in full. The first year on the tax roll shall be (i) the year the connection was made, if the said connection is made on or before October 1 of that year, and (ii) if the connection is made after the date of October 1 of a given year (in, or after, 2020), then on the tax year that next follows the year of connection. (By way of example, if a connection is made on the date of July 1, 2020, then the payment

of the special assessment may be placed on the tax roll of the Presently-Improved Property for the tax years 2020 through 2039, or in 20 equal annual installment payments. If the connection is made on October 30, 2020; however, then the 20 year payment plan would begin in 2021 and run through 2040. Essentially, there is no adjustment to the 20 year payment plan for the next 20 years. Any property owner who connects to the water prior to June 30, 2040, will have the option of a 20 year special assessment payment plan. Any property owner who connects after June 30, 2040 will not be eligible for the 20 year payment plan and be subject to the payment terms in Paragraph 15 below.

- c) If the special assessment on the Presently-Improved Property is placed on the tax roll of the property as described in above Subparagraph (b), the property owner may at any time pay the entire then-remaining balance of the special assessment, plus accrued interest, to the District/Village.
15. If the property owner of a Presently-Improved Property (as described above in Paragraph 13) does not actually connect to the Water main/Water Service during the 20-year period described above, then the option to pay the special assessment as described in above Paragraph 13 and Subparagraph 14(b) shall automatically become null and void. The provisions contained in above Subparagraph 14(a) shall then exclusively control. The 20-year payment plan, described in above Subparagraph 14(b), for a benefitted vacant parcel which experiences a Trigger Event, as described in above Paragraph 12, shall commence on the date of the Trigger Event, provided that a Trigger Event occurs on or before June 30, 2040. If the said Trigger Event occurs after the date of June 30, 2040, then the option to pay the special assessment as described in above Paragraph 13 and Subparagraph 14(b) shall automatically become null and void. The provisions contained in above Subparagraph 14(a) shall then exclusively control.
16. In addition to the assessed amount for water main and service, each vacant parcel of property (being parcels #2 and #17) will need to pay impact fees in the amount of \$1,550.00 per residential equivalent unit (REU) in accordance with Section 9-1-56 of the Village of Caledonia Ordinances. A ¾ inch (or less) water meter is determined to be the service required for the standard REU. Nonresidential buildings shall be assigned a number of REUs based on the size and type of water meter that are installed. Meter sizes and REU ratios will be in accordance with Section 9-1-56 of the Ordinance. These impact fees shall be paid upon the issuance of a building permit by the Village for connection to the water main or within six (6) months from the date the owner or occupant of the property receives written notice from the Village or District as detailed in Section 9-1-57 of the Ordinance. An excerpt of the current Village of Caledonia Ordinances are attached as Exhibit 1. If, in the future, these Ordinances are amended or modified, and/or successor Ordinances are enacted, then the terms and provisions of the amended/modified/successor Ordinances shall apply.
17. Special Provisions regarding other possible land divisions.
- ✓ A. When and if any other benefitted property owner listed in attached Exhibit 2 does a land division of any nature prior to the levy of the special assessments described in this Report, then the special assessment to be levied on the original benefitted parcel, but now divided in some manner, is being levied in full, jointly and severally, on each of the said separate subdivided parcels of land (that together comprise the original benefitted parcel). Any

**EXHIBIT C**

12. Upon the occurrence of one of the “Trigger Events” described in below Paragraph 13, the property owner of a Not Presently-Improved Property shall pay the entire special assessment levied on the benefitted property in the manner described in above Paragraph 10.
13. For the Not Presently-Improved Properties, each one of the following events shall be a “Trigger Event” requiring the payment of the special assessment on the benefitted property, as described in above Paragraph 10:

- a) A conveyance of the property. A “conveyance” of the property shall include (i) a sale of a part or all of the fee-simple title to the property; (ii) a lease of a part or all of the property in excess of One (1) Year; and/or (iii) if the property is owned by a Trust, corporation, limited liability company, partnership, or any other business entity, if there is a change of ownership and/or control of the said entity.

Special Note: the following shall not be deemed a “conveyance”, notwithstanding the forgoing provisions of this Paragraph 11 (a):

- 1) Leases in excess of One (1) Year if the use of the entire property is used for agricultural purposes or agricultural activities.
  - 2) If the conveyance is a transfer of the interest in the property to a spouse, brother(s), sister(s), parent(s), child(ren) or grandchild(ren) of the owner (as of May 6, 2019) of the property, and/or a business entity described in this Paragraph 11 that is owned and/or controlled by the said transferee relative(s).
  - 3) If the conveyance is (i) a transfer by a Trust to a Trustee(s) or a beneficiary(ies) of the Trust as named and/or designated in the Trust as of May 6, 2019, and/or (ii) a transfer of an equity and/or ownership interest in a corporation, limited liability company, partnership, or any other business entity that owns the said property as of May 6, 2019, provided the said conveyance is a transfer from the person/entity so owning the said equity and/or ownership interest to a related party. A “related party” for such purposes is hereby defined as a person that is a spouse, brother(s), sister(s), parent(s), child(ren) and/or grandchild(ren) of the owner of the said equity/ownership interest (as of May 6, 2019), and/or a business entity described above that is owned and/or controlled by the said transferee relative(s) described above.
  - 4) A conveyance made through an eminent domain proceeding, and/or a voluntary transfer made as a negotiated transaction as a part of the said eminent domain proceeding.
- b) A land division of the property, whether through a plat, certified survey map, or any other procedure that creates a new and/or an additional parcel(s) of land from the benefitted property.
- c) Any development activity, of any kind, on the property for, or related to, residential, commercial, industrial, institutional, or any other non-agricultural purpose. Exceptions to this particular Trigger Event, however, shall be (i) agricultural activities, including the construction of agricultural buildings and/or any other agricultural structures, related to

the growing of crops or other agricultural activities on the benefitted property; (ii) and/or a modification(s) to an existing single-family residence (in existence as of May 6, 2019) and listed in Exhibit 6), or construction of, or modification(s) to, a related accessory structure for the said existing single-family residence.

- d) The connection of the benefitted property to the sewer main and/or to a sewer lateral that is being constructed in this Project.

14. In addition to the assessed amount for sanitary sewer main and lateral, each Presently-Improved Property with a single family residence will need to pay connection charges described below, in the amount of \$5,100, in accordance with Section 9-4-5 of the Village of Caledonia Ordinances. A basic charge of \$2,550 will be placed in a separate account and used only for operation and maintenance expenses, depreciation and note or bond redemption. In addition to the basic connection charge and prior to the issuance of a permit allowing connection to the sanitary sewer system, a unit connection charge shall be paid in the amount of \$2,550 for each residential equivalent unit (REU) attributed to such lot, parcel of land or premises. This charge shall be paid upon the issuance of a building permit by the Village for connection to the sanitary sewer system. Nonresidential buildings shall be assigned REU numbers based upon the water meter or meters servicing such buildings as set forth in the table found in Section 9-4-5. An excerpt of the Village of Caledonia Ordinances is attached as Exhibit 9. If, in the future, these Ordinances are amended or modified, and/or successor Ordinances are enacted, then the terms and provisions of the amended/modified/successor Ordinances shall apply.

## **RESOLUTION NO. 2023-103**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA ACTIVATING A COMMITTEE OF THE WHOLE**

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

**WHEREAS**, the Village Board of Caledonia recognizes that suspending, activating and modifying Committees, Commissions, and Boards is necessary from time to time;

**WHEREAS**, Sec. 2-3-19 of the Village's Code of Ordinances provides for standing committees of the Village Board and the Village Board has activated the Standing Committees of Finance, Personnel, Legislative & Licensing and Public Works;

**WHEREAS**, the Village Board of Caledonia sees the activation of a Committee of the Whole, as allowed under Sec. 2-3-19 of the Village's Code of Ordinances, as an opportunity for informal discussion among its members and a way to encourage collaborative decision-making to streamline the legislative, as well as other processes;

**WHEREAS**, the Village Board of Caledonia acknowledges that the Committee of the Whole offers an opportunity for Village Board meetings to have better adherence to Robert's Rules of Order Newly Revised, which can ensure fair and orderly proceedings and increase transparency in government actions;

**WHEREAS**, the Village Board of Caledonia recognizes that the structure of the Committee of the Whole promotes regularly scheduled meetings with a recurring set day and time, which can promote consistency and efficiency in the Village's decision-making process;

**WHEREAS**, this activation shall serve as a prelude to potential amendments to the ordinance governing the Village Board standing committees, allowing the Village Board of Caledonia to assess the benefits and challenges before formalizing any permanent changes;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Village of Caledonia recognizes the value of piloting an activation of a Committee of the Whole as a measure aimed at enhancing collaborative discussions and streamlining the legislative process;

**BE IT FURTHER RESOLVED**, that during this pilot phase, the existing structure of Standing Committees (Finance, Personnel, Legislative & Licensing and Public Works) shall remain intact but suspended, while the Committee of the Whole, shall be empowered to convene and shall be assigned the oversight and responsibilities assigned and delegated to the suspended committees;

**BE IT FURTHER RESOLVED**, that the Board of Trustees of the Village of Caledonia activates a Committee of the Whole, and the duties of the Committee of the Whole shall be as follows:

1. Committee of the Whole.

- a. **Definition and Purpose.** The Committee of the Whole is a device in which a legislative body is considered one large Committee. All members of the Village Board are members of such a committee. Under Robert's Rules of Order Newly Revised, and all subsequent editions thereof, when an assembly has to consider a subject which it does not wish to refer to a committee, and yet where the subject matter is not well-understood and put into proper form for its definite action, or when, for any other reason, the assembly should consider a subject with all the freedom of an ordinary committee, it is the practice to refer the matter to the "Committee of the Whole."
- b. **Regular Meetings of the Committee of the Whole.** Meetings of the Committee of the Whole shall be scheduled and noticed in accordance with the procedures set forth in Sec. 2-3-6 meetings of the Village Board of the Village Code. Regular meetings of the Committee of the Whole shall be scheduled to occur on the same evening as Village Board meetings. All meetings of the Committee of the Whole shall be held at the Village Hall of the Village of Caledonia unless specified otherwise in the minutes of the preceding meeting or by written notice posted at the regular meeting place at least twenty-four (24) hours prior to the time specified for the meeting, except as may be allowed under Wis. Stat. § 19.84(3). The Clerk shall cause public notice to be posted in at least one (1) public place likely to give notice to persons affected and placed electronically on an Internet site maintained by the Village no less than twenty-four (24) hours prior to the time specified for the meeting, except as may be allowed under Wis. Stat. § 19.84(3).
- c. **Calling of Special Meetings of the Committee of the Whole.** This Resolution permits the calling of a Committee of the Whole meetings by the President, or by any two (2) Trustees, by notifying the Clerk no less than twenty-four (24) hours prior to the specified time of the meeting. The Clerk shall immediately notify all Trustees of the time and place of the meeting and shall cause public notice to be posted as required under subsection (b) above.
- d. **Oversight and Responsibilities.** Matters appropriate for a meeting of the Committee of the Whole will generally involve issues having a village-wide impact. In addition, the Finance Committee, Legislative and Licensing Committee, Personnel Committee, and Public Works Committee shall be suspended, and the Committee of the Whole shall absorb the duties and responsibilities of those Committees.
- e. **Presiding Officer.** The Village President shall be the chairperson of the Committee of the Whole. At any meeting of the Committee of the Whole where a quorum is present and the Chairperson is temporarily absent, the provisions of Section 2-3-10 of the Village Code shall govern. The presiding officer has the responsibility and authority to control the meeting.



- f. **Quorum.** A quorum of the Committee of the Whole is the same as that of the Village Board.

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

**VILLAGE OF CALEDONIA**

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

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