
VILLAGE BOARD MEETING AGENDA
Tuesday, December 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 – November 28, 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. Committee Of The Whole
 1. Approval of A/P checks
 2. Approval of US Bank Credit Card charges
7. **Ordinances and Resolutions**
 - A. **Charter Ordinance 2023-001** - A Charter Ordinance To Amend Section 2-3-1 Of The Village Of Caledonia Municipal Code Of Ordinances Related To The Election Of Village Board; Elections; Trustees; Acting President (*Committee of the Whole 11/28/23, 7,0*)
 - B. **Ordinance No. 2023-19** - An Ordinance To Amend Section 9-4-5 (B) Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin, Relating To The REU Charge (*Utility Commission 9/6/23, 4,0, Committee of the Whole 11/28/23, 7,0*)
 - C. **Ordinance No. 2023-20** - An Ordinance To Amend Section 9-1-56 (G) Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin, Relating To The REU Charge (*Utility District 9/6/23, 4,0, Committee of the Whole 11/28/23, 7,0*)
 - D. **Ordinance No. 2023-21** - An Ordinance To Renumber And To Amend All Sections Of Title 2 Chapter 3 Of The Village Of Caledonia Code Of Ordinances Except Sec. 2-3-1 Governing The Powers, Duties, Operating Procedures And Committees Of The Village Board For The Village Of Caledonia (*Committee of the Whole 11/28/23, 7,0*)
 - E. **Ordinance No. 2023-22** - An Ordinance To Create Title 2 Chapter 8 Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin, Relating To Public Hearing Procedures (*Committee of the Whole 11/28/23, 7,0*)
 - F. **Ordinance No. 2023-23** – An Ordinance To Amend Sections 15-1-23, 15-1-24, 15-1-25 And 15-1-27 Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin, Relating To The Building Code And Establishing Fee Schedules By Resolution. (*Legislative & Licensing 4/4/23 laid over, 5/2/23 laid over, 5/16/23 3,0, Committee of the Whole 11/28/23, 7,0*)
 - G. **Ordinance No 2023-24**- An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 16-2-3 Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±22.5 Acres Of A ±28.95-Acre Parcel From B-4, Planned Business District And A-2, Agricultural District To B-3, Highway Business District For The Property Located Directly East Of 5735 USH 41, Parcel Id No. 104-04-22-19-038-000 (*Plan Commission 11/27/23, 7,0*)

- H. **Ordinance No. 2023-25** - Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 16-2-3 Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone A ±5.994-Acre Parcel Located At 13038 Golf Road And A ±40.25-Acre Parcel Located Directly East Of 13038 Golf Road From A-2, Agricultural District To M-3, Heavy Manufacturing District, Parcel Id Nos. 104-04-22-31-021-000 & 104-04-22-31-007-000. (*Plan Commission 11/27/23, 7,0*)
- I. **Ordinance No. 2023-26** - An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 16-2-3 Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±2.488 Acres Of A ±4.26-Acre Parcel From R-7, Multi Family Residential District To Rm-1, Multi Family Residential District For The Property Located Directly East Of 5333 Douglas Avenue, Parcel Id No. 104-04-23-20-102-131. (*Plan Commission 11/27/23, 7,0*)
- J. **Ordinance No. 2023-27** – An Ordinance To Amend And Renumber Chapter 3, Chapter 5 And Chapter 6 Of Title 15 With The Amended Chapters To Be As Follows: Chapter 5 - Fences, Chapter 7 – Fair Housing, And Chapter 9 – Property Address Signs; To Repeal Chapter 4 - Grievances Regarding Access To Public Buildings By Handicapped Persons; And To Renumber Title 15 Chapter 2 – Construction Site Erosion Control Ordinance To Be Chapter 6; To Create Chapter 3 – Regulations For Moving And Razing Buildings, And To Create Chapter 4 – Swimming Pools; All Placed Within Title 15 Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin (*Legislative & Licensing 4/4/23 laid over, 5/2/23 laid over, 5/16/23 3,0, Committee of the Whole 11/28/23, 7,0*)
- K. **Resolution 2023-123** - Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Racine County Visitors And Convention Bureau For Tourism Services (Village Board 11/28/23 postponed to 12/12/23, 7,0)
- L. **Resolution 2023-125** – Resolution Adopting Building Code, Permit And Inspection Fee Schedule For Fees Under Title 15 Of The Village Of Caledonia Code Of Ordinances (*Legislative & Licensing 4/4/23 laid over, 5/2/23 laid over, 5/16/23 3,0, Committee of the Whole 11/28/23, 7,0*)
- M. **Resolution 2023-126** - A Resolution To Approve A Site, Building, & Operations Plan To Construct A ±252 Square-Foot Storage Building For The Property Located At 8334 CTH V. (*Plan Commission 11/27/23, 7,0*)
- N. **Resolution 2023-127** - A Resolution To Approve A Site, Building, & Operations Plan To Construct A ±647 Square-Foot Addition To The Existing Commercial Building For The Property Located At 10616 Northwestern Avenue. (*Plan Commission 11/27/23, 7,0*)
- O. **Resolution 2023-128** – A Resolution Approving A Request For A Conditional Use Permit To Allow The Operation Of A Truck Logistic Business With Outdoor Storage Of Semi-Tractors And Trailers For The Property Located Directly East Of 5735 USH 41, Pavle Dunder, Parcel ID No. 104-04-22-19-038-000. (*Plan Commission 11/27/23, 7,0*)
- P. **Resolution 2023-129** - A Resolution Approving A Request For A Conditional Use Permit To Allow The Construction And Operation Of A 73-Unit Senior-Living Apartment Building For The Property Located Directly East Of 5333 Douglas Avenue, Parcel Id No. 104-04-23-20-102-131. (*Plan Commission 11/27/23, 7,0*)
- Q. **Resolution 2023-130** – A Resolution Approving A Request For A Conditional Use Permit To Allow the Construction and Operation of a Bio-Solids Storage Building For The Properties Located At 13038 Golf Road And The Parcel Located Directly East of 13038 Golf Road, Parcel Id Nos. 104-04-22-31-021-000 & 104-04-22-31-007-000. (*Plan Commission 11/27/23, 6,1*)
- R. **Resolution 2023-131** - Resolution Approving The Acquisition Of A Parcel Of Land With Parcel No. 104-04-22-31-021-000 Located At 13038 Golf Road From Racine County (*Village Board only*)

- S. **Resolution 2023-132** - Resolution Approving an Option Agreement with Hintz Real Estate Development Company, LLC authorizing the Conveyance of a Parcel Of Land With Parcel No. 104-04-22-31-021-000 Located At 13038 Golf (*Village Board only*)
- T. **Resolution 2023-133**–Resolution Appointing Election Officials For Years 2024-2025 (*Village Board only*)
- U. **Resolution 2023-134** – Resolution Authorizing The Village Of Caledonia To Execute A Slope Easement Agreement With Eric Pintar - Owner Of 6400 Running Horse Road Parcel Id 104-04-22-02-032-000 (*Village Board only*)
- V. **Resolution 2023-135** – A Resolution Approving The Waiver Of Conflict Of Interest For Quarles & Brady LLP Related To A Development Project (*Village Board only*)
- W. **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; Village Board 9/12/23, 10/10/23 laid over to 11/14/23, 11/14/23 postponed to 12/12/23*)
- X. **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; Village Board 9/12/23, 10/10/23 laid over to 11/14/23, 11/14/23 postponed to 12/12/23*)
- Y. **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; Village Board 9/12/23, 10/10/23 laid over to 11/14/23, 11/14/23 postponed to 12/12/23*)

8. **New Business**

- A. Potential reschedule or cancellation of December 26th Village Board Meeting
- B. Appointments to Parks Advisory Committee

9. **Adjournment**

**Village Board Meeting
November 28, 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: Trustee Pierce, Trustee Stillman, Trustee Lambrecht, Trustee Martin, Trustee McManus, Trustee Wishau and President Weatherston.

Absent: None

Staff: Also present were Administrator Kathryn Kasper, Public Services Administrator Tony Bunkelman, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Village Attorney/HR Manager Tyler Helsel and Village Attorney Elaine Ekes.

4 – Approval of Minutes

Village Board – November 14, 2023

A motion was made by Trustee Martin and seconded by Trustee Pierce to amend the minutes to reflect the following: Trustee Pierce objected to voting for an applicant for the Trustee #3 position in the November 14 meeting because contrary to past practice, there had been no opportunity to interview any of the candidates and the process lacked openness and transparency. Trustee Martin also objected to voting at that meeting on the same grounds and also because it failed to follow the procedure described in an Oct.11 memo sent to all trustees by the clerk, which set out the consensus reached in the Oct.10 Board meeting. There was no further communication relating to the process. President Weatherston and Trustee Stillman did meet in November shortly before Trustee Stillman nominated Michael Lambrecht, seconded by President Weatherston

Roll call vote:

Trustee Pierce – aye	Trustee Martin – aye
Trustee McManus – nay	Trustee Wishau – nay
Trustee Stillman – nay	President Weatherston – nay
Trustee Lambrecht - nay	

Motion by Trustee Stillman to approve the Village Board minutes of the following meeting(s) as printed. Seconded by Trustee McManus. Motion carried (5-2).

5 – Public Comment

Alison McCulloch, President of Village of Wind Point came to thank the Fire Department for their participation in the Village's holiday celebration.

6 – Committee Reports

6A (1) - (Approval of A/P checks)

Motion by Trustee Wishau to approve the A/P checks as presented for \$756,778.00. Seconded by Trustee Pierce. Motion carried, unanimously.

6A (2) - Approval of Amended Class A Combo Liquor License/ Mega Marts, LLC / Trade Name – Pick’N Save – 5111 Douglas Ave / Katie Allard, Agent

Motion by Trustee Martin to approve the Change of Agent amendment to the Class A Combo Liquor License Mega Marts, LLC / Trade Name – Pick’N Save – 5111 Douglas Ave / Katie Allard, Agent. Seconded by Trustee McManus. Motion carried, unanimously.

7 – Ordinances and Resolutions

7A – Resolution 2023-123– Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Real Racine For Tourism Services (Village Board only)

Motion by Trustee Martin to postpone to December 12, 2023 meeting Resolution 2023-123– Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Real Racine For Tourism Services (Village Board only) Seconded by Trustee McManus. Motion carried, unanimously.

7B. Resolution 2023-124 – A Resolution Approving An Amended Professional Services Agreement With Ehlers To Include Financial Services Related To The Formation Of A New TID District. (Village Board only)

Administrator Kasper provided an overview of this project, timeline of prior presentations and then asked S.R. Mills from Bear Development to explain the need for TID in the residential infill portion of the proposed district. Laura Million from RCEDC spoke to support the need in the region for residential development and how that relates to future commercial development. Jon Cameron from Ehlers spoke on Bear’s proposed project within the TID and the potential benefits to the community by pursuing this project.

Motion by Trustee McManus to approve Resolution 2023-124 – A Resolution Approving An Amended Professional Services Agreement With Ehlers To Include Financial Services Related To The Formation Of A New TID District. (Village Board only). Seconded by Trustee Stillman. Motion carried, unanimously.

8 – Closed Session Items

8A. The Village Board will consider a motion to convene into closed session pursuant to Wisconsin State Statutes Section 19.85(1)(g), conferring with legal counsel concerning strategy to be adopted with respect to litigation pertaining to the following: the Aqueous Film Forming Foams Product Liability Litigation, Multi-District Litigation No. 2:18-mn-2873 (3M and DuPont PFAS Litigation (Public Water Systems) Class Action Settlements).

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

Trustee Pierce – aye	Trustee Martin – aye
Trustee McManus – aye	Trustee Wishau – aye
Trustee Stillman – aye	President Weatherston – aye
Trustee Lambrecht – aye	

Motion carried, unanimously.

8B. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the item(s) discussed during the CLOSED SESSION and to move on to the remaining item(s) on this agenda or other agendas as posted.

Motion by Trustee Stillman to go into OPEN session. Seconded by Trustee Pierce. Motion carried unanimously.

Motion by Trustee Martin to have the Village remain in the class actions lawsuits surrounding PFAS. Seconded by Trustee Pierce. Motion carried, unanimously.

9 – Adjournment

President Weatherston adjourned the meeting at 7:14 p.m.

Respectfully prepared and submitted,

Kathryn Kasper, Village Administrator

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
A.W. OAKES & SONS, INC							
Storm Water Utility Fund	9	A.W. OAKES & SONS, INC	STH 32 - PAY	PAY APP 6 - STH 32 STREAM RE	11/21/2023	5,000.00	502-00-65154 HWY 32 Stream Restoration
Total A.W. OAKES & SONS, INC:						5,000.00	
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	730118	11/01/2023 DENTAL INSURANCE	11/01/2023	4,705.36	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	730118	11/01/2023 DENTAL INSURANCE	11/01/2023	3,515.16	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	730118	11/01/2023 VISION INSURANCE	11/01/2023	906.72	100-21536-000 Vision Deductions
General Fund	498	ACH - DELTA DENTAL	730118	11/01/2023 DENTAL INSURANCE	11/01/2023	116.40	100-21534-000 Dental Deductions
Total ACH - DELTA DENTAL:						9,243.64	
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	VC-20231202	12/07/2023 PET INSURANCE PR	12/02/2023	233.46	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						233.46	
ACH - QUADIENT FINANCE USA INC							
General Fund	3898	ACH - QUADIENT FINANCE USA	RACINE00000	POSTAGED ADDED 11/13/2023	11/30/2023	999.31	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:						999.31	
ACH - SUPERFLEET							
General Fund	1730	ACH - SUPERFLEET	EJ994 101820	FUEL FOR CFD VEHICLES	10/30/2023	973.77	100-35-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ994111823	FUEL FOR CFD VEHICLES	11/28/2023	956.70	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						1,930.47	
ACH - WE ENERGIES							
Sewer Utility Fund	380	ACH - WE ENERGIES	4790517249	OCTOBER 23 - GAS & ELECTRI	10/30/2023	10,565.25	501-00-64140 Utilities
Water Utility Fund	380	ACH - WE ENERGIES	4790517249	OCTOBER 23 - GAS & ELECTRI	10/30/2023	1,076.86	500-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	4790517249	OCTOBER 23 - GAS & ELECTRI	10/30/2023	221.63	502-00-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4799587201	BILLING PERIOD 10/3/2023 TO 1	11/28/2023	991.17	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4799587201	BILLING PERIOD 10/3/2023 TO 1	11/28/2023	2,277.42	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4799587201	BILLING PERIOD 10/3/2023 TO 1	11/28/2023	206.21	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4799587201	BILLING PERIOD 10/3/2023 TO 1	11/28/2023	2,810.78	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4799587201	BILLING PERIOD 10/3/2023 TO 1	11/28/2023	341.82	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4799587201	BILLING PERIOD 10/3/2023 TO 1	11/28/2023	1,157.92	100-90-64290 Street Lighting
Cemetery Fund	380	ACH - WE ENERGIES	4799587201	BILLING PERIOD 10/3/2023 TO 1	11/28/2023	14.73	220-00-64140 Utilities
Capital Projects Fund	380	ACH - WE ENERGIES	4799587201	BILLING PERIOD 10/3/2023 TO 1	11/28/2023	250.90	400-75-65025 PSB-Village Sourced Bldg Impr
General Fund	380	ACH - WE ENERGIES	4802506742	STREET LIGHTS 10/10/2023 TO	11/08/2023	11,752.96	100-90-64290 Street Lighting
General Fund	380	ACH - WE ENERGIES	4815823962	BILLING PERIOD 10/16/2023 TO	11/28/2023	20.48	100-70-64140 Utilities

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
BEAR GRAPHICS							
General Fund	187	BEAR GRAPHICS	925261	300 - MILITARY ABSENTEE BAL	09/28/2023	177.00	100-12-64060 Copying & Printing
General Fund	187	BEAR GRAPHICS	925261	300 - MILITARY ABSENTEE BAL	09/28/2023	177.00	100-12-64060 Copying & Printing
General Fund	187	BEAR GRAPHICS	925261	500 - SPECIAL VOTING DEPUTY	09/28/2023	219.00	100-12-64060 Copying & Printing
General Fund	187	BEAR GRAPHICS	925261	FREIGHT	09/28/2023	11.53	100-12-64040 Postage & Shipping
Total BEAR GRAPHICS:						584.53	
BUILDING PERMIT REFUND VENDOR							
General Fund	271	BUILDING PERMIT REFUND VE	2021-418	6034 CTH V SITE RESTORATIO	12/07/2023	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	23-E-347	11/22/2023 REFUND OWNER FO	11/22/2023	127.00	100-00-44350 Electrical Permits
Total BUILDING PERMIT REFUND VENDOR:						1,127.00	
BUY RIGHT, INC.							
Water Utility Fund	273	BUY RIGHT, INC.	14873-416254	DIESEL EXHAUST FLUID / VEHI	10/31/2023	44.91	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-416254	DIESEL EXHAUST FLUID / VEHI	10/31/2023	134.73	501-00-63200 Fuel, Oil, Fluids
General Fund	273	BUY RIGHT, INC.	14873-416791	#216 BRAKES/ROTORS	12/06/2023	365.24	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	418364	TIE ROD FOR M-20	11/29/2023	92.49	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						637.37	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	592366	KITCHEN PAPER TOWEL AND D	11/21/2023	34.24	100-43-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	598010	BATH TISSUE, DAWN, HANDTO	12/01/2023	26.36	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	598010	JANITORIAL SUPPLIES	12/01/2023	193.77	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	790896	PAPER TOWEL	12/06/2023	32.99	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:						287.36	
CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	60059217 - RE	REPLACE CK # 87182	12/05/2023	175.95	100-90-60000 Insurance Deductible/Stop Loss
General Fund	3962	CONSERV FS INC.	777004562	4001GL UNLEADED GAS	12/04/2023	10,294.57	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						10,470.52	
CUMMINS SALES AND SERVICES							
General Fund	429	CUMMINS SALES AND SERVICE	F6-65753	REPAIRS ENGINE 11	12/06/2023	3,161.22	100-35-63300 Vehicle Repairs & Maintenance
Total CUMMINS SALES AND SERVICES:						3,161.22	
FERGUSON WATERWORKS #1476							
Water Utility Fund	1810	FERGUSON WATERWORKS #14	0395014	HYDRANT PARTS	10/03/2023	1,350.00	500-00-64240 Building Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total FERGUSON WATERWORKS #1476:						1,350.00	
FIRE SAFETY USA							
General Fund	651	FIRE SAFETY USA	179894	WATER CAN HARNESS	12/06/2023	65.00	100-35-64110 Small Equipment
Total FIRE SAFETY USA:						65.00	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	86703	RIVER BEND LIFT STATION SAF	10/27/2023	579.80	501-18725-000 CIP-Riverbend Safety Site
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	86706	HOODS CREEK ATTENUATION	10/27/2023	2,222.50	501-18736-000 CIP-Hoods Creek Attenuation
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	86708	MMSD 2050 SEWER SERVICE A	10/27/2023	147.20	501-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	86710	WASHINGTON MEADOWS WAT	10/27/2023	633.55	500-18737-107 CIP - WASHINGTON MEADOWS
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	86713	CUD GENERAL ENGINEERING	10/27/2023	2,646.80	500-00-61340 Engineering Design Charges
General Fund	666	FOTH INFRASTRUCTURE & EN	86713	CUD GENERAL ENGINEERING	10/27/2023	184.00	100-23163-011 Central Storage Warehouse
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	86715	SUNDANCE HEIGHTS WATER M	10/27/2023	1,071.14	500-18738-107 CIP - SUNDANCE HEIGHTS
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	87333	PROJECT 0021C031.11 BADGE	12/05/2023	11,212.66	414-23163-002 Caledonia Corp P-Intersections
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	87334	PROJECT 0022C031.10 BADGE	12/05/2023	528.80	414-23163-001 Caledonia Corp Park / Zilber
General Fund	666	FOTH INFRASTRUCTURE & EN	87335	PROJ. 0022C031.12 GLEN WAT	12/05/2023	16,716.77	100-23163-077 Glen At Waters Edge/6020 Erie
General Fund	666	FOTH INFRASTRUCTURE & EN	87336	PROJECT 0023C025.00 CORO	12/05/2023	1,640.60	100-23163-098 Corona Drive Extension
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						37,583.82	
FRANKSVILLE AUTOMOTIVE LLC							
Water Utility Fund	679	FRANKSVILLE AUTOMOTIVE LL	000015385	VEHICLE REPAIRS; NEW TIRES	11/28/2023	600.16	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	679	FRANKSVILLE AUTOMOTIVE LL	000015385	VEHICLE REPAIRS; NEW TIRES	11/28/2023	600.16	501-00-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15392	#204 OIL CHANGE/TIRE ROTATI	11/30/2023	105.58	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15393	#203 OIL CHANGE/NEW TIRES	11/30/2023	215.61	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15404	#214 OIL CHANGE	12/04/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15411	#206 OIL CHANGE	12/06/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	178	#216 OIL CHANGE	11/28/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	182	#215 OIL CHANGE/NEW FRONT	11/27/2023	136.96	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						1,837.69	
G & F EXCAVATING							
Water Utility Fund	687	G & F EXCAVATING	35904	WATER MAIN REPAIRS	11/10/2023	4,707.50	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35966	WATER MAIN REPAIR @ CREST	11/02/2023	4,272.50	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35982	FIRE HYDRANT - PINE TREE CI	11/29/2023	5,538.75	500-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:						14,518.75	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
GENERAL COMMUNICATIONS, INC.							
General Fund	709	GENERAL COMMUNICATIONS, I	323795	LIGHTS REPAIR FOR BATT-11	11/29/2023	466.00	100-35-63300 Vehicle Repairs & Maintenance
Total GENERAL COMMUNICATIONS, INC.:						466.00	
GRAINGER							
Water Utility Fund	3290	GRAINGER	9886641514	GARAGE DOOR HINGE	10/27/2023	20.32	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	3290	GRAINGER	9886641514	GARAGE DOOR HINGE	10/27/2023	20.32	501-00-64240 Building Repairs & Maintenance
Total GRAINGER:						40.64	
HERO INDUSTRIES, INC							
Donation Fund	9310	HERO INDUSTRIES, INC	16971	CHALLENGE COIN ORDER	11/10/2023	2,241.00	250-30-64190 Police Dept Donations
Total HERO INDUSTRIES, INC:						2,241.00	
HILLER FORD							
General Fund	9211	HILLER FORD	511778	#216 GASKETS/SPARK PLUGS	11/02/2023	1,035.70	100-30-63300 Vehicle Repairs & Maintenance
General Fund	9211	HILLER FORD	513186	#215 SPARK PLUGS/IGNITIAN C	11/30/2023	979.91	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:						2,015.61	
JOHNS DISPOSAL SERVICE, INC.							
Refuse Fund	967	JOHNS DISPOSAL SERVICE, IN	1236770	NOVEMBER 2023; CONTRACTE	11/28/2023	96,413.03	240-00-62100 Contracted Services
Recycling Fund	967	JOHNS DISPOSAL SERVICE, IN	1236770	NOVEMBER 2023; CONTRACTE	11/28/2023	47,548.59	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:						143,961.62	
JOURNAL TIMES							
TID #4 Fund	1565	JOURNAL TIMES	127674	PHN LAND USE AMENDMENT -	12/01/2023	46.41	414-00-61000 Professional Services
General Fund	1565	JOURNAL TIMES	131138	23JRB 1020 ANNUAL NOTICE	12/01/2023	26.12	100-60-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	131169	REZONE 12800 ADAMS RD VILL	12/01/2023	78.82	100-60-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	131171	PHN - REZONE - 4913 7 MILE R	12/01/2023	78.83	100-23163-100 4913 7 Mile Rd - Rodriguez
General Fund	1565	JOURNAL TIMES	132664	PHN - SETBACK VARIANCE - 33	12/01/2023	96.12	100-60-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	133084	VOC BUDGET PUBLIC HEARIN	12/01/2023	182.65	100-14-64070 Work Supplies
General Fund	1565	JOURNAL TIMES	133085	2023 TRUSTEE 3 VACANCY	12/01/2023	24.19	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	133086	VOC TYPE A NOTICE	12/01/2023	37.72	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	134401	PH NOTICE - SETBACK VARIAN	12/01/2023	101.31	100-60-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	134622	DOUGLAS AVE PARKVIEW IV P	12/01/2023	103.04	100-23163-046 Parkview IV (Alf McConnell)
General Fund	1565	JOURNAL TIMES	134623	PH NOTICE REZONE USH 41	12/01/2023	103.04	100-23163-069 7952 USH 41 - Joy Peter
General Fund	1565	JOURNAL TIMES	134966	ORDINANCE 2023-15	12/01/2023	20.32	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	134967	VOC ORDINANCE 2023-16	12/01/2023	159.41	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	134968	ORDINANCE 2023-17	12/01/2023	136.16	100-11-64010 Notifications/Publications

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1565	JOURNAL TIMES	134969	ORDINANCE 2023-18	12/01/2023	143.91	100-11-64010 Notifications/Publications
Total JOURNAL TIMES:						1,338.05	
K & M TIRE- DEKALB							
General Fund	9314	K & M TIRE- DEKALB	422200937	FOUR TIRES	11/28/2023	539.76	100-30-63300 Vehicle Repairs & Maintenance
Total K & M TIRE- DEKALB:						539.76	
KLAMM AUTO BODY, INC							
General Fund	9264	KLAMM AUTO BODY, INC	57773	WHEEL ALIGNMENT M-12	11/29/2023	380.76	100-35-63300 Vehicle Repairs & Maintenance
General Fund	9264	KLAMM AUTO BODY, INC	57823	ALIGNMENT FOR MED 20	12/06/2023	1,090.96	100-35-63300 Vehicle Repairs & Maintenance
Total KLAMM AUTO BODY, INC:						1,471.72	
KORTENDICK HARDWARE							
Water Utility Fund	1096	KORTENDICK HARDWARE	161378	PROPANE & POLY PUSHER	10/26/2023	134.98	500-00-64110 Small Equipment
Water Utility Fund	1096	KORTENDICK HARDWARE	161378	PROPANE & POLY PUSHER	10/26/2023	17.09	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	161378	PROPANE & POLY PUSHER	10/26/2023	17.09	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	161399	PROPANE FILL/GALLON	10/27/2023	31.24	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1096	KORTENDICK HARDWARE	161399	PROPANE FILL/GALLON	10/27/2023	31.24	501-00-63200 Fuel, Oil, Fluids
Water Utility Fund	1096	KORTENDICK HARDWARE	161482	BATTERIES	10/31/2023	85.13	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	161482	BATTERIES	10/31/2023	85.13	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	161499	SHOP LIGHT MOUNTING MATE	10/31/2023	7.31	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	161499	SHOP LIGHT MOUNTING MATE	10/31/2023	7.30	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1096	KORTENDICK HARDWARE	161601	AIR FILTER, SAWZALL BLADE, B	11/03/2023	70.71	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	161601	AIR FILTER, SAWZALL BLADE, B	11/03/2023	70.71	501-00-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	161644	TRASH BAGS	12/05/2023	30.58	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	161800	FUEL CAN REPLACEMENT SPO	11/13/2023	9.89	100-70-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	161963	TOILET SEAT & PARTS	11/20/2023	28.79	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	161963	TOILET SEAT & PARTS	11/20/2023	28.79	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1096	KORTENDICK HARDWARE	161986	BATTERIES, VALVE CHECK, SO	11/21/2023	33.09	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	161986	BATTERIES, VALVE CHECK, SO	11/21/2023	33.10	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	161989	PVC PIPE	11/21/2023	6.75	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	161989	PVC PIPE	11/21/2023	6.74	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	162095	DOOR SWEEP	11/28/2023	7.19	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	162095	DOOR SWEEP	11/28/2023	7.20	501-00-64070 Work Supplies
Total KORTENDICK HARDWARE:						750.05	
LANGE ENTERPRISES, INC.							
General Fund	1135	LANGE ENTERPRISES, INC.	85922	20 SIGN BLANKS	11/21/2023	698.50	100-41-64090 Road Maintenance Materials

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total LANGE ENTERPRISES, INC.:						698.50	
LEAGUE OF WISCONSIN MUNICIPALITIES							
General Fund	1149	LEAGUE OF WISCONSIN MUNI	30431 11/17/20	MEMBERSHIP DUES - ID #30431	11/17/2023	8,941.86	100-16200-000 Prepaid Expenses
Total LEAGUE OF WISCONSIN MUNICIPALITIES:						8,941.86	
MAYER REPAIR							
General Fund	1260	MAYER REPAIR	20058S	REPAIRS TO M-11	12/06/2023	3,010.78	100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:						3,010.78	
MENARDS RACINE							
Water Utility Fund	1281	MENARDS RACINE	75414	PROPANE CYLINDER	10/26/2023	253.98	500-00-64110 Small Equipment
Water Utility Fund	1281	MENARDS RACINE	75414	WORK SUPPLIES	10/26/2023	20.95	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1281	MENARDS RACINE	75414	WORK SUPPLIES	10/26/2023	20.95	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1281	MENARDS RACINE	75681	SHOP LIGHTS	10/31/2023	39.99	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1281	MENARDS RACINE	75681	BATTERIES & E-STAR DEHUMID	10/31/2023	336.43	501-00-64070 Work Supplies
Sewer Utility Fund	1281	MENARDS RACINE	75681	SHOP LIGHTS	10/31/2023	39.99	501-00-64240 Building Repairs & Maintenance
Capital Projects Fund	1281	MENARDS RACINE	76341	TV MOUNTS FOR THE NEW PS	11/29/2023	1,760.48	400-75-65025 PSB-Village Sourced Bldg Impr
General Fund	1281	MENARDS RACINE	77367	DRIVEWAY MARKERS	11/28/2023	89.55	100-43-64260 Grounds Repairs & Maintenance
General Fund	1281	MENARDS RACINE	77514	MISC HARDWARE	12/07/2023	80.40	100-41-64250 Equipment Repairs & Maintenanc
Total MENARDS RACINE:						2,642.72	
MID AMERICA							
General Fund	9304	MID AMERICA	0235207	Q3 - 2023 ADMIN/PLATFORM FE	12/05/2023	1,770.00	100-90-61000 Professional Services
Total MID AMERICA:						1,770.00	
MIDWEST FORMS & SUPPLY, LLC							
Water Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	7405	MARKING PAINT	10/25/2023	554.40	500-00-64070 Work Supplies
Sewer Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	7405	MARKING PAINT	10/25/2023	306.54	501-00-64070 Work Supplies
Storm Water Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	7405	MARKING PAINT	10/25/2023	306.54	502-00-64070 Work Supplies
Total MIDWEST FORMS & SUPPLY, LLC:						1,167.48	
MILWAUKEE LIGHTBULBS							
Water Utility Fund	1337	MILWAUKEE LIGHTBULBS	0257457-IN	LAMPS AND BALLASTS FOR OF	10/31/2023	62.83	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1337	MILWAUKEE LIGHTBULBS	0257457-IN	LAMPS AND BALLASTS FOR OF	10/31/2023	62.83	501-00-64240 Building Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total MILWAUKEE LIGHTBULBS:						125.66	
MP SYSTEMS INC							
Capital Projects Fund	9307	MP SYSTEMS INC	PJ990000279	4 MILE EMERGENCY SIGNALS -	10/31/2023	34,834.73	400-75-65025 PSB-Village Sourced Bldg Impr
Total MP SYSTEMS INC:						34,834.73	
MYSTAIRE							
Capital Projects Fund	9312	MYSTAIRE	0017511-IN	DOWNFLOW WORKSTATION	11/28/2023	4,896.00	400-75-65025 PSB-Village Sourced Bldg Impr
Total MYSTAIRE:						4,896.00	
NASSCO, INC.							
General Fund	1371	NASSCO, INC.	6362607	HIGH DENSITY CAN LINERS CL	11/21/2023	98.08	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6362609	TORK ROLL TOWEL AND JUMB	11/21/2023	139.36	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:						237.44	
NEWPORT BUILDERS							
Sewer Utility Fund	9144	NEWPORT BUILDERS	11212023	RECONCILIATION REQUEST - H	11/21/2023	418,633.36	501-18736-000 CIP-Hoods Creek Attenuation
Total NEWPORT BUILDERS:						418,633.36	
NORTH AMERICAN SAFETY SYSTEMS							
Water Utility Fund	1409	NORTH AMERICAN SAFETY SY	23-1709	ONSITE TRAINING; E.DEAN	11/29/2023	400.00	500-00-51300 Education/Training/Conferences
Sewer Utility Fund	1409	NORTH AMERICAN SAFETY SY	23-1709	ONSITE TRAINING; E.DEAN	11/29/2023	400.00	501-00-51300 Education/Training/Conferences
Total NORTH AMERICAN SAFETY SYSTEMS:						800.00	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2318920	WATER SAMPLES	10/31/2023	27.50	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2319801	WATER SAMPLES	11/15/2023	681.48	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						708.98	
OAK CREEK WATER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5250	WATER TESTS	10/23/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5257	WATER TESTS	11/03/2023	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:						730.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ONTECH SYSTEMS, INC							
General Fund	1071	ONTECH SYSTEMS, INC	85353	REPLACEMENT NETWORK SWI	11/30/2023	8,796.00	100-90-60000 Insurance Deductible/Stop Loss
General Fund	1071	ONTECH SYSTEMS, INC	85478	NOV-23; MONTHLY IT MANAGE	11/30/2023	4,128.00	100-90-64300 IT Maintenance & Subscriptions
Capital Projects Fund	1071	ONTECH SYSTEMS, INC	85828	NOV-23; PSB IT INFRASTRUCT	11/30/2023	6,299.50	400-75-65025 PSB-Village Sourced Bldg Impr
General Fund	1071	ONTECH SYSTEMS, INC	85829	NOV-23; IT DIRECT TICKET SUP	11/30/2023	6,157.20	100-90-64310 IT Contracted Services
Total ONTECH SYSTEMS, INC:						25,380.70	
PATS SERVICES INC.							
Recycling Fund	1462	PATS SERVICES INC.	A-259326	PORTABLE TOILET RENTAL - C	11/22/2023	120.00	241-00-62100 Contracted Services
Total PATS SERVICES INC.:						120.00	
PAUL CONWAY SHIELDS							
General Fund	1466	PAUL CONWAY SHIELDS	0515282	12" LADDER RUNG FOR E-11	12/06/2023	218.48	100-35-64250 Equipment Repairs & Maintenanc
Total PAUL CONWAY SHIELDS:						218.48	
POMPS TIRE SERVICE							
General Fund	1517	POMPS TIRE SERVICE	160144378	PLUG AND PATCH TIRES ON Q-	11/22/2023	182.27	100-35-63300 Vehicle Repairs & Maintenance
Total POMPS TIRE SERVICE:						182.27	
PRESSURE WASHERS DIRECT							
Capital Projects Fund	9313	PRESSURE WASHERS DIRECT	PWD3670908	PRESSURE WASHER	11/30/2023	1,669.99	400-75-65025 PSB-Village Sourced Bldg Impr
Total PRESSURE WASHERS DIRECT:						1,669.99	
PRUITT, EKES & GEARY, SC							
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3222	HINTZ BIOSOLIDS STORAGE C	12/05/2023	3,469.15	414-23163-003 Hintz Biosolids Building
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	RACINE CO YOUTH DEV & CAR	12/05/2023	156.60	100-23163-060 Racine Co YD & CC
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	PFAS LAWSUIT	12/05/2023	852.60	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	CRAWFORD SUBDIVISION	12/05/2023	435.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	MUNICIPAL PROSECUTIONS, P	12/05/2023	191.40	100-90-61110 Attorney - Municipal Court
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	POLICE & FIRE COMMISSION	12/05/2023	1,148.40	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	PARKVIEW PHASE IV	12/05/2023	174.00	100-23163-046 Parkview IV (Alf McConnell)
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	PAD F TID SCANNELL	12/05/2023	487.20	100-23163-043 Scannel Properties 499-DeBack
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	CCM/CARDINAL WATER'S EDG	12/05/2023	139.20	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	DOUGLAS AVE - PROPOSED TI	12/05/2023	69.60	100-90-61100 Legal Fees
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3222	ASHLEY CAPITAL - SOUTH HILL	12/05/2023	1,161.50	414-00-61000 Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	ORDINANCES, RESOLUTIONS	12/05/2023	3,451.75	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3222	OPINIONS/LEGAL INTERPRETA	12/05/2023	893.95	100-90-61100 Legal Fees

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total PRUITT, EKES & GEARY, SC:						12,630.35	
PURPOSE CONTRACTING ASPHALT LLC							
Capital Projects Fund	1538	PURPOSE CONTRACTING ASP	P2023244	KENRICH ROAD PATCH	09/25/2023	15,000.00	400-41-65080 Road Improvements
Total PURPOSE CONTRACTING ASPHALT LLC:						15,000.00	
RACINE COUNTY TREASURER							
General Fund	1561	RACINE COUNTY TREASURER	NOVEMBER 2	NOVEMBER 23 MUNI COURT FI	12/04/2023	3,492.68	100-00-45110 Muni Court Fines
Total RACINE COUNTY TREASURER:						3,492.68	
RACINE WATER & WASTEWATER UTILITIES							
Water Utility Fund	1574	RACINE WATER & WASTEWATE	WAINV-16980	Q3-2023; BAC-T SAMPLES	10/26/2023	1,350.00	500-00-62560 Water Sampling and Testing
Total RACINE WATER & WASTEWATER UTILITIES:						1,350.00	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00054967	FILTERS	11/30/2023	268.54	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00054987	AIR DRYER #12	12/06/2023	209.56	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00055001	BRAKE SHOES	12/05/2023	185.08	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						663.18	
ROTO-ROOTER SERVICES COMPANY							
General Fund	9311	ROTO-ROOTER SERVICES CO	25-25511829	CLEAR BACK UP IN URINAL AT	11/29/2023	731.00	100-35-64240 Building Repairs & Maintenance
Total ROTO-ROOTER SERVICES COMPANY:						731.00	
SHRED-IT USA							
General Fund	1800	SHRED-IT USA	8005405896	OCT. 2023 - ON SITE SHRED C	11/25/2023	18.01	100-43-62100 Contracted Services
General Fund	1800	SHRED-IT USA	8005405896	NOV. 2023 - ON SITE SHRED C	11/25/2023	18.01	100-43-62100 Contracted Services
General Fund	1800	SHRED-IT USA	8005405896	RECYCLING RECOVERY SURC	11/25/2023	13.64	100-43-62100 Contracted Services
Total SHRED-IT USA:						49.66	
SME SEASONAL SERVICES LLC							
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6822	MOWING - 5 1/2 & CHARLES (10	11/10/2023	178.50	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6833	MOWING - SINGLE CUT OF ALL	11/10/2023	2,300.00	502-00-64260 Grounds Repairs & Maintenance
General Fund	1813	SME SEASONAL SERVICES LL	6835	MOWING - MAPLE PARK (10/2/2	11/17/2023	240.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6835	MOWING - CHAPLA PARK (10/2/	11/17/2023	340.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6835	MOWING - CRAWFORD PARK (1	11/17/2023	700.00	100-70-62700 Grounds Service

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title		
General Fund	1813	SME SEASONAL SERVICES LL	6835	MOWING - GORNEY PARK (10/2	11/17/2023	1,200.00	100-70-62700	Grounds Service	
General Fund	1813	SME SEASONAL SERVICES LL	6835	MOWING - VILLAGE HALL (10/2/	11/17/2023	280.00	100-43-62100	Contracted Services	
General Fund	1813	SME SEASONAL SERVICES LL	6835	MOWING - NICHOLSON WILDLI	11/17/2023	400.00	100-70-62700	Grounds Service	
General Fund	1813	SME SEASONAL SERVICES LL	6835	MOWING - OTHER --7209 DOUG	11/17/2023	270.00	100-43-62100	Contracted Services	
Cemetery Fund	1813	SME SEASONAL SERVICES LL	6835	MOWING - CALEDONIA CEMET	11/17/2023	800.00	220-00-62700	Grounds Services	
Total SME SEASONAL SERVICES LLC:						6,708.50			
STATE OF WISCONSIN									
General Fund	1861	STATE OF WISCONSIN	NOVEMBER 2	NOVEMBER 2023 MUNI COURT	12/04/2023	8,940.94	100-00-45110	Muni Court Fines	
Total STATE OF WISCONSIN:						8,940.94			
STREICHERS									
General Fund	1895	STREICHERS	I1654571	NEW HIRE VEST OFC BAYLES	09/13/2023	835.00	100-30-50280	Clothing Allowance	
General Fund	1895	STREICHERS	I1667406	NEW HIRE VEST OFC BAYLES	11/27/2023	165.00	100-30-50280	Clothing Allowance	
General Fund	1895	STREICHERS	I1668577	NEW HIRE SEPANSKI VEST	12/01/2023	1,000.00	100-30-50280	Clothing Allowance	
Total STREICHERS:						2,000.00			
STRYKER SALES CORPORATION									
General Fund	8	STRYKER SALES CORPORATIO	9205055059	NISP CUFFS, INFANT & ADULT L	11/29/2023	73.32	100-35-64280	Medical Supplies	
General Fund	8	STRYKER SALES CORPORATIO	9205056440	NIBP CUFFS - CHILD	11/29/2023	32.63	100-35-64280	Medical Supplies	
General Fund	8	STRYKER SALES CORPORATIO	9205064141	REPLACEMENT AED'S; VILLAG	11/30/2023	9,586.96	100-43-64110	Small Equipment	
Capital Projects Fund	8	STRYKER SALES CORPORATIO	9205064141	AED'S FOR NEW PSB	11/30/2023	4,793.48	400-75-65025	PSB-Village Sourced Bldg Impr	
Capital Projects Fund	8	STRYKER SALES CORPORATIO	9205066437	CREDIT FOR RETURN OF OLD	11/30/2023	-495.00	400-75-65025	PSB-Village Sourced Bldg Impr	
General Fund	8	STRYKER SALES CORPORATIO	9205066437	CREDIT FOR RETURN OF OLD	11/30/2023	-1,005.00	100-43-64110	Small Equipment	
Total STRYKER SALES CORPORATION:						12,986.39			
THE GLEN AT WATERS EDGE LLC									
TID #5 Fund	9298	THE GLEN AT WATERS EDGE L	REIMBURSEM	TID 5 DEVELOPER REIMBURSE	11/27/2023	272,015.86	415-00-67700	Developer Payments	
Total THE GLEN AT WATERS EDGE LLC:						272,015.86			
TOTAL ENERGY SYSTEMS LLC									
Sewer Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV108163	GENERATOR REPAIR	10/25/2023	711.50	501-00-64250	Equipment Repairs & Maintenanc	
Sewer Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV109233	GENERATOR REPAIR	11/13/2023	6,184.88	501-00-64250	Equipment Repairs & Maintenanc	
TOTAL ENERGY SYSTEMS LLC:						6,896.38			
TYLER TECHNOLOGIES, INC.									
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114919	NOVEMBER 2023 INSTALLMEN	11/13/2023	7,083.34	100-90-62100	Contracted Services	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total TYLER TECHNOLOGIES, INC.:						7,083.34	
UTILITY VENDOR REFUND							
Sewer Utility Fund	8996	UTILITY VENDOR REFUND	003-6001-00 1	DUPLICATE SEWER PAYMENT	10/27/2023	170.00	501-13120-000 Workhorse receivable
Total UTILITY VENDOR REFUND:						170.00	
VERIZON WIRELESS							
General Fund	2068	VERIZON WIRELESS	9022340958	SUBPOENA PHONE CONTENT	11/24/2023	50.00	100-30-61000 Professional Services
Total VERIZON WIRELESS:						50.00	
VERMEER WISCONSIN INC							
Capital Projects Fund	2069	VERMEER WISCONSIN INC	20275660	BRUSH CHIPPER	12/05/2023	100,538.00	400-41-65030 Equipment
Total VERMEER WISCONSIN INC:						100,538.00	
VILLAGE OF MT. PLEASANT							
General Fund	2082	VILLAGE OF MT. PLEASANT	0057841	STATION 10 BILLING - 3RD QUA	11/06/2023	3,229.05	100-35-64140 Utilities
General Fund	2082	VILLAGE OF MT. PLEASANT	0057841	STATION 10 BILLING - 3RD QUA	11/06/2023	699.47	100-35-64100 Janitorial Supplies
General Fund	2082	VILLAGE OF MT. PLEASANT	0057841	STATION 10 BILLING - 3RD QUA	11/06/2023	947.94	100-35-64070 Work Supplies
General Fund	2082	VILLAGE OF MT. PLEASANT	0057841	STATION 10 BILLING - 3RD QUA	11/06/2023	5,677.64	100-35-64240 Building Repairs & Maintenance
General Fund	2082	VILLAGE OF MT. PLEASANT	0057841	STATION 10 BILLING - 3RD QUA	11/06/2023	243.26	100-35-63300 Vehicle Repairs & Maintenance
General Fund	2082	VILLAGE OF MT. PLEASANT	CREDIT 12/5/2	CREDIT FOR TRAINING CHARG	12/06/2023	-199.90	100-35-63200 Fuel, Oil, Fluids
Total VILLAGE OF MT. PLEASANT:						10,597.46	
VON BRIESEN & ROPER SC							
General Fund	2091	VON BRIESEN & ROPER SC	442615	LABOR AND PERSONNEL - PRO	11/20/2023	5,200.00	100-90-61100 Legal Fees
Total VON BRIESEN & ROPER SC:						5,200.00	
WE ENERGIES							
Capital Projects Fund	2121	WE ENERGIES	4822293411	BILLING PERIOD 11/1/2023 TO 1	12/05/2023	545.89	400-75-65025 PSB-Village Sourced Bldg Impr
Total WE ENERGIES:						545.89	
WISCONSIN DOCUMENT IMAGING							
Water Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	231336	NOV-23; MONTHLY PRINTER/C	11/28/2023	52.20	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	231336	NOV-23; MONTHLY PRINTER/C	11/28/2023	52.21	501-00-64060 Copying & Printing
General Fund	9249	WISCONSIN DOCUMENT IMAGI	231336	NOV-23; MONTHLY PRINTER/C	11/28/2023	582.43	100-90-62300 Office Equipment Rental & Main

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total WISCONSIN DOCUMENT IMAGING:						686.84	
WISCONSIN HUMANE SOCIETY							
General Fund	2180	WISCONSIN HUMANE SOCIETY	2730	ANIMAL SHELTER CONTRACT -	12/01/2023	1,300.00	100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:						1,300.00	
Grand Totals:						1,324,662.35	

PAYMENT TOTALS BY FUND

CAPITAL PROJECTS FUND	\$ 241,935.18
CEMETARY FUND	\$ 814.73
DONATION FUND	\$ 2,241.00
GENERAL FUND	\$ 169,903.31
RECYCLING FUND	\$ 47,668.59
REFUSE FUND	\$ 96,413.03
SEWER UTILITY FUND	\$ 442,519.95
STORM WATER UTILITY FUND	\$ 8,006.67
TID #4 FUND	\$ 16,418.52
TID #5 FUND	\$ 272,015.86
WATER UTILITY FUND	\$ 26,725.51
TOTALS	\$1,324,662.35

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD							
General Fund	2434	US BANK CORPORATE CARD	AT & T	414 R05-0021	10/13/2023 COMMUNICATION T-	100-43-64150 Communication Services	395.02
General Fund	2434	US BANK CORPORATE CARD	POMPS TIRE SERVICE	1601427550	TIRE REPAIR	100-41-63300 Vehicle Repairs & Mainte	93.54
General Fund	2434	US BANK CORPORATE CARD	4IMPRINT, INC	26081391	WORK GEAR DPW	100-41-64070 Work Supplies	1,594.00
Water Utility Fund	2434	US BANK CORPORATE CARD	4IMPRINT, INC	26081391	WORK GEAR WATER	500-00-64190 Miscellaneous Expenses	217.30
Storm Water Utility	2434	US BANK CORPORATE CARD	4IMPRINT, INC	26081391	WORK GEAR STORM	502-00-64190 Miscellaneous Expenses	144.72
Sewer Utility Fund	2434	US BANK CORPORATE CARD	4IMPRINT, INC	26081391	WORK GEAR SEWER	501-00-64190 Miscellaneous Expenses	217.30
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051355	.84TN	100-41-64090 Road Maintenance Materi	146.16
General Fund	2434	US BANK CORPORATE CARD	POMPS TIRE SERVICE	160142953	NEW TIRE	100-41-63300 Vehicle Repairs & Mainte	377.54
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0921961-3	FLASH DRIVES BUREAU/BATTE	100-30-64030 Office Supplies	80.96
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-5216531-7	MECHANICS WORK GLOVES F	100-35-64070 Work Supplies	22.27
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-8092784-4	PHONE CHARGER	100-41-64070 Work Supplies	14.89
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-9906150-2	VACUUM PUMP	100-41-63300 Vehicle Repairs & Mainte	138.48
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-9906150-2	DESK ORGANIZER	100-41-64070 Work Supplies	30.19
General Fund	2434	US BANK CORPORATE CARD	WISCONSIN POLICE LEADERS	9854	CONFERENCE REGISTRATION	100-30-51300 Education/Training/Confe	275.00
General Fund	2434	US BANK CORPORATE CARD	AMERICAN HEART SHOP CPR	002482614	INSTRUCTOR CLASS FOR LEPA	100-35-51300 Education/Training/Confe	42.00
General Fund	2434	US BANK CORPORATE CARD	SCHAUER POWER CENTER	11732	ATV REPAIR; WINCH CABLE	100-30-63300 Vehicle Repairs & Mainte	523.00
General Fund	2434	US BANK CORPORATE CARD	HOTEL RETLAW	1178714	HOTEL STAY MUELLER ICS 400	100-30-51300 Education/Training/Confe	286.54
General Fund	2434	US BANK CORPORATE CARD	MARINE PARTS SOURCE	7107605	FRIDGE FOR M-20	100-35-64250 Equipment Repairs & Mai	1,006.01
General Fund	2434	US BANK CORPORATE CARD	MARINE PARTS SOURCE	7107605-1	CREDIT FOR TAX ON M-20 FRID	100-35-64110 Small Equipment	-47.91
Water Utility Fund	2434	US BANK CORPORATE CARD	COMFORT INN & SUITES	894167619	CROSS CONTROL CONFEREN	500-00-51300 Education/Training/Confe	552.42
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-1621066-9	WIRELESS REMOTE,CORD, MO	100-30-64030 Office Supplies	47.77
General Fund	2434	US BANK CORPORATE CARD	WALGREENS	0624-3239-814	CANDY FOR HALLOWEEN TO P	100-30-64000 Community Engagement	61.70
General Fund	2434	US BANK CORPORATE CARD	NASECA	10059	TRAINING REGISTRATION; A.W	100-42-51300 Education/Training/Confe	678.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7579552-9	OIL CHANGE KIT FOR UTV-11	100-35-63300 Vehicle Repairs & Mainte	50.82
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-5205031-6	SCREEN PROTECTOR	100-41-64070 Work Supplies	23.13
General Fund	2434	US BANK CORPORATE CARD	METALWORLD INC	36562	STEEL FLAT STOCK	100-41-63300 Vehicle Repairs & Mainte	34.30
General Fund	2434	US BANK CORPORATE CARD	SPEEDWAY/SUPER AMERICA	6298537	GAS FOR SQUAD 216	100-30-63200 Fuel, Oil, Fluids	37.63
General Fund	2434	US BANK CORPORATE CARD	SPEEDWAY/SUPER AMERICA	6298540	GAS FOR SQUAD 213	100-30-63200 Fuel, Oil, Fluids	33.66
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	72296 72317 7	7 - 30 CU YD CONTAINERS	241-00-62800 Waste Disposal	3,255.00
General Fund	2434	US BANK CORPORATE CARD	ACH - QUADIENT FINANCE USA	Q1050799	POSTAGE METER LEASE (11/21	100-90-62300 Office Equipment Rental	776.94
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051388	0.43TN COLD PATCH	100-41-64090 Road Maintenance Materi	74.82
General Fund	2434	US BANK CORPORATE CARD	OFFICE DEPOT	VPTT959A3YX	DIVIDERS/BINDERS	100-30-64030 Office Supplies	87.86
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	015536910142	INTERNET CHARGES 10/14/23-1	501-00-64150 Communication Services	89.99
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	015536910142	INTERNET CHARGES 10/14/23-1	500-00-64150 Communication Services	89.99
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2593361	ELECTRODES FOR THE AED'S	100-35-64280 Medical Supplies	1,584.73
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2593374	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	804.88
General Fund	2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-20231	OCT-23; MONTHLY TLO USAGE	100-30-62100 Contracted Services	127.40
General Fund	2434	US BANK CORPORATE CARD	RACINE COUNTY CLERK OF C	WCSRAC0052	TRANSCRIPTION OF JUDGEME	100-32-64070 Work Supplies	10.00
General Fund	2434	US BANK CORPORATE CARD	RACINE COUNTY CLERK OF C	WCSRAC0052	CONVENIENCE FEE TRANSCRI	100-32-64070 Work Supplies	.28
General Fund	2434	US BANK CORPORATE CARD	RITTERTECH	D19014-001	HYD FITTINGS	100-41-63300 Vehicle Repairs & Mainte	122.20

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	G98651	CAULK	100-41-63300 Vehicle Repairs & Mainte	23.72
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-5943229-4	FRAMES FOR AWARDS	100-30-64000 Community Engagement	48.45
General Fund	2434	US BANK CORPORATE CARD	FIVE BELOW	013286094922	WRAPPING PAPER FOR FOOD	100-30-64000 Community Engagement	18.90
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0331650-1	#210 REPLACEMENT MIRROR	100-30-63300 Vehicle Repairs & Mainte	28.58
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-1802806-9	BATTERIES, BINDER CLIPS	100-40-64070 Work Supplies	43.89
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-1802806-9	PAPER 8.5X11	100-40-64030 Office Supplies	31.12
General Fund	2434	US BANK CORPORATE CARD	FBI LEEDA INC	300082018	FBI LEEDA MEMBERSHIP; C.BO	100-30-51320 Memberships/Dues	50.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	DIGI KEY CORP	342593167	CENTRAL L.S. - COOLING FAN	501-00-64250 Equipment Repairs & Mai	118.20
General Fund	2434	US BANK CORPORATE CARD	BLISS COMPUTERS	51533	LCD SCREEN REPLACEMENT P	100-30-64030 Office Supplies	75.00
Storm Water Utility	2434	US BANK CORPORATE CARD	PAPA JOHNS	1087227889	CONFERENCE MEAL; T.B. TRAI	502-00-51300 Education/Training/Confe	15.01
General Fund	2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	414227	OCT-23; VEHICLE REPAIR PART	100-41-63300 Vehicle Repairs & Mainte	217.29
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	72372	30 CU YD CONTAINERS; QTY 5	241-00-62800 Waste Disposal	2,325.00
General Fund	2434	US BANK CORPORATE CARD	MIDSTATE TECH	F615E5T1	CHIEF OFFICER TRAINING LT. H	100-35-51300 Education/Training/Confe	273.22
Water Utility Fund	2434	US BANK CORPORATE CARD	TAPCO	s0740238	REPLACEMENT BARRICADE LI	500-00-64070 Work Supplies	225.75
Sewer Utility Fund	2434	US BANK CORPORATE CARD	TAPCO	s0740238	REPLACEMENT BARRICADE LI	501-00-64070 Work Supplies	225.75
General Fund	2434	US BANK CORPORATE CARD	LOCAL GOVERNMENT EDUCATI	TR-194346	CANCELLED CLERK TRAINING	100-11-51300 Education/Training/Confer	-154.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-3730275-9	VEHICLE MAINTENANCE ITEMS	100-35-63300 Vehicle Repairs & Mainte	48.85
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-2613149-7	FLOOD LIGHTS	100-41-63300 Vehicle Repairs & Mainte	164.97
General Fund	2434	US BANK CORPORATE CARD	PICK N SAVE	038992	CITIZENS ACADEMY GRADUATI	100-30-64000 Community Engagement	13.98
General Fund	2434	US BANK CORPORATE CARD	WISCONSIN CHIEFS OF POLIC	10048	MEMBERSHIP DUES FOR DC	100-16200-000 Prepaid Expenses	100.00
General Fund	2434	US BANK CORPORATE CARD	BATTERY WAREHOUSE DIREC	113807	BATTERIES	100-35-64070 Work Supplies	161.79
Capital Projects Fun	2434	US BANK CORPORATE CARD	CDW GOVERNMENT	1CCPWHG	MONITORS FOR PD; PSB; QTY	400-75-65025 PSB-Village Sourced Bld	2,412.25
General Fund	2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	39831938	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	105.31
Storm Water Utility	2434	US BANK CORPORATE CARD	RAISING CANES	70175	CONFERENCE MEAL; T.B. TRAI	502-00-51300 Education/Training/Confe	19.16
General Fund	2434	US BANK CORPORATE CARD	ARAMARK	860112340103	OCT-23; UNIFORMS	100-35-62100 Contracted Services	880.81
Capital Projects Fun	2434	US BANK CORPORATE CARD	BEST BUY	BBY01-806810	COMPUTER MONITORS; PSB; Q	400-75-65025 PSB-Village Sourced Bld	499.95
Storm Water Utility	2434	US BANK CORPORATE CARD	MOOYAH	20-11082023	CONFERENCE MEAL; T.B. TRAI	502-00-51300 Education/Training/Confe	19.49
General Fund	2434	US BANK CORPORATE CARD	MZEROA COM & REMOTE pILO	505816	DRONE CERTIFICATION TRAINI	100-30-51300 Education/Training/Confe	297.00
Water Utility Fund	2434	US BANK CORPORATE CARD	TRANSPORTATION SUPPLY	INV-123628-US	BARRICADE REPLACEMENT	500-00-64070 Work Supplies	415.50
Sewer Utility Fund	2434	US BANK CORPORATE CARD	TRANSPORTATION SUPPLY	INV-123628-US	BARRICADE REPLACEMENT	501-00-64070 Work Supplies	415.50
General Fund	2434	US BANK CORPORATE CARD	WISCONSIN POLICE LEADERS	10070	DC CONFERENCE FEE	100-16200-000 Prepaid Expenses	275.00
Storm Water Utility	2434	US BANK CORPORATE CARD	CONCOURSE HOTEL	1098734	HOTEL TAX REFUND; T.BUNKLE	502-00-51300 Education/Training/Confe	751.86
General Fund	2434	US BANK CORPORATE CARD	BRIAN HOUTSINGER SNAP	1110236042	LOCKPLIER & RACHET BIT	100-41-63300 Vehicle Repairs & Mainte	157.50
General Fund	2434	US BANK CORPORATE CARD	HOTEL RETLAW	11787114	HOTEL REFUND FOR TAXES C	100-30-51300 Education/Training/Confe	-34.09
Storm Water Utility	2434	US BANK CORPORATE CARD	TUNDRA LODGE RESORT	R82E65	HOTEL REFUND; M.COSS TRAI	502-00-51300 Education/Training/Confe	-98.00
Storm Water Utility	2434	US BANK CORPORATE CARD	TUNDRA LODGE RESORT	R82E65-121	HOTEL; M.COSS TRAINING	502-00-51300 Education/Training/Confe	196.00
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051457	MANHOLE RINGS	100-41-64090 Road Maintenance Materi	520.50
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	72432	30 CU YD CONTAINERS; QTY 10	241-00-62800 Waste Disposal	4,650.00
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051431	0.46TN COLD PATCH	100-41-64090 Road Maintenance Materi	80.04
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-2069019-9	RAKES	100-41-62300 Equipment Rental & Main	101.16
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5425001-1	SHOVELS	100-41-64090 Road Maintenance Materi	74.82

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-8532447-6	WORK LIGHTS	100-41-64250 Equipment Repairs & Mai	99.88
General Fund	2434	US BANK CORPORATE CARD	PAYPAL	57958764WX8	DT ZOLTAK FIELD SEARCH TRA	100-30-51300 Education/Training/Confe	495.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	USCC CALL CENTER	0616046468	NOVEMBER 23 HOODS CREEK	501-00-64150 Communication Services	7.02
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2596462,25956	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	1,826.50
Water Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	10/23/2023 TELEPHONE CHARG	500-00-64150 Communication Services	190.15
Sewer Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	10/23/2023 TELEPHONE CHARG	501-00-64150 Communication Services	190.15
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	10/23/2023 TELEPHONE CHARG	100-30-64150 Communication Services	1,665.09
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	10/23/2023 TELEPHONE CHARG	100-35-64150 Telephone	1,122.13
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	10/23/2023 TELEPHONE CHARG	100-43-64150 Communication Services	832.55
General Fund	2434	US BANK CORPORATE CARD	HARBOR FREIGHT	571184	HAND TRUCK FOR PD	100-30-64070 Work Supplies	178.49
Capital Projects Fun	2434	US BANK CORPORATE CARD	SAVAGE ARMS	TRAP005245	BULLET TRAP FOR NEW PSB	400-75-65025 PSB-Village Sourced Bld	3,255.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-4702490-7	BOTTLE W/BRUSH FIREARM M	100-30-64070 Work Supplies	56.35
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501110	NOVEMBER 2023 INTERNET SE	100-43-64150 Communication Services	1,501.26
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-4752954-0	PHONE MOUNTS	100-41-64070 Work Supplies	26.98
General Fund	2434	US BANK CORPORATE CARD	MCMaster-CARR	4105089	SCREWS FOR FIREARM MAINT	100-30-64070 Work Supplies	40.49
General Fund	2434	US BANK CORPORATE CARD	MIDWAYUSA.COM	60372294	SCREWDRIVER SET/TORQUE	100-30-64070 Work Supplies	102.72
Storm Water Utility	2434	US BANK CORPORATE CARD	CONCOURSE HOTEL	710718535267	ROOM TAX REFUND; T.BUNKLE	502-00-51300 Education/Training/Confe	-94.86
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051480	.79TN COLD PATCH	100-41-64090 Road Maintenance Materi	137.46
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-4294112-0	MOVING BOXES	100-30-64030 Office Supplies	61.61
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441611022	NOV 2023 PHONE AND INTERN	100-43-64150 Communication Services	1,843.75
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	72468 72479 7	9 - 30 CU YD CONTAINERS	241-00-62800 Waste Disposal	4,155.00
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	BP37CZ32	HOTEL RESERVATION; CHIEF'S	100-16200-000 Prepaid Expenses	99.00
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	URGNEIP8	HOTEL FEE HOLD FOR CHIEFS	100-16200-000 Prepaid Expenses	99.00
General Fund	2434	US BANK CORPORATE CARD	FRANK BOUCHER	219755	WHEEL CAP	100-41-63300 Vehicle Repairs & Mainte	24.45
Sewer Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9948194783	SCADA ALARM SYSTEM 10/2/23	501-00-64150 Communication Services	20.01
Water Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9948194783	SCADA ALARM SYSTEM 10/2/23	500-00-64150 Communication Services	20.00
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051458	.84TN COLD PATCH	100-41-64090 Road Maintenance Materi	146.16
General Fund	2434	US BANK CORPORATE CARD	WPY*MZEROACOM REMOTE PI	005140	DRONE TRAINING; K.BURNSID	100-30-51300 Education/Training/Confe	99.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-7311544-2	NETWORK ADAPTER FOR TRU	100-10-64190 Miscellaneous Expenses	33.94
General Fund	2434	US BANK CORPORATE CARD	MAIL N SHIP	130980	OVERNIGHT SHIPPING ESTOP	100-23163-043 Scannel Properties 499-	12.80
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2598016	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	452.78
Capital Projects Fun	2434	US BANK CORPORATE CARD	CDW GOVERNMENT	NG24305	NETWORK EQUIPMENT FOR N	400-75-65020 PSB-FGM Building Impro	2,168.12
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101110	INTERNET CHARGES 11/7/23-12	500-00-64150 Communication Services	167.62
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101110	INTERNET CHARGES 11/7/23-12	501-00-64150 Communication Services	167.63
Donation Fund	2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	3598	FOOD FOR LOUIE	250-30-64192 Police K9	60.85
General Fund	2434	US BANK CORPORATE CARD	ZOOM	INV228720375	NOV-23; ZOOM MEETING SERVI	100-60-61000 Professional Services	31.98
Capital Projects Fun	2434	US BANK CORPORATE CARD	CDW GOVERNMENT	NG54971	PSB; NETWORK SWITCHES FO	400-75-65025 PSB-Village Sourced Bld	2,496.88
General Fund	2434	US BANK CORPORATE CARD	ACTION TARGETS	W342228	CARDBOARD RANGE TARGET	100-30-64070 Work Supplies	70.86

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
Total US BANK CORPORATE CARD:							53,759.56
Grand Totals:							53,759.56

PAYMENTS BY FUND

CAPITAL PROJECTS FUND	\$10,832.20
DONATION FUND	\$ 60.85
GENERAL FUND	\$24,197.85
RECYCLING FUND	\$14,385.00
SEWER UTILITY FUND	\$ 1,451.55
STORM WATER UTILITY FUND	\$ 953.38
WATER UTILITY FUND	\$ 1,878.73
<u>TOTALS</u>	<u>\$53,759.56</u>

CHARTER ORDINANCE NO. 2023-001

A CHARTER ORDINANCE TO AMEND SECTION 2-3-1 OF THE VILLAGE OF CALEDONIA MUNICIPAL CODE OF ORDINANCES RELATED TO THE ELECTION OF VILLAGE BOARD; ELECTIONS; TRUSTEES; ACTING PRESIDENT

THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, DO HERewith ORDAIN AS FOLLOWS:

SECTION I

Pursuant to Sections 61.195 and 66.0101 of the Wisconsin Statutes, the Village of Caledonia hereby elects to amend Sec. 2-3-1 of the Village's Code of Ordinances and elects not to be governed by those provisions of Sections 61.20, 8.03, 8.05 or 8.30 of the Wisconsin Statutes relating to the terms of office for Village Trustee to the extent, if any, that said sections may be in conflict with this Charter Ordinance.

SECTION II

Section 2-3-1 of the Village of Caledonia Municipal Code of Ordinances pertaining to the Election of Trustees is hereby amended to read as follows:

“SEC. 2-3-1 VILLAGE BOARD; TRUSTEES; ELECTIONS TO.

- (a) **Election.** The Village Board of the Village of Caledonia shall consist of a President and six (6) Trustees. Each office shall have a term of two years. They shall include a President and Trustees numbered One through Six. The President and Trustees One, Three and Five shall be elected in the odd-numbered years. Trustees Two, Four and Six shall be elected in the even-numbered years. Notwithstanding any other provision of law to the contrary, no person shall be eligible to be nominated, elected or to serve in more than one (1) of the numbered seats for the office of Trustee of the Village of Caledonia at the same time. Notwithstanding any other provision of law to the contrary, no person shall be eligible to serve in one (1) of the numbered seats and as President at the same time.
- (b) **Acting President.** The President may designate another Trustee to chair Village Board meetings in his absence or when they remove themselves temporarily from the chair for purposes of debate or the making or seconding of a motion. This Section does not require the President to remove himself from the chair in order to debate or make or second a motion.”

SECTION III

Should any section, clause or provision of this charter ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION IV

All ordinances, or parts thereof, in conflict with any of the provisions of this charter ordinance are hereby repealed.

SECTION V

This Charter Ordinance shall take effect sixty (60) days after its passage and publication unless within such sixty (60) day period a referendum petition as provided by Section 66.0101(5) of the Wisconsin Statutes shall be filed, in which event this ordinance shall not take effect until it shall have been submitted to a referendum vote of the electors and approved by a majority of the electors voting thereon.

This charter ordinance was approved by at least a two-thirds (2/3) vote of the Village Board on this ____ day of December, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, President

Attest: _____
_____, Deputy Clerk

12-4-23 (Title 2-Charter)

ORDINANCE NO. 2023-19

**AN ORDINANCE TO AMEND SECTION 9-4-5 (b) OF THE CODE OF ORDINANCES
FOR THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING
TO THE REU CHARGE**

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

That Section 9-4-5 (b) of the Code of Ordinances for the Village of Caledonia be, and is hereby amended to read as follows:

“

- (b) **REU Charge.** In addition to the basic connection charge provided in (a) above, and prior to the issuance of a permit allowing connection to the sanitary sewerage system of the District, there shall be paid to the District and collected by the Village Treasurer on each lot, parcel of land or premises to be connected to the Districts' system a unit connection charge, in the amount of **\$2,550.00**, for each residential equivalent unit (REU) attributed to such lot, parcel of land or premises. The REU charge shall be paid upon issuance of a building permit by the Village.
- (1) For purposes of this subsection, each single-family residential housing unit shall constitute one REU, whether located within a one-family, multi-family, condominium, rental or owner-occupied unit. Cooperative residential buildings, institutional and nonresidential buildings shall be assigned REU numbers based upon the size of the water meter or meters servicing such buildings as set forth in the following table:

**VILLAGE OF CALEDONIA/CALEDONIA SEWER UTILITY DISTRICT
REU RATIO**

<u>Meter Size (inches)</u>	<u>Meter Type</u>	<u>Flow (gpm)</u>	<u>REU Ratio</u>
5/8"	Disc Meter - M25	25	1
5/8"	Ultrasonic	30	1.2
3/4"	Disc Meter - M35	35	1.4
3/4"	Ultrasonic	40	1.6
1"	Disc Meter - M55	55	2.2
1"	Disc Meter - M70	70	2.8
1"	Ultrasonic	62	2.5
1 1/2"	Disc Meter - M120	120	4.8
1 1/2"	Ultrasonic	100	4
2"	Disc Meter - M170	170	6.8
2"	Compound	200	8

2"	Ultrasonic	160	6.4
3"	Compound	450	18
3"	Ultrasonic	560	22.4
4"	Compound	1000	40
4"	Ultrasonic	1100	44
6"	Compound	2000	80
6"	Ultrasonic	2000	80
8"	Compound	4500	180
8"	Ultrasonic	3500	140
10"	Turbine	7000	280
12"	Turbine	8800	352

- (2) The connection charge collected under this subsection shall be placed in a separate account and shall be used for the payment of the costs of lift stations, force mains, detention facilities, interceptor mains and the expansion of Racine Wastewater facilities.

“

This Ordinance shall take effect upon adoption and publication as provided by law.

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

VILLAGE OF CALEDONIA


By: _____
Thomas Weatherston, President

Attest: _____
Megan O'Brien, Deputy Village Clerk

MEMORANDUM

DATE: Tuesday, August 29, 2023

TO: Caledonia Utility District

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

RE: Water Impact Fee / Sewer Connection Fee – Requested Ordinance change for REU on current meters

BACKGROUND INFORMATION

An analysis was performed on the meter flow rates that are in the Ordinance for the Water Impact Fee and the Sewer Connection Fee. The meters that are available today allow more flow and are more efficient in recording the flow through them.

The Ordinance values are based on a Residential Equivalent Unit or REU. The ¾” meter used for a single-family home in the Ordinance only allowed 15 gpm. The 5/8” meter installed by the Utility for a single-family home allows 25 gpm. With today’s residential meter allowing more flow through it, it is recommended that the REU values for the remaining meters be adjusted according to the new flow.

The attached spreadsheet compares the meters in the Ordinance vs the meters that the Utility District installs. In some situations, the REU value is decreased and, in some situations, the REU value is increased.

This change would not affect the single-family home cost as the research on a potential fee increase is ongoing. The change would affect larger water users (future users with meters 3” and larger).

It is recommended that the Utility District review the changes to the REU based on today’s meters, recommend that a change be made to the Ordinance, and direct staff to draft the Ordinance. The Ordinance when completed would be forwarded to the Legislative & Licensing Committee and Village Board for review and approval.

RECOMMENDATION

Move to approve update the REU value, recommend a change to the Village Ordinance, direct staff to draft the Ordinance revision, and forward the draft Ordinance to the Legislative & Licensing Committee and Village Board for approval.

Village Ordinance

Badger Meter

Meter Size	Meter Type	Flow	REU	Meter Size	Meter Type	Flow Min	Flow Max	REU
3/4"	Displacement	15	1.0	5/8"	Disc Meter - M25	0.25	25	1
				5/8"	Ultrasonic	0.04	30	1.2
				3/4"	Disc Meter - M35	0.375	35	1.4
				3/4"	Ultrasonic	0.05	40	1.6
1"	Displacement	25	2.5	1"	Disc Meter - M55	0.5	55	2.2
				1"	Disc Meter - M70	0.75	70	2.8
				1"	Ultrasonic	0.075	62	2.5
1 1/2"	Displacement	50	5.0	1 1/2"	Disc Meter - M120	1.25	120	4.8
				1 1/2"	Turbine	2.5	200	8
				1 1/2"	Ultrasonic	0.4	100	4
2"	Displacement	80	8.0	2"	Disc Meter - M170	1.5	170	6.8
2"	Compound	80	8.0	2"	Compound	0.25	200	8
2"	Turbine Cl. 1	80	8.0	2"	Turbine	2.5	310	12.4
2"	Turbine Cl. 2	100	10.0	2"	Ultrasonic	0.5	160	6.4
3"	Compound	160	16.0	3"	Compound	0.25	450	18
3"	Turbine Cl. 1	175	17.5	3"	Turbine	4	550	22
3"	Turbine Cl. 2	240	24.0	3"	Ultrasonic	0.37	560	22.4
4"	Compound	250	25.0	4"	Compound	0.375	1000	40
4"	Turbine Cl. 1	300	30.0	4"	Turbine	6	1250	50
4"	Turbine Cl. 2	420	42.0	4"	Ultrasonic	0.75	1100	44
6"	Compound	500	50.0	6"	Compound	0.375	2000	80
6"	Turbine Cl. 1	625	62.5	6"	Turbine	12	2500	100
6"	Turbine Cl. 1	920	92.0	6"	Ultrasonic	1.1	2000	80
8"	Compound	800	80.0	8"	Compound	1.25	4500	180
8"	Turbine Cl. 1	900	90.0	8"	Turbine	20	4500	180
8"	Turbine Cl. 1	1600	160.0	8"	Ultrasonic	2	3500	140
10"	Compound	1150	115.0	10"	Turbine	30	7000	280
10"	Turbine Cl. 1	1450	145.0					
10"	Turbine Cl. 1	2500	250.0					
12"	Turbine Cl. 1	2150	215.0	12"	Turbine	65	8800	352
12"	Turbine Cl. 1	3300	330.0					

ORDINANCE NO. 2023-20

AN ORDINANCE TO AMEND SECTION 9-1-56 (g) OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING TO THE REU CHARGE

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

That Section 9-1-56 (g) of the Code of Ordinances for the Village of Caledonia be, and is hereby amended to read as follows:

“

(g) **Fee Schedule.** The Water Impact Fee is adopted in the following amount: \$1,550.00 per standard residential equivalent unit (“REU”).

- (1) A 3/4-inch (or less) water meter is determined to be the service required for the standard REU. Each single-family residential unit, whether located within a one-family, multi-family, condominium, cooperative, rental or owner-occupied building, shall constitute one such REU.
- (2) Non-residential buildings shall be assigned a number of REU’s based on the size and type of water meter(s) that are installed in the building. The following table sets forth the REUs based on meter sizes:

REU Ratio Based on Meter Size

<u>Meter Size (inches)</u>	<u>Meter Type</u>	<u>Flow (gpm)</u>	<u>REU Ratio</u>
5/8"	Disc Meter - M25	25	1
5/8"	Ultrasonic	30	1.2
3/4"	Disc Meter - M35	35	1.4
3/4"	Ultrasonic	40	1.6
1"	Disc Meter - M55	55	2.2
1"	Disc Meter - M70	70	2.8
1"	Ultrasonic	62	2.5
1 1/2"	Disc Meter - M120	120	4.8
1 1/2"	Ultrasonic	100	4
2"	Disc Meter - M170	170	6.8
2"	Compound	200	8
2"	Ultrasonic	160	6.4
3"	Compound	450	18
3"	Ultrasonic	560	22.4
4"	Compound	1000	40

4"	Ultrasonic	1100	44
6"	Compound	2000	80
6"	Ultrasonic	2000	80
8"	Compound	4500	180
8"	Ultrasonic	3500	140
10"	Turbine	7000	280
12"	Turbine	8800	352

In some types of non-residential buildings, only water for fire protection is needed. In these cases or similar cases, the Utility District Commission may adjust the number of REUs assigned to that building, if appropriate documentation is provided by the owner. In these cases, the REUs may be calculated by the square feet of building space per meter size, with a standard of one REU equals 2,500 square feet of building space. The method which provides the greatest financial impact to the Utility shall be utilized.

“

This Ordinance shall take effect upon adoption and publication as provided by law.

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

VILLAGE OF CALEDONIA


By: _____
Thomas Weatherston, President

Attest: _____
Megan O'Brien, Deputy Village Clerk

MEMORANDUM

DATE: Tuesday, August 29, 2023

TO: Caledonia Utility District

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

RE: Water Impact Fee / Sewer Connection Fee – Requested Ordinance change for REU on current meters

BACKGROUND INFORMATION

An analysis was performed on the meter flow rates that are in the Ordinance for the Water Impact Fee and the Sewer Connection Fee. The meters that are available today allow more flow and are more efficient in recording the flow through them.

The Ordinance values are based on a Residential Equivalent Unit or REU. The ¾” meter used for a single-family home in the Ordinance only allowed 15 gpm. The 5/8” meter installed by the Utility for a single-family home allows 25 gpm. With today’s residential meter allowing more flow through it, it is recommended that the REU values for the remaining meters be adjusted according to the new flow.

The attached spreadsheet compares the meters in the Ordinance vs the meters that the Utility District installs. In some situations, the REU value is decreased and, in some situations, the REU value is increased.

This change would not affect the single-family home cost as the research on a potential fee increase is ongoing. The change would affect larger water users (future users with meters 3” and larger).

It is recommended that the Utility District review the changes to the REU based on today’s meters, recommend that a change be made to the Ordinance, and direct staff to draft the Ordinance. The Ordinance when completed would be forwarded to the Legislative & Licensing Committee and Village Board for review and approval.

RECOMMENDATION

Move to approve update the REU value, recommend a change to the Village Ordinance, direct staff to draft the Ordinance revision, and forward the draft Ordinance to the Legislative & Licensing Committee and Village Board for approval.

Village Ordinance

Badger Meter

Meter Size	Meter Type	Flow	REU	Meter Size	Meter Type	Flow Min	Flow Max	REU
3/4"	Displacement	15	1.0	5/8"	Disc Meter - M25	0.25	25	1
				5/8"	Ultrasonic	0.04	30	1.2
				3/4"	Disc Meter - M35	0.375	35	1.4
				3/4"	Ultrasonic	0.05	40	1.6
1"	Displacement	25	2.5	1"	Disc Meter - M55	0.5	55	2.2
				1"	Disc Meter - M70	0.75	70	2.8
				1"	Ultrasonic	0.075	62	2.5
1 1/2"	Displacement	50	5.0	1 1/2"	Disc Meter - M120	1.25	120	4.8
				1 1/2"	Turbine	2.5	200	8
				1 1/2"	Ultrasonic	0.4	100	4
2"	Displacement	80	8.0	2"	Disc Meter - M170	1.5	170	6.8
2"	Compound	80	8.0	2"	Compound	0.25	200	8
2"	Turbine Cl. 1	80	8.0	2"	Turbine	2.5	310	12.4
2"	Turbine Cl. 2	100	10.0	2"	Ultrasonic	0.5	160	6.4
3"	Compound	160	16.0	3"	Compound	0.25	450	18
3"	Turbine Cl. 1	175	17.5	3"	Turbine	4	550	22
3"	Turbine Cl. 2	240	24.0	3"	Ultrasonic	0.37	560	22.4
4"	Compound	250	25.0	4"	Compound	0.375	1000	40
4"	Turbine Cl. 1	300	30.0	4"	Turbine	6	1250	50
4"	Turbine Cl. 2	420	42.0	4"	Ultrasonic	0.75	1100	44
6"	Compound	500	50.0	6"	Compound	0.375	2000	80
6"	Turbine Cl. 1	625	62.5	6"	Turbine	12	2500	100
6"	Turbine Cl. 1	920	92.0	6"	Ultrasonic	1.1	2000	80
8"	Compound	800	80.0	8"	Compound	1.25	4500	180
8"	Turbine Cl. 1	900	90.0	8"	Turbine	20	4500	180
8"	Turbine Cl. 1	1600	160.0	8"	Ultrasonic	2	3500	140
10"	Compound	1150	115.0	10"	Turbine	30	7000	280
10"	Turbine Cl. 1	1450	145.0					
10"	Turbine Cl. 1	2500	250.0					
12"	Turbine Cl. 1	2150	215.0	12"	Turbine	65	8800	352
12"	Turbine Cl. 1	3300	330.0					

Ordinance No. 2023-21

**AN ORDINARY ORDINANCE TO RENUMBER AND TO AMEND ALL SECTIONS OF
TITLE 2 CHAPTER 3 OF THE VILLAGE OF CALEDONIA CODE OF ORDINANCES
EXCEPT SEC. 2-3-1 GOVERNING THE POWERS, DUTIES, OPERATING
PROCEDURES AND COMMITTEES OF THE VILLAGE BOARD FOR THE
VILLAGE OF CALEDONIA**

WHEREAS, Village staff, prior Village Legislative and Licensing Committee and current Committee of the Whole have been working on revisions to Title 2 Chapter 3 of the Village's Code of Ordinances governing the composition powers, duties, operating procedures and committees of the Village Board;

WHEREAS, the revisions to the Title 2 Chapter 3 have now been recommended by the Committee of the Whole for adoption by the Village Board;

WHEREAS, Sec. 2-3-1 was previously enacted by the Charter Ordinance by the Village Board and can only be amended by Charter Ordinance and the remaining sections of Title 2 Chapter 3 can be renumbered and amended by the adoption of an ordinary ordinance; and

WHEREAS, concurrently with the adoption of this ordinance, the Village will consider and act on a Charter Ordinance to amend Sec. 2-3-1 as follows, which shall become effective sixty (60) days after its passage and publication as provided by Section 66.0101(5) of the Wisconsin Statutes:

SEC. 2-3-1 VILLAGE BOARD; TRUSTEES; ELECTIONS TO.

- (a) **Election.** The Village Board of the Village of Caledonia shall consist of a President and six (6) Trustees. Each office shall have a term of two years. They shall include a President and Trustees numbered One through Six. The President and Trustees One, Three and Five shall be elected in the odd-numbered years. Trustees Two, Four and Six shall be elected in the even-numbered years. Notwithstanding any other provision of law to the contrary, no person shall be eligible to be nominated, elected or to serve in more than one (1) of the numbered seats for the office of Trustee of the Village of Caledonia at the same time. Notwithstanding any other provision of law to the contrary, no person shall be eligible to serve in one (1) of the numbered seats and as President at the same time.
- (b) **Acting President.** The President may designate another Trustee to chair Village Board meetings in his absence or when they remove themselves temporarily from the chair for purposes of debate or the making or seconding of a motion. This Section does not require the President to remove himself from the chair in order to debate or make or second a motion.

NOW THEREFORE, the Village Board of the Village of Caledonia do ordain as follows:

1. That existing Sections 2-3-2 through 2-3-19 are renumbered to be 2-3-2, 2-3-3, 2-3-4, 2-3-5, 2-3-6, 2-3-7, 2-3-8, 2-3-9, 2-3-10, 2-3-11, 2-3-12, 2-3-13, 2-3-14 and 2-3-15 of the Code of Ordinances for the Village of Caledonia be, and hereby are, amended to read as follows:

“SEC. 2-3-2 GENERAL POWERS AND DUTIES OF THE VILLAGE BOARD.

The Village Board shall have charge of all affairs of the Village not committed by law to another body or officer or to Village employee(s) and all powers of a Village as set forth in Wis. Stat. Chapter 61.

SEC. 2-3-3 RESERVED.

SEC. 2-3-4 POWERS AND DUTIES OF VILLAGE BOARD PRESIDENT.

The President shall be, by virtue of the office a Trustee, and preside at all meetings of the Board. The President shall be counted for purposes of a quorum, shall have a vote as Trustee, and sign all ordinances, rules, bylaws, regulations, commissions, licenses and permits adopted or authorized by the Board and all orders drawn on the Treasury except as provided by Wis. Stat. § 66.0607.

*Editor's Note: The offices of constable and marshal have been abolished already.
State law reference: Wis. Stat. § 61.24.*

SEC. 2-3-5 INTERNAL POWERS OF THE BOARD.

The Village Board has the power to preserve order at its meetings, compel attendance of Trustees and censure Trustees for nonattendance.

SEC. 2-3-6 MEETINGS OF THE VILLAGE BOARD.

Regular meetings of the Village Board shall be as scheduled and noticed by the Village Board. All meetings of the Board 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).

SEC. 2-3-7 SPECIAL MEETINGS OF THE BOARD.

Special meetings may be called by the President or by any two (2) Trustees. Unless authorized by the Village President, a request for a special meeting shall be made to the Village Clerk no less than forty-eight (48) 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 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) (for an emergency meeting).

SEC. 2-3-8 OPEN MEETINGS.

All Village Board and Village Committee meetings shall be open to the public pursuant to law and be held in compliance with Wisconsin's Open Meeting Law under Ch. 19 of the Wisconsin Statutes.

State Law Reference: Wis. Stat. Ch. 19, Subch. V

SEC. 2-3-9 QUORUM.

Four (4) Trustees shall constitute a quorum, but a lesser number may adjourn if a majority is not present.

SEC. 2-3-10 PRESIDING OFFICER.

The President shall preside at all meetings of the Village Board when present. In the absence of the President, the Acting President shall preside. In their absence, the Village Board may select another Trustee to preside and, in such case, the Clerk shall call the meeting to order and preside until the Village Board selects a Trustee to preside.

SEC. 2-3-11 MEETING AGENDAS.

- (a) **Agenda Items.** At all meetings, the following items may be addressed in conducting the business of the Village Board:
- (1) Call to Order by presiding officer;
 - (2) Roll call;
 - (3) Minutes of prior meeting(s);
 - (4) Reading and correcting the financial report including accounts payables and credit card charges;
 - (5) Citizen comments;
 - (6) Presentation of petitions and communications;
 - (7) Public hearings;

- (8) Reports from officials of the Village;
 - (9) Reports from committees;
 - (10) Unfinished business remaining from preceding sessions in the order in which it was introduced;
 - (11) New business including ordinances and resolutions may be introduced and considered; new business as may be added and presented by the President, 2 or more Trustees, and/or the Village Administrator;
 - (12) Any other business permitted by law; and
 - (13) Adjournment.
- (b) **Agenda Preparation.**
- (1) The Village Administrator and Village Clerk shall prepare an agenda incorporating the agenda items under subsection 8 and establishing the order of business.
 - (2) There shall be included on said agenda a time for hearing citizens wishing to address the Board;
 - (3) Unless authorized by the Village President, no matter requiring research, investigation or decision shall be placed on the agenda of the Village Board unless a request to do so is made to the Village Administrator or Village Clerk at least forty-eight hours prior to the meeting.
- (c) **Posted Agenda Order to be Followed; Citizen Comments Length.** No business shall be taken up out of order on a posted agenda unless authorized by majority consent of all Trustees present. The President, or presiding officer, may allow citizens to address the Board at any agenda item and may impose a time limit on the length of time citizens may address the Board during citizen comments and at an agenda item.
- (d) **Attendance.** As soon as the Board meeting shall be called to order, the Clerk shall proceed to call the names of the members, noting who are present and who are absent, and whether such absence is excused, and record the same in the minutes of the Village Board. If it shall appear that there is not a quorum present, the fact shall be entered on the minutes and the Board shall adjourn.

SEC. 2-3-12 INTRODUCTION OF BUSINESS, RESOLUTIONS AND ORDINANCES; DISPOSITION OF COMMUNICATIONS.

- (a) **Ordinance Adoption Procedures.**
- (1) Ordinances to be in Writing. All ordinances submitted to the Village Board shall be in writing and shall include at the outset a brief statement of the subject matter and a title.
 - (2) Subject and Numbering of Ordinances. Each Ordinance shall be related to no more than one (1) subject. Amendment or repeal of Ordinances shall only be accomplished if the amending or repealing Ordinance contains the section number and title of the Ordinance to be amended or

repealed, and title of amending and repealing Ordinances shall reflect their purpose to amend or repeal.

- (3) Notice. The Village Board may take action on an Ordinance only if it appears on the written agenda for the meeting at which action is requested in order to provide proper legal notice.
 - (4) Reading. An ordinance may, at the discretion of the Village Board, be acted upon at the same meeting it is introduced. An ordinance shall be read by title only before a final vote is taken, unless requested by a Trustee to be read in full.
 - (5) Special Meetings. A reading of an ordinance may be had at any special Village Board meeting called for the purpose of considering such an ordinance or where such ordinance is added to the written agenda providing proper legal notice.
- (b) **Disposition of Petitions, Communication, Etc.** Every petition or other writing of any kind, addressed to the Board, Clerk or other Village officer for reference to the Village Board, shall be delivered by the Clerk or such other Village officer to the President or to the presiding officer of the Board as soon as convenient after receipt of same and, in any event, prior to or at the opening of the next meeting of the Board following the receipt of same.

SEC. 2-3-13 RULES OF PROCEDURE; CONDUCT OF DELIBERATIONS.

These rules of procedure shall apply in all respects to the Village Board and to the Committee of the Whole as follows:

- (a) **Roll Call Vote.** A roll call shall not be necessary on any questions or motions except as follows:
 - (1) When the ayes and noes are requested by any member.
 - (2) On confirmation and on the adoption of any measure assessing or levying taxes, appropriations or disbursing money, or creating any liability or charge against the Village or any fund thereof.
 - (3) When required by the Wisconsin Statutes.
- (b) **Record of Votes.** All aye and nay votes shall be recorded in the official minutes.
- (c) **Robert's Rules of Order.** Except as provided below and in this Section, the Village Board and Committee of the Whole shall, in all other respects, determine the rules of its procedure, which shall be governed by Robert's Rules of Order, which is hereby incorporated by reference, unless otherwise provided by Ordinance or Wisconsin Statute, except when otherwise limited or modified by this Code of Ordinances:
 - (1) No Trustee shall address the Board until they have been recognized by the presiding officer. They shall thereupon address themselves to the President and confine their remarks to the question under discussion and avoid all personalities.

- (2) When two (2) or more members simultaneously seek recognition, the presiding officer shall name the member who is to speak first.
- (3) No person other than a member shall address the Board except under order of business, except that citizens may address the Board with the permission of the presiding officer as to matters which are being considered by the Board at the time.
- (4) No motion shall be discussed or acted upon unless and until it has been seconded. No motion shall be withdrawn without the consent of the person making the same and the person seconding it.
- (d) **Reconsideration.** Any member who voted in the majority as to an agenda item, may move for reconsideration of any vote in question on that agenda item at the same meeting or at the next succeeding regular adjourned meeting. A motion to reconsider being put and lost shall not be renewed.
- (e) **Call for the Previous Question.** Any member desirous of terminating the debate may call the previous question when the question announced by the President shall be "shall the main question be put?" If a majority of the members present vote in the affirmative, the main question shall be put to a vote without further debate, and its effect shall be to put an end to all debate and bring the Board to a direct vote, first upon any pending amendment and then upon the main question.
- (f) **Suspension of Rules.** Any of the provisions of Subsections (a)-(e) above may be suspended temporarily by a majority vote of the Village Board members present at any meeting.

SEC. 2-3-14 PUBLICATION OR POSTING OF ORDINANCES AND RESOLUTIONS.

- (a) **General Requirement.** The Village Clerk shall publish as a Class 1 notice under Wis. Stat. Ch. 985, or post in at least one (1) public place in the Village likely to give notice to the public and persons affected and placed electronically on an Internet site maintained by the Village, the following, within one (1) week after passage or adoption, unless otherwise required by applicable Wisconsin Statute:
 - (1) Notice of newly created ordinances adopted by the Village Board that includes the information required under Wis. Stat. § 61.50(3), if published; or if posted, the ordinance must be posted in its entirety.
 - (2) Resolutions if required by another applicable Wisconsin Statute.
- (b) **Exception for Municipal Obligations.** Nothing under Subsection (a) may be deemed to require notice under this Subsection of the passage of any resolution authorizing the issuance of municipal obligations, as defined under Wis. Stat. § 67.01.
- (c) **Requirement for Forfeitures.** If an Ordinance imposes a forfeiture, posting may not be used in lieu of publication under Subsection (a).
- (d) **Effective Upon Publication.** An Ordinance or resolution required to be published or posted under this Section shall take effect the day after its

publication or posting, or at a later date if expressly provided in the Ordinance or resolution.

- (e) **Affidavit of Posting.** If an Ordinance or resolution, is published or posted under this Section, the Village Clerk shall sign an affidavit attesting that the item was published or posted as required by this Section and stating the date and place of posting. The affidavit shall be filed with other records under the jurisdiction of the Clerk.

State Law Reference: Wis. Stat. Ch. 985

SEC. 2-3-15 COMMITTEES OF VILLAGE BOARD.

- (a) **Establishment.** The following committees may be activated by the Village Board from time-to-time:
 - (1) Finance;
 - (2) Legislative and Licensing;
 - (3) Personnel;
 - (4) Public Works; and
 - (5) Committee of the Whole.
- (b) **Committee Membership.**
 - (1) The Committee of the Whole shall be composed of all six Trustees and the Village President
 - (2) If activated, the remaining standing committees (not the Committee of the Whole) of the Village Board shall consist of at least two (2) members.
 - (3) No trustee shall serve on more than two (2) standing committees (does not apply to Committee of the Whole).
- (c) **Committee Operations.** If activated, this subsection shall govern standing committees (except Committee of the Whole) as follows:
 - (1) The President shall appoint members of the Village Board to the standing committees which shall consist of all of the members of the Village Board.
 - (2) Appointments shall be made annually following election of members to the Village Board. In addition, at their pleasure, from time-to-time the Village President may remove members and appoint other members to the committees.
 - (3) The President shall designate one of the members of a committee as Chairperson of the committee.
 - (4) The President shall be an ex officio, non-voting member of any committee of which he or she is not otherwise a member. However, the President shall be entitled to vote on all matters presented to the Board. The President, at the request of the committee chairperson, shall be considered in determining if a committee quorum is present only if his presence is needed to obtain a quorum and in which case, he shall be entitled to vote on said committee. In those instances,

where the President is not needed to make a quorum, he may still vote to break a tie vote of committee members.

- (5) If an appointed member of a committee is absent, the committee member may designate an alternate member of the Village Board to attend one or more committee meetings on his or her behalf so that the committee meeting can proceed as scheduled. In the absence of a designation of an alternate member, the Village President may act under subsection (4) above or may designate a member of the Village Board to act as an alternate for the appointed member for one or more meetings during an absence of the appointed member. Any alternates designated hereunder shall be counted for purposes of determining a quorum and shall have the same powers to vote on all matters that may come before the committee.

(d) **Meetings.**

- (1) Meetings of committees shall be noticed, held and recorded (minutes) in accord with the Open Meetings of Governmental Bodies, Wis. Stat. § 19.83.
- (2) The chairperson of the committee shall be responsible for setting the agenda for the committee meetings.
- (3) A majority of the members of a committee shall constitute a quorum for purposes of a committee meeting. If after a meeting is called to order with a quorum being present, one or more members shall depart so that there shall be less than a quorum present, the remaining member or members shall constitute a quorum merely for the purpose of taking information. Such a lessor quorum shall not take any other action on any matters.

(e) **General Duties and Powers.**

- (1) Each standing committee shall study, conduct investigations, and make recommendations and shall perform such other duties as the Village Board may from time-to-time direct relative to their areas of responsibility, and as set forth in the Village's Code of Ordinances.
- (2) Each standing committee shall meet as necessary with officials of the appropriate departments, boards or commissions.
- (3) In the event of referral to more than one committee, action must be taken separately by each committee, although joint meetings may be held, and joint reports may be issued.
- (4) Each standing committee may refer matters relating to their areas of responsibility to the Village Board.
- (5) Each standing committee shall place an item on its agenda for citizens' comments and shall report to the Village Board such concerns as expressed by citizens. Each standing committee may refer the citizens' comments and inquiries to Village Staff for follow up.

(f) **Reviewing Committee; Review of Applications and Appointments.**

- (1) All appointments, including reappointments to boards, commissions, or to committees, except the standing committees and

the Plan Commission, shall be referred by the President of the Village Board to one or more appropriate standing committees for review and recommendation (the "Reviewing Committee" as used in this Section).

- (2) The Reviewing Committee may take applications, references, and other information from applicants for any of the committee(s). The Reviewing Committee shall then investigate, study and interview prospective appointees and nominees and shall perform such other duties as the Village Board may from time-to-time direct relative to such reviews.
- (3) Any interview of prospective appointees and nominees held by the Reviewing Committee will relate to the applicant's familiarity with the Village, their expertise and qualifications for service on the committee, board, commission, or position in question, their understanding of the rules of procedure and due process, and their philosophy with respect to any issue or concern which the committee, board, commission, or department in question will, in all likelihood, face or be subjected to.
- (4) Said applications and interviews to boards, commissions, and committees, shall take place after the election in April of each year. The Reviewing Committee's recommendations for appointments shall be made prior to first Board meeting in May.

(g) **Oversight Authority and Areas of Responsibility.** If activated, the committees shall perform such duties as follows and as are directed or provided from time-to-time by the Village Board:

- (1) **Finance Committee.** All matters relating to purchasing, finance, taxes, budgets, assessments, audits, insurance, and the sale, lease, purchase or disposition of any Village lands or buildings which are to come before the Village Board shall be referred to the Finance Committee.
- (2) **Legislative and Licensing Committee.** All matters relating to the policies and rules of procedure of the Village Board, intergovernmental relations, intergovernmental communications, pending or proposed legislation and other governmental matters and all matters related to or affecting licenses and permits which are to come before the Village Board shall be referred to the Legislative and Licensing Committee. The committee shall also have the authority to review, hold public hearings and act upon licenses and permits as delegated by the Village Board or applicable ordinance.
- (3) **Personnel Committee.** All matters relating to personnel matters arising out of Wisconsin Statutes Chapter 111, employment relations, employee classification, reclassification, labor contracts, collective bargaining, employee safety and working conditions, insurance related to employee benefits and risk management which

are to come before the Village Board shall be referred to the Personnel Committee.

- (4) **Public Works.** All matters relating to highways, streets, dams, parks, recreation, and the Department of Public Works and all matters relating to major repairs, remodeling, expansion, construction, demolition, purchase, sale or lease of all Village buildings and grounds which are to come before the Village Board shall be referred to the Public Works Committee.”

2. That this ordinary ordinance shall become effective upon adoption and publication as provided by law

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
_____, Deputy Clerk

Ordinance No. 2023-22

AN ORDINARY ORDINANCE TO CREATE TITLE 2 CHAPTER 8 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING TO PUBLIC HEARINGS PROCEDURES

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

1. That Section Title 2 Chapter 8 of the Code of Ordinances for the Village of Caledonia be, and hereby is, created to read as follows:

“CHAPTER 8

PUBLIC HEARING PROCEDURES

SEC. 2-8-1 PUBLIC HEARINGS.

The provisions of this Chapter shall apply to public hearings held by the Village Board and any committee, commission or board of the Village.

SEC. 2-8-2 PROCEDURE

- (a) The President or Chairperson shall call on persons wishing to speak in favor of the proposition. Each person wishing to speak for the proposition shall give his or her name and address. Each person speaking on behalf of the proposition shall be limited in time of five (5) minutes.
- (b) The President shall then call on those persons who wish to speak in opposition of the proposition or neutral. Each person wishing to speak in opposition to the proposition shall give his or her name and address and shall be limited to five (5) minutes.
- (c) Any person wishing to speak in rebuttal to any statements made may do so, with the permission of the President. Provided, such rebuttal statement shall be limited to three (3) minutes per person.
- (d) When the President, in their discretion, is satisfied that the proposition has been heard, they shall announce the fact that the hearing is concluded and ask for a motion to close the public hearing.
- (e) The President or Chairperson may waive the time limits provided for under this Section.
- (f) The Village may request all persons desiring to speak at a public hearing to sign up to speak by providing their name and address on a sheet of paper at the beginning of the meeting at which the public hearing will be held and whether they are in favor, in opposition or neutral.

- (g) Comments at the public hearings shall be directed to the body and not the applicant or to the other members of the audience.

SEC. 2-8-3 DECORUM

The President or Chairperson is charged with preserving decorum at a public hearing.”

2. This ordinance shall take effect upon adoption and publication as provided by law.

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

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, Village President

Attest: _____
_____, Deputy Clerk

Ordinance No. 2023-23

**AN ORDINANCE TO AMEND SECTIONS 15-1-23, 15-1-24, 15-1-25 and 15-1-27 OF THE
CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA, RACINE COUNTY,
WISCONSIN, RELATING TO THE BUILDING CODE AND ESTABLISHING FEE
SCHEDULES BY RESOLUTION**

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

1. That Section 15-1-23 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“SEC. 15-1-23 FEES FOR BUILDING PERMITS AND INSPECTIONS.

- (a) **Fees.** Fees for the processing of building permit applications, submittals, reviews and inspections required under this Title shall be set by resolution of the Village Board from time-to-time. It shall be unlawful to commence work prior to obtaining a permit therefor.
- (b) **Miscellaneous.**
 - (1) Triple Fees. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be triple the fees imposed above.
 - (2) Calculations.
 - a. Gross square footage calculations are based on exterior dimensions, including garage and each finished floor level. Unfinished basements or portions thereof are not included.
 - b. Cubic contents shall be defined as follows: The volume of the building enclosed by the outer surface of the exterior walls from the top of the footing to the average height of the roof.
 - c. In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical or plumbing work.”

2. That Section 15-1-24 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“SEC. 15-1-24 FEES FOR PLUMBING PERMITS AND INSPECTIONS.

- (a) **Fees.** Fees for the processing of plumbing permit applications, submittals, reviews and inspections required under this Title shall be set by resolution of the Village Board from time-to-time. It shall be unlawful to commence work prior to obtaining a permit therefor.
- (b) **Triple Fees.** Upon failure to obtain a permit before work has been started, except in emergency cases, the total fee shall be triple the fees imposed above.”

3. That Section 15-1-25 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“SEC. 15-1-25 FEES FOR ELECTRICAL PERMITS AND INSPECTIONS.

- (a) **Fees.** Fees for the processing of electrical permit applications, submittals, reviews and inspections and electrical equipment required under this Title shall be set by resolution of the Village Board from time-to-time. It shall be unlawful to commence work prior to obtaining a permit therefor.
- (b) **Triple Fees.** Upon failure to obtain a permit before work has been started, except in emergency cases, the total fee shall be triple the fees imposed above.
- (c) **Alternate Sources of Power; Permit Required; Fee.** Admin. Code Sec. SPS 316.701 entitled "Legally Required Standby Systems" is incorporated by reference as though fully set forth herein. Compliance with such section is required. A permit and inspection for alternate sources of power, including electrical solar systems and generators, as set forth in this section is required and the fees for such permit shall be as follows:

Alternate Sources of Power	Minimum Fee	\$5.00 per kw + Min.
Including Electrical Solar	of \$57.00	Fee + New Service
Power & Generator Systems		Charge + Per Circuit =
		Total Fee”

4. That Section 15-1-27 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“SEC. 15-1-27 ENGINEERING DEPARTMENT FEES FOR BUILDING PERMITS AND OTHER ENGINEERING SERVICES

- (a) **Fees.** Fees for the Village engineering services necessary for the processing of permit applications, submittals, reviews and inspections required under this Title shall be set by resolution of the Village Board from time-to-time. It shall be unlawful to commence work prior to obtaining a permit therefor.
- (b) **Triple Fees.** Upon failure to obtain a permit before work has been started, except in emergency cases, the total fee shall be triple the fees imposed above.
- (c) **Payment of fees.** All fees shall be paid prior to or at the time of issuance of the related permit.”

5. This ordinance shall take effect upon adoption and publication as provided by law.

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

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, Village President

Attest: _____
_____, Deputy Clerk

ORDINANCE NO. 2023-24

**AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP
ADOPTED UNDER SECTION 16-2-3 OF THE CODE OF ORDINANCES OF THE
VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE ±22.5 ACRES OF A
±28.95-ACRE PARCEL FROM B-4, PLANNED BUSINESS DISTRICT AND A-2,
AGRICULTURAL DISTRICT TO B-3, HIGHWAY BUSINESS DISTRICT FOR THE
PROPERTY LOCATED DIRECTLY EAST OF 5735 USH 41, PARCEL ID NO. 104-04-22-
19-038-000, VILLAGE OF CALEDONIA, RACINE COUNTY, WI., JOHN & BRIDGET
PETTINGER, OWNERS**

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

- A. The request to rezone ±22.5 acres of a ±28.95-acre parcel from B-4, Planned Business District and A-2, Agricultural District to B-3, Highway Business District for the property located directly east of 5735 USH 41, Village of Caledonia, Racine County, WI. Pavle Dunder, Applicant, John and Bridget Pettinger, Owners; Parcel No.: 104-04-22-19-038-000, which is legally described on the attached **Exhibit A** is approved for the following reason:

1. The proposed rezoning is in accord with the 2035 Land Use Plan commercial land use designation for the subject property.

- B. That in order to update the zoning map adopted under Section 16-2-3 of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;

- C. That the zoning map be, and hereby is, amended as follows:

The land comprising ±22.5 acres of a ±28.95-acre parcel located directly east of 5333 Douglas Avenue, Village of Caledonia, Racine County, WI, with Parcel No.: 104-04-23-20-102-131, which is legally described on the attached **Exhibit A** shall be rezoned from B-4, Planned Business District and A-2, Agricultural District to B-3, Highway Business District.

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

Adopted by the Village Board of the Village of Caledonia this ____ day of December, 2023.

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston

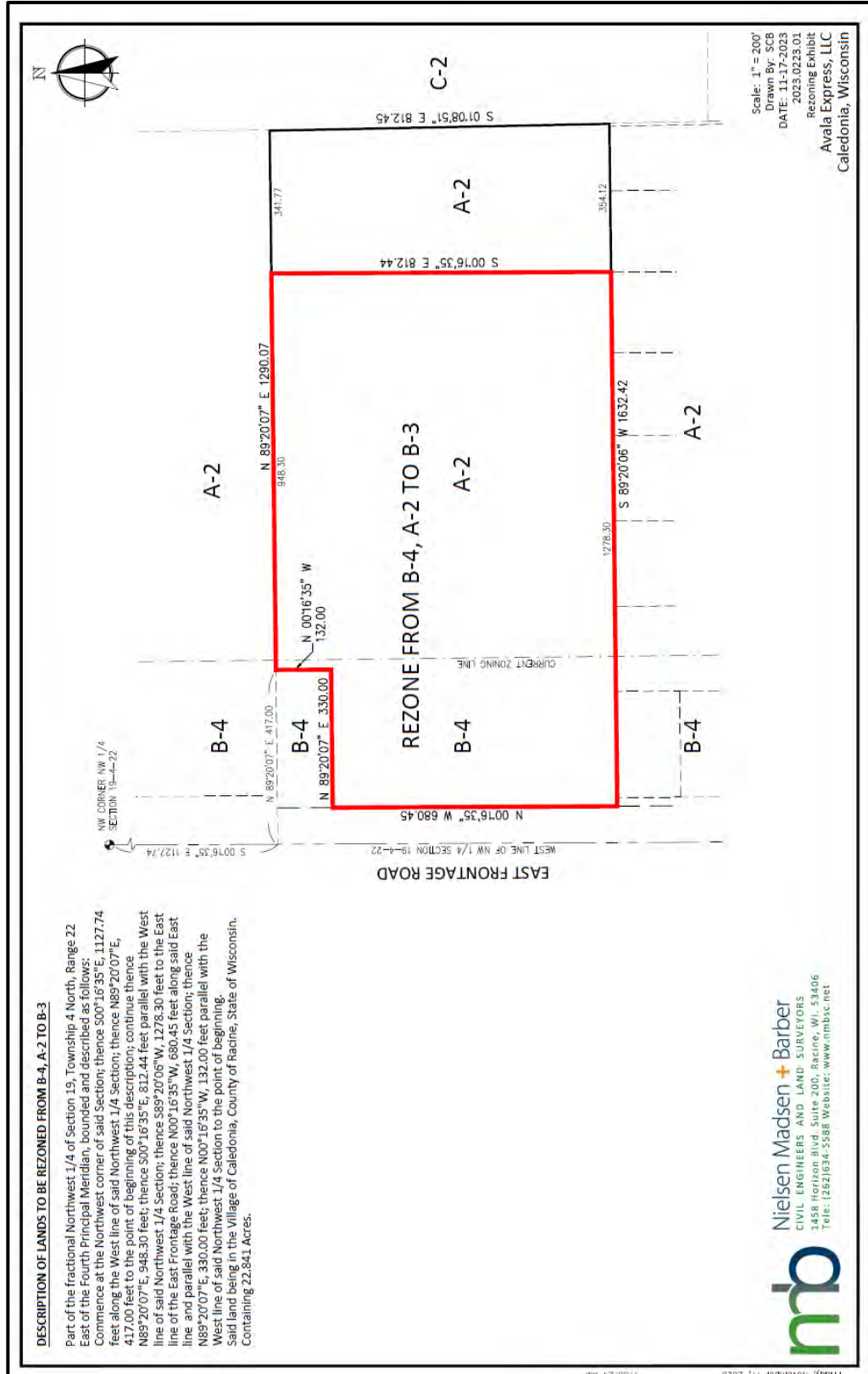
Village President

Attest: _____

Megan O'Brien

Village Deputy Clerk

Exhibit A:
Plat of Survey with Legal Description
Parcel ID No. 104-04-23-20-102-131



ORDINANCE NO. 2023-25

**AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP
ADOPTED UNDER SECTION 16-2-3 OF THE CODE OF ORDINANCES OF THE
VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE A ±5.994-ACRE
PARCEL LOCATED AT 13038 GOLF ROAD AND A ±40.25-ACRE PARCEL LOCATED
DIRECTLY EAST OF 13038 GOLF ROAD FROM A-2, AGRICULTURAL DISTRICT TO
M-3, HEAVY MANUFACTURING DISTRICT, PARCEL ID NOS. 104-04-22-31-021-000 &
104-04-22-31-007-000, VILLAGE OF CALEDONIA, RACINE COUNTY, WI., RACINE
COUNTY & HINTZ REAL ESTATE DEVELOPMENT COMPANY, OWNERS**

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

- A. The request to rezone ±5.994 acres for the parcel located at 13038 Golf Road and ±40.25 acres for the parcel located directly east of 13038 Golf Road from A-2, Agricultural district to M-3, Heavy Manufacturing District, Village of Caledonia, Racine County, WI. Racine County and Hintz Real Estate Development Company LLC, Owners; Parcel No.: 104-04-22-31-021-000 & 104-04-22-31-007-000, which is legally described on the attached **Exhibit A** is approved for the following reason:

1. The proposed rezoning is in accord with the 2035 Comprehensive Plan Land Use designation of industrial/business park for the subject property.

- B. That in order to update the zoning map adopted under Section 16-2-3 of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;

- C. That the zoning map be, and hereby is, amended as follows:

The land comprising the rezone ±5.994 acres for the parcel located at 13038 Golf Road and ±40.25 acres for the parcel located directly east of 13038 Golf Road from A-2, Agricultural district to M-3, Heavy Manufacturing District, which is legally described on the attached **Exhibit A** shall be rezoned from A-2, Agricultural District to M-3, Heavy Manufacturing District.

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

Adopted by the Village Board of the Village of Caledonia this ____ day of December, 2023.

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston
Village President

Attest: _____

Megan O'Brien
Village Deputy Clerk

Exhibit A:
Plat of Survey with Legal Description
Parcel ID No. 104-04-22-30-015-224

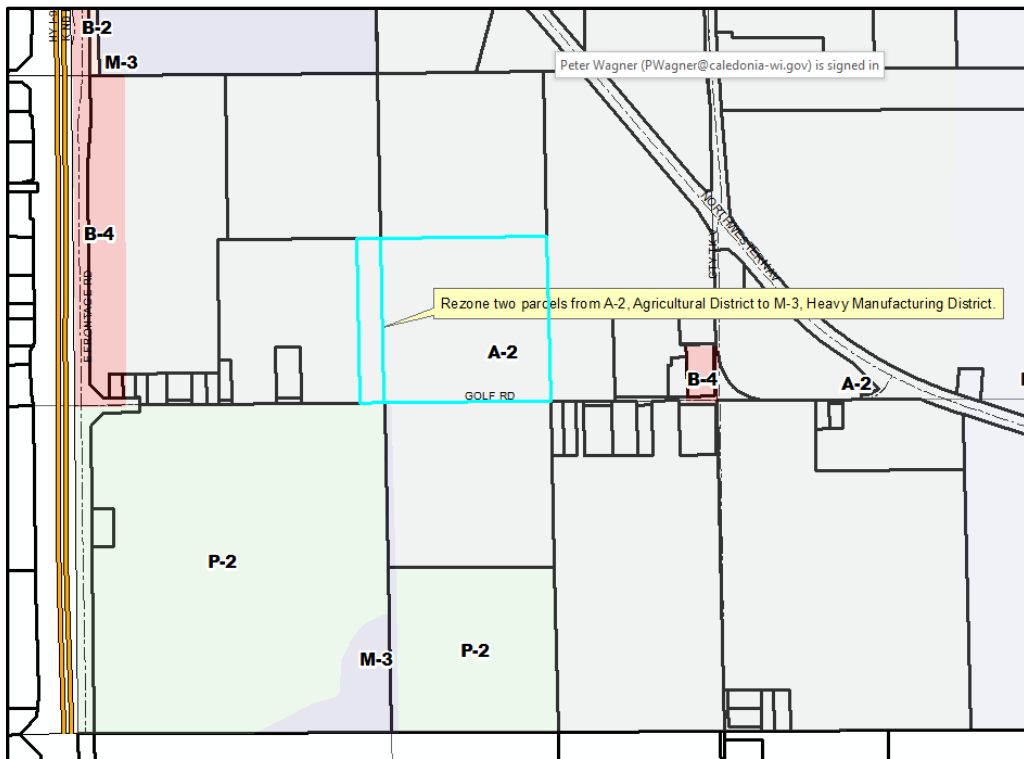
LEGAL DESCRIPTION

13038 Golf Road (Parcel ID No. 104-04-22-31-021-000)

The east one-hundred ninety-eight (198) feet of the south east one-quarter (1/4) of the north west one-quarter (1/4) of Section Thirty-One (31), Township Four (4) North, Range Twenty-Two (22) East. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin. 5.994 acres

Parcel 7 (Parcel ID No. 104-04-22-31-007-000)

The Southwest ¼ of the Southeast ¼ of Section 31, Town 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin. 40.25 acres



ORDINANCE NO. 2023-26

**AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP
ADOPTED UNDER SECTION 16-2-3 OF THE CODE OF ORDINANCES OF THE
VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE ±2.488 ACRES OF A
±4.26-ACRE PARCEL FROM R-7, MULTI FAMILY RESIDENTIAL DISTRICT TO RM-1,
MULTI FAMILY RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED
DIRECTLY EAST OF 5333 DOUGLAS AVENUE, PARCEL ID NO. 104-04-23-20-102-131,
VILLAGE OF CALEDONIA, RACINE COUNTY, WI., ALFRED G. MCCONNELL TRUST
AGREEMENT DATED AUGUST 5,1993, OWNER**

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

- A. The request to rezone ±2.488 acres of a ±4.26-acre parcel from R-7, Multi-Family Residential District to RM-1, Multi-Family Residential District for the property located directly east of 5333 Douglas Avenue, Village of Caledonia, Racine County, WI. Alfred McConnell, Applicant, Alfred G. McConnell Trust under trust agreement dated August 5, 1993, Owner; Parcel No.: 104-04-23-20-102-131, which is legally described on the attached **Exhibit A** is approved for the following reasons:
 - 1. The proposed rezoning is in accord with the 2035 Land Use Plan high density residential land use designation for the subject property.
 - 2. The rezoning will reclassify the legacy zoning district, R-7, Multi-Family Residential District to the current RM-1, Multi-Family Residential District.
- B. That in order to update the zoning map adopted under Section 16-2-3 of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;
- C. That the zoning map be, and hereby is, amended as follows:

The land comprising the rezone of ±2.488 acres of a ±4.26-acre parcel from R-7, Multi-Family Residential District to RM-1, Multi-Family Residential District for the property located directly east of 5333 Douglas Avenue, Village of Caledonia, Racine County, WI, with Parcel No.: 104-04-23-20-102-131, which is legally described on the attached **Exhibit A** shall be rezoned from R-7, Multi-Family Residential District to RM-1, Multi-Family Residential District.

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

Adopted by the Village Board of the Village of Caledonia this ____ day of December, 2023.

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston
Village President

Attest: _____

Megan O'Brien
Village Deputy Clerk

Exhibit A:
Plat of Survey with Legal Description
Parcel ID No. 104-04-23-20-102-131

LEGAL DESCRIPTION:

BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3057 IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE S 00°28'33" E ALONG THE EAST LINE OF SAID 1/4 SECTION, 601.48 FEET; THENCE S 89°11'18" W, 1049.75 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE S 00°05'36" W, 362.70 FEET; THENCE N 89°11'18" E, 60.01 FEET; THENCE S 00°05'38" W, 19.21 FEET; THENCE S 47°14'44" W, 152.30 FEET; THENCE N 45°50'52" W, 300.41 FEET; THENCE N 00°22'56" W, 271.36 FEET; THENCE N 89°11'18" E, 269.83 FEET, TO THE POINT OF BEGINNING. CONTAINING 108,378 SQUARE FEET 2.488 ACRES MORE OR LESS.



Ordinance No. 2023-27

AN ORDINANCE TO DO THE FOLLOWING:

**TO AMEND AND RENUMBER CHAPTER 3, CHAPTER 5 AND CHAPTER 6 OF
TITLE 15 WITH THE AMENDED CHAPTERS TO BE AS FOLLOWS:
CHAPTER 5 - FENCES, CHAPTER 7 – FAIR HOUSING, AND
CHAPTER 9 – PROPERTY ADDRESS SIGNS;**

**TO REPEAL CHAPTER 4 - GRIEVANCES REGARDING ACCESS TO PUBLIC
BUILDINGS BY HANDICAPPED PERSONS;**

**AND TO RENUMBER TITLE 15 CHAPTER 2 – CONSTRUCTION SITE EROSION
CONTROL ORDINANCE TO BE CHAPTER 6;**

**TO CREATE CHAPTER 3 – REGULATIONS FOR MOVING AND RAZING
BUILDINGS, AND TO CREATE CHAPTER 4 – SWIMMING POOLS;**

**ALL PLACED WITHIN TITLE 15 OF THE CODE OF ORDINANCES FOR THE
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN**

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

1. That Chapter 3 of Title 15 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered and amended to read as follows:

**“CHAPTER 7
FAIR HOUSING**

**SEC. 15-7-1 STATEMENT OF INTENT ON FAIR
HOUSING.**

It is hereby declared to be the policy of the Village of Caledonia to assure equal opportunity to all persons to live in adequate housing facilities regardless of race; color; religion; ancestry; national origin; sex; gender; gender identity, disability; sexual orientation; marital status or family status; status as a victim of domestic abuse, sexual assault or stalking; lawful source of income; or age, and, to that end, to prohibit discrimination in housing by any persons on the basis of this ordinance and the statutes incorporated herein. This Chapter shall be considered an exercise of the police powers of the Village for the protection of the welfare, health, peace, dignity, and human rights of the people of the Village of Caledonia.

State Law Reference: Wis. Stat. §§ 66.1011; 106.50; 101.132

SEC. 15-7-2 DEFINITIONS AS USED IN THIS CHAPTER.

- (a) For the purposes of this chapter, the definitions of Wis. Stat. §§ 66.1011, 106.50, and 101.132 shall apply.

SEC. 15-7-3 DISCRIMINATION PROHIBITED.

In connection with any of the transactions set forth in this Section which affect any housing accommodation on the open market, or in connection with any public sale, private sale, purchase, rental or lease of any accommodation, it shall be unlawful within the Village for any person to discriminate:

- (a) By refusing to sell, rent, finance or contract to construct housing or by refusing to negotiate or discuss the terms thereof; or
- (b) By refusing to permit inspection or exacting different or more stringent price, terms or conditions for the sale, financing, rental or lease of housing; or
- (c) By refusing to finance or sell an unimproved residential lot or to construct a home or residence upon such lot; or
- (d) By advertising in a manner that indicates discrimination by a preference or limitation; or
- (e) For a person in the business of insuring against hazards, by refusing to enter into, or by exacting different terms, conditions or privileges with respect to, a contract of insurance against hazards to a dwelling; or
- (f) By refusing to renew a lease, causing the eviction of a tenant from rental housing or engaging in the harassment of a tenant; or
- (g) In providing the privileges, services, or facilities that are available in connection with housing; or
- (h) By falsely representing that housing is unavailable for inspection, rental or sale; or
- (i) By denying access to, or membership or participation in, a multiple listing service or other real estate service; or
- (j) In making available any of the following transactions, or in the terms or conditions of such transactions for a person whose business includes engaging in residential real estate-related transactions:
 - 1. The making or purchasing of loans or the provision of other financial assistance for purchasing, constructing, improving, repairing or maintaining housing or the making or purchasing of loans or the provision of other financial assistance secured by residential real estate; or
 - 2. Selling, brokering or appraising residential real property; or
- (k) By otherwise making unavailable or denying housing; or
- (g) By coercing, intimidating, threatening, or interfering with a person in the exercise or enjoyment of, or on account of them having exercised or enjoyed a right granted or protected under this section or with a person who has aided or encouraged another person in the exercise or enjoyment of a right granted or protected under this section; or
- (h) By refusing to permit, at the expense of a person with a disability, reasonable modifications of existing housing that is occupied, or is to be occupied, by such a person if the modifications may be necessary to afford the person full enjoyment and use of the housing.

- (1) In the case of rental housing, a landlord may, where it is reasonable to do so, condition permission for a modification on the tenant's agreement to restore the interior of the housing to the condition that existed before the modification, other than reasonable wear and tear.
 - (2) In the case of rental housing, the landlord may not increase any customarily required security deposit when a person with a disability requests a modification to the housing; or
 - (3) Where it is necessary to ensure that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of a restoration agreement a requirement that the tenant pay into an interest-bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant. If escrowed funds are not used by the landlord for restorations, they shall be returned to the tenant.
- (i) By segregating, separating, excluding or treating unequally in the sale or rental of, or to otherwise make unavailable or deny, housing to a buyer or renter because of a disability of that buyer or renter, a disability of a person residing in or intending to reside in that housing after it is sold, rented or made available or a disability of a person associated with that buyer or renter; or
 - (j) By segregating, separating, excluding or treating unequally a person in the terms, conditions or privileges of sale or rental of housing, or in the provision of services or facilities in connection with such housing, because of a disability of that person, a disability of a person residing in or intending to reside in that housing after it is sold, rented or made available or a disability of a person associated with that person; or
 - (k) By refusing to make reasonable accommodations in rules, policies, practices or services that are associated with the housing, when such accommodations may be necessary to afford the person equal opportunity to use and enjoy housing, unless the accommodation would impose an undue hardship on the owner of the housing.
 - (l) By refusing to rent or sell housing to an individual that has a disability and a disability-related need for an animal that is individually trained to do work or perform tasks for that individual, cause the eviction of that individual from housing, require extra compensation from that individual as a condition of continued residence in housing, or engage in the harassment of that individual because he or she keeps such an animal; or
 - (1) If an individual keeps or is seeking to keep an animal that is individually trained to do work or perform tasks in housing, an owner, lessor, lessor's agent, owner's agent, or representative of a condominium association may request that the individual submit to the owner, lessor, agent, or representative reliable documentation that the individual has a disability and reliable documentation of the disability-related need for the animal, unless the disability is readily apparent or known. If the disability is readily apparent or known but the disability-related need for the animal is not, the individual may be requested to submit reliable documentation of the disability-related need for the animal.
 - (2) An individual with a disability who keeps an animal that is individually trained to do work or perform tasks in housing shall accept liability for sanitation with respect to, and damage to the premises caused by, the animal; or

- (m) By refusing to rent or sell housing to an individual that has a disability and a disability-related need for an emotional support animal, cause the eviction of that individual from housing, require extra compensation from that individual as a condition of continued residence in housing, or engage in the harassment of that individual because he or she keeps such an animal.
 - (1) If an individual keeps or is seeking to keep an emotional support animal in housing, an owner, lessor, lessor's agent, owner's agent, or representative of a condominium association may request that the individual submit to the owner, lessor, agent, or representative reliable documentation that the individual has a disability and reliable documentation of the disability-related need for the emotional support animal from a licensed health professional.
 - (2) An individual with a disability who keeps an emotional support animal in housing shall accept liability for sanitation with respect to, and damage to the premises caused by, the animal.

By denying access to or membership or participation in any multiple-listing service or other real estate service.

SEC. 15-7-4 REPRESENTATIONS DESIGNED TO INDUCE PANIC SALES.

It is a prohibited act for any person to induce or attempt to induce any other person to sell, rent, or lease housing by representations that the present or prospective entry into the neighborhood of a person of a particular economic status or a member of a protected class or by representations to the effect that such present or prospective entry will or may result in any of the following:

- (1) The lowering of real estate values in the area concerned;
- (2) A deterioration in the character of the area concerned;
- (3) An increase in criminal or antisocial behavior in the area concerned; or
- (4) A decline in the quality of the schools or other public facilities serving the area.

SEC. 15-7-5 DESIGN AND CONSTRUCTION OF COVERED MULTIFAMILY HOUSING.

(a) In addition to discrimination prohibited under Sections 15-7-3 and 15-7-4 of this Code, no person may design or construct covered multifamily housing, unless it meets the following standards set forth in Wis. Stat. Section 101.132(2).

(b) No person may remodel housing with 3 or more dwelling units unless the remodeled housing meets the standards specified above as required under s. 101.132 (2) (b) 1., 2. or 3., whichever is applicable.

SEC. 15-7-6 EXEMPTIONS.

- (a) Nothing in this division shall prohibit discrimination on the basis of age in relation to housing designed to meet the needs of elderly individuals subject to the statutes incorporated above.

- (b) Further exemptions and exclusions are set forth in the statutes incorporated above.

SEC. 15-7-7 ENFORCEMENT.

- (a) Any person aggrieved by an unlawful practice prohibited by this Chapter may file a complaint with the Village Clerk. Upon receipt of such a complaint, the Village Clerk shall forward a copy of the complaint to the Village Board or a duly authorized representative. The Village Board or duly authorized representative shall conduct an investigation of the complaint, and attempt to resolve each complaint in a timely manner to comply with the one (1) year statute of limitations imposed by Wis. Stat. § 106.50(6)(a)(1) for review of the complaint by the Department of Workforce Development, Equal Rights Division.
- (b) Failure to achieve a resolution acceptable to both parties and compliance with this Ordinance shall cause the Village Board to forward the complaint and findings to appropriate State and Federal agencies including those referenced under Wis. Stat. § 106.50(6).
- (c) If the complaint alleges the Village is the discriminatory party, the complaint will be received but referred to the proper state or deferral agency and notice of the same will be provided to the complainant by the Village in writing.
- (d) Nothing in this Chapter shall be construed as prohibiting or in any way limiting the right of complainants to pursue in any appropriate court, any remedy or cause of action available to them under state or federal law.

SEC. 15-7-8 OTHER REMEDIES.

- (a) A complainant, aggrieved person or respondent may elect to remove the action to circuit court after a finding has been made that there is reasonable cause to believe that a violation of this Chapter has occurred.
- (b) The Village is hereby authorized, at any time after a complaint has been filed alleging an ordinance violation, to file a complaint in circuit court seeking a temporary injunction or restraining order pending final disposition of the complaint.

SEC. 15-7-9 PENALTIES.

- (a) Any natural person or entity that is not a natural person adjudged to have violated this division shall, for the first such violation, forfeit not more than \$10,000.00.
- (b) Any entity that is not a natural person adjudged to have violated this division within five years after having first been adjudged to have violated this division, for every violation committed within the five years, shall forfeit not more than \$25,000.00.

- (c) Any entity that is not a natural person adjudged to have violated this division two (2) or more prior times within seven years after having been adjudged to have violated this division the first time, shall forfeit not more than \$50,000.00.”

2. That Chapter 4 of Title 15 of the Code of Ordinances for the Village of Caledonia entitled Grievances regarding access to public buildings by handicapped persons be, and hereby is, repealed.

3. That Chapter 5 of Title 15 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered and amended to read as follows:

“CHAPTER 5 FENCES

SEC. 15-5-1 DECLARATION OF POLICY.

- (a) The intent of this Ordinance is to establish standards for the location and design characteristics of and permits for fences within residential, commercial, institutional and industrial zoned areas, including non-agricultural uses in A2 districts and including agricultural uses bordering on residentially zoned property but only as to the written mutual agreement prohibited materials under Section 15-5-3(b)(3), within the Village of Caledonia.
- (b) The intent of this Ordinance is also to provide a policy as to fences currently located within public drainage, sanitary sewer or water easements or public rights-of-way within the Village of Caledonia.

SEC. 15-5-2 DEFINITIONS.

- (a) **Fence.** A fence is an artificial structure of posts and boards, wire, pickets, panels, rails or similar materials that is used as an enclosure of land. For purposes of this Chapter, a fence shall not include vegetation, nor shall it include a retaining wall that retains or supports earth. Additionally, a fence shall not include a temporary snow fence that is installed and removed within the months of November through April, nor shall it include a temporary fence required to be erected by this Code.
- (b) **Primary frontage.** The primary frontage is a boundary of a lot bordering a public Right of Way. If a lot borders more than one public Right of Way, the primary frontage is the boundary of a lot bordering a public Right of Way geographically situated in relation to and most convenient to the main entrance of the building.
- (c) **Front yard.** The front yard of a residential property is the portion of a lot between the front of the residence and public Right of Way bordering the primary frontage located between the side-yard property lines.
- (d) **Front of the residence.** The front of the residence is any portion of the residence, including attached garages, but not including architectural appurtenances, facing the primary frontage.

- (e) **“Good” side.** The good side of the fence is the side of the fence that by virtue of design and appearance would generally be considered as the most aesthetically pleasing side of the fence.
- (f) **District.** The Village of Caledonia Utility District operating in the Village of Caledonia.

SEC. 15-5-3 DESIGN.

(a) Height.

(1) Residential properties.

- a. A fence within the front yard may not exceed four (4) feet in height, unless it is located more than seventy-five (75) feet from the public Right of Way extending across the primary frontage of the property and may not exceed any visual clearance requirements established by any applicable Zoning Ordinance or condition or by Village Ordinance.
- b. A fence within a back or side yard or located more than seventy-five (75) feet from the public Right of Way extending across the primary frontage of the property may not exceed six (6) feet in height and may not exceed any visual clearance requirements established by any applicable Zoning Ordinance or condition or by Village Ordinance.
- c. A fence which is located in a front yard and which abuts a business, manufacturing, or industrial park property may exceed the height as per Sec. 15-5-3(a)(1)a but may not exceed six (6) feet in height and may not exceed any visual clearance requirements established by any applicable Zoning Ordinance or condition or by Village Ordinance.
- d. No fence, including fence posts, shall exceed eight (8) feet in height.
- e. A supporting fence post that is set into the ground may exceed the heights specified in Sec. 15-5-3(a)(1)a through d by six (6) inches.
- f. In no event shall any provision of this Chapter shall be construed to permit a spite fence in violation of Section 844.10, Wisconsin Statutes.

(2) Livestock Fences.

Fences for the containment of livestock on residential properties shall follow the standards set forth in this Section.

- a. All fences shall be constructed of a sufficient height and of sufficient materials so as not to allow the animal to run at large.
- b. Boards shall be allowed to be placed on the inside of posts, and electric wire if applicable, to properly contain the livestock, subject to any requirements under Sec. 15-5-3(b) below.
- c. A fence located within seventy-five (75) feet of the public Right of Way and extending across the frontage of the property may exceed four (4) feet in height so long as the acreage of the parcel is at least five (5) acres in size, the type of fence is of post and rail design and not solid or stockade. The Village Engineer shall determine if the proposed fence design is of post and rail type. In no case shall any fence exceed eight (8) feet in height. All fences shall comply with the location requirements of Sec. 15-5-4.

- d. All other requirements of this Chapter shall apply, unless specifically waived or modified by this Subsection.
 - e. Any fence inadequately containing the livestock shall be deemed a public nuisance and the property owner may be proceeded against in accordance with Title 11, Chapter 6, of the Village's Code of Ordinances.
- (3) Commercial and industrial properties.
 - a. Fences on commercial and industrial properties shall not exceed eight (8) feet in height, unless provided otherwise in a Conditional Use Permit/Site Plan Review applicable to the property.
 - b. A fence located within a street yard setback, as defined by the applicable Zoning Ordinance, may not exceed four (4) feet high, unless provided otherwise by a Conditional Use Permit/Site Plan Review.
 - c. A supporting fence post that is set into the ground may exceed the heights specified in Sec. 15-5-3(a)(2)a through b by six (6) inches.
- (b) **Prohibited Materials.**
 - (1) No person shall construct or cause to be constructed, in whole or in part, a fence with barbed wire or electrified wire within a residentially zoned district, unless as specifically allowed under Sec. 15-5-3(a)(2) above for electrified fencing of livestock.
 - (2) No person shall construct or cause to be constructed, in whole or in part, a fence with barbed wire or electrified wire in a commercially zoned district unless so provided in a Conditional Use Permit/Site Plan Review under the applicable Zoning Ordinance.
 - (3) No person shall construct or cause to be constructed a fence with electrified wire within ten (10) feet of a parcel boundary line between lands used for farming or grazing and residential property without a written, mutual agreement of the property owners as provided in Section 90.02(1m)(h), Wisconsin Statutes.
- (c) **Maintenance.** A fence shall be maintained in a structurally adequate condition. Posts, supports, rails, boards, panels, etc. shall be repaired or replaced as reasonably required toward that purpose.
- (d) **Aesthetics.**
 - (1) The "good" side of a fence shall face toward the adjoining property and toward the public Right of Way if any portion of a fence extending along the public Right of Way is within fifty (50) feet of the public Right of Way. However, if the purpose of the fence is to contain livestock, the boards shall be allowed to be placed on the inside of the posts.
 - (2) The Village Engineer shall determine which side of a fence is the "good" side and shall provide property owners with his determination upon request. The Village Engineer may require the property owner to provide sufficient evidence to make

said determination. The determination of the Village Engineer may be appealed to the Public Works Committee of the Village Board, whose determination shall be final.

SEC. 15-5-4 LOCATION.

- (a) A fence may not be located within a public drainage, sanitary sewer, or watermain easement or within the public Right of Way unless authorized elsewhere in this Chapter.
- (b) A fence may be located within street, side, rear, and shore yard setbacks as permitted by applicable Zoning Ordinances, unless otherwise prohibited or restricted herein or unless prohibited or restricted by a Conditional Use Permit/Site Plan Review or variance.
- (c) Fences abutting alleys shall be set back a minimum of two (2) feet from the lot line extending along the alley.
- (d) No fence shall be constructed in any front yard of a B-1, B-2, B-3, B-4, B-5, B-6 or B-7 Zoned District, unless said fencing is approved in conjunction with a Conditional Use Permit/Site Plan Review under the applicable Zoning Ordinance.

SEC. 15-5-5 PERMITS.

- (a) No person shall install or construct or cause to be installed or constructed a fence within the Village of Caledonia without first obtaining a Fence Permit from the Village of Caledonia as herein provided.
- (b) Any person desiring a Fence Permit for the installation or construction of a fence within the Village of Caledonia shall file a written application form provided by the Village.
- (c) The Fence Permit fee shall be established by and as may be modified from time to time by Resolution of the Village Board of the Village of Caledonia.
- (d) A Fence Permit issued pursuant to this Chapter shall be valid and permit construction of the fence for a period of one (1) year from date of issuance. If the fence is not completed within such period, a new Permit shall be required.
- (e) The Village Engineer or his representative shall have a right to enter upon the premises to inspect the fence and its construction to insure compliance with the Fence Permit and the provisions of this Chapter.
- (f) As a condition of receiving a Fence Permit under this Section, the owner agrees to defend, indemnify and hold the Village of Caledonia harmless from and against all claims, including boundary disputes, for injury or damage received or sustained by any person or entity in connection with the installation or construction of a permitted fence.

SEC. 15-5-6 EXCEPTIONS.

- (a) Fences located within the public Right of Way shall not be permitted and shall be removed.

- (b) A fence currently located within a public drainage, sanitary sewer, or watermain easement in the Village of Caledonia shall be permitted to remain unless in the opinion of the Village Engineer, the fence is determined to obstruct the purpose for which the easement was obtained or the maintenance of the easement, including underground lines. If the easement is under the jurisdiction of the Village of Caledonia Utility District, the Village Engineer shall consult with the District in rendering an opinion under this Subsection. The determination of the Village Engineer as to the existence of an obstruction may be appealed as set forth below.
- (c) Any fence that is required to be removed and is removed, either by the owner or the Village, because of a violation of this Chapter, may be replaced at the cost of the owner if in the opinion of the Village Engineer the fence could not obstruct the purpose for which the public drainage, sanitary sewer, or watermain easement was obtained or the maintenance related to such easement; provided that the owner shall agree to be responsible for the removal of the fence in the event of future interference with the purpose for which the easement was obtained or the operation or maintenance of the easement including underground lines; and provided that a Fence Permit is applied for and issued as provided in Section 15-5-5.
- (d) The Village Engineer may order any fence located within the Village of Caledonia contrary to the provisions of this Chapter to be removed, repaired or otherwise corrected, as the case may be. Such notice shall be in writing and delivered to the last known owner of the property where the fence is located, either delivered in person or by certified mail, addressed to the last known address of the owner, directing the work or action which is required to be taken. The work or action shall be completed within thirty (30) days after receipt of the notice in the case of personal delivery or after the mailing of the notice in the case of mailing. Upon written request of the Owner, and for good cause shown, the Village Board may extend the time for compliance with the Order provided the Owner waives any appeal rights set forth below.
- (e) Any person shall have a right to request a review of the determination of the Village Engineer under 15-5-6(b)-(c) or an Order served under 15-5-6(d) by filing a request for review in accordance with Title 4 of the Code of Ordinances. Failure to comply with the notice of required action shall permit the Village of Caledonia to enter upon the premises and complete such action. Any cost to the Village of Caledonia shall be charged as a special charge against the property as provided in Section 66.60(16), Wisconsin Statutes.
- (f) Fences existing in any Residential District prior to the effective date of this Chapter which do not meet the regulations of this Chapter are permitted to be:
 - (1) Repaired for ordinary maintenance, including painting, staining, and cleaning. No Permit shall be required for such work.
 - (2) Replaced; provided, however, that a Fence Permit is obtained for the construction of the replacement fence. No Permit fee shall be required for a Fence Permit for a replacement fence.
- (g) As an exception to any notice requirements set forth above, the Village President may order the emergency removal of a fence, or a portion thereof, where there is an immediate danger to persons or property, or a significant maintenance concern. This determination shall be made by the Village President, upon the recommendation of the Village Engineer.

SEC. 15-5-7 VARIANCE REQUESTS.

The Village Engineer may grant a variance, including an encroachment upon an easement, from the provisions of this Ordinance for good and sufficient cause as determined by the Village Engineer, based upon the special circumstances of the particular case and the criteria set forth in the Village of Caledonia Administrative Policy and Procedure Manual, but no variance shall be granted which is unjustly discriminatory in nature. As to any variance request involving a drainage, sanitary sewer, or watermain easement granted to the Village of Caledonia Utility District, a written recommendation indicating the Utility District's position and the reasons therefor shall be obtained from the Utility District and filed with the Village Engineer before a variance request will be considered. The Village Engineer may accept or reject the Utility District's recommendation, as he or she deems appropriate. Any person shall have a right to request a review of the Village Engineer's decision by filing a request for review in accordance with Title 4 of the Code of Ordinances. If the Village Engineer rejects the Utility District's recommendation and grants a variance request, notice of the decision shall be given to the Utility District and the variance shall not be effective until at least five (5) working days after notice of the decision is delivered to the Utility District.

SEC. 15-5-8 APPEAL FROM REVIEW OF INITIAL DETERMINATION.

The Village Board shall hear any appeals from the decision reviewing the initial determination in accordance with Title 4 of the Code of Ordinances. After such hearing, the Village Board shall issue its final determination as to the existence of an obstruction, the order of the Village Engineer to remove or repair a fence, or the decision of the Village Engineer with respect to a variance request. As to any appeal involving a drainage, sanitary sewer, or watermain easement granted to the Utility District, a written recommendation indicating the Utility District's position and the reasons therefor shall be obtained from the Utility District and filed with the Village Board before a hearing under this Section may be scheduled. The Village Board may accept or reject the Utility District's recommendation, as it deems appropriate.

SEC. 15-5-9 PENALTIES.

In addition to any other remedies allowed by this Code, any person violating any of the provisions of this Chapter, including, but not limited to, failing to comply with the terms of a variance, shall, upon conviction, be subject to a forfeiture of not more than Five Hundred Dollars (\$500.00), together with the costs of prosecution. It shall be the responsibility of the offender to abate the violation as expeditiously as possible, and each day of such violation shall constitute a separate offense.

SEC. 15-5-10 SEVERABILITY.

Any section, clause, sentence or provision of this Chapter determined to be invalid for any reason shall not affect the validity of any other section, clause, sentence or provision of this Chapter."

4. That Chapter 6 of Title 15 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered and amended to read as follows:

**“CHAPTER 9
Property Address Signs**

SEC. 15-9-1 PROPERTY ADDRESS SIGNS REQUIRED.

- (a) **Single and two-family buildings.** All single family and two-family residential buildings shall have street numbers, not less than 2-1/2 inches high, placed on the exterior wall of the principal building that faces the street, road or service drive providing access to the building.
- (b) **Multi-family buildings.** All multi-family buildings shall have street numbers, not less than 2-1/2 inches high, placed on the exterior wall of the principal building that faces the street, service drive or parking lot and located adjacent to the individual unit entrances to the buildings. In addition, each building shall be identified by a letter or number, not less than 12 inches high, and located near the top of the building wall facing the street, service drive, or parking lot serving the building. At the entrance of each access drive, there shall be a directory listing of the street numbers and building identifications that are accessible from the access drive.
- (c) **Commercial & Industrial buildings.** All commercial or industrial buildings shall have street numbers, not less than 6 inches high, placed on the exterior wall of the principal building facing the street, service drive, or parking lot providing access to that building and located adjacent to any primary entrance door. All commercial or industrial structures, which have a rear service door, shall identify the occupant and the street address conspicuously on the rear door in contrasting and reflective letters and numbers not less than 6 inches in height, which shall be continually maintained.
- (d) **Requirements.** All street number signs shall be readily visible from the street, road, or service drive, have a contrasting background from the numerals, and if possible be reflective.
- (e) **Exception.** For those buildings that are not readily visible from the street, there shall be an address sign posted within 3 feet of the property's Right of Way, at the driveway, with numerals of the proper size as required for visible buildings as provided in this Section.
- (f) **Enforcement and Penalty.** The Village of Caledonia Building Inspection and Police Departments shall have the authority to enforce compliance with the provision of this Ordinance. Any person who violates the provisions of this Ordinance shall, upon conviction, forfeit not less than \$25 nor more than \$200 and the costs of prosecution for each violation, and in default of payment of such forfeiture and costs, may be imprisoned in the county jail until payment is made, but not exceeding six months. Each day a violation exists or continues shall constitute a separate offense. Any person charged with a violation under this Section may pay the amount of \$75 plus costs at the Caledonia Police Department in lieu of a court appearance.”

5. That Chapter 2 of Title 15 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered to read as follows:

“CHAPTER 6

Construction Site Erosion and Sediment Control Ordinance

SEC. 15-6-1 AUTHORITY.

- (a) This Ordinance is adopted under the authority granted by Sec. 61.354, Wis. Stat. This Ordinance supersedes all provisions of an Ordinance previously enacted under Sec. 61.35, Wis. Stat. that relate to construction site erosion control. Except as otherwise specified in Sec. 61.354, Wis. Stat., Sec. 61.35, Wis. Stat., applies to this Ordinance and to any amendments to this Ordinance.
- (b) The provisions of this Ordinance are deemed not to limit any other lawful regulatory powers of the Village Board.
- (c) The Village Board hereby designates the Village Engineer to administer and enforce the provisions of this Ordinance.
- (d) The requirements of this Ordinance do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (1) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under Sec. 281.16 and 283.33, Wis. Stat.
 - (2) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under Sec. NR 151.004, Wis. Adm. Code.

SEC. 15-6-2 FINDINGS OF FACT.

The Village Board acknowledges that runoff from land disturbing construction activities carries a significant amount of sediment and other pollutants to the waters of the state in the Village of Caledonia.

SEC. 15-6-3 PURPOSE.

It is the purpose of this Ordinance to maintain safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth, by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the Village of Caledonia.

SEC. 15-6-4 APPLICABILITY AND JURISDICTION.

- (a) **Applicability.**

- (1) Except as provided under Sec. 15-6-4(a)(2) below, this Ordinance applies to any construction site as defined under Sec. 15-6-5(f) of this Ordinance and the following land disturbing construction activities:
 - a. Those requiring a subdivision plat approval.
 - b. Those requiring a certified survey map approval.
 - c. Those involving grading, removal of protective ground cover or vegetation, excavation, land filling or other land disturbing activity affecting a surface area of four thousand (4,000) square feet or more.
 - d. Those involving excavation or filling or a combination of excavation and filling affecting one-hundred fifty (150) cubic yards or more of dirt, sand or other excavation or other fill material
 - e. Those involving street, highway, road or bridge construction, enlargement, relocation or reconstruction.
 - f. Those involving the laying, repairing, replacing or enlarging of an underground pipe or facility for a distance of three hundred (300) feet or more.
- (2) This Ordinance does not apply to the following:
 - a. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.

Note to Users: Transportation facility projects directed and supervised by Wisconsin Department of Transportation are not subject to this Ordinance. Notwithstanding this Ordinance, a municipality is required to comply with the construction site transportation facility performance standards in Subch. IV of NR 151, Wis. Adm. Code, for its own transportation-related projects. For the activities over which the Village has jurisdictional oversight of another local unit of government, the performance standards in Sec. NR 151.225(3) and 151.23(4m), Wis. Adm. Code, shall apply as described in this Ordinance under Sec. 15-6-9(c)(1).

- b. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under Chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
- c. Nonpoint discharges from agricultural facilities and practices.
- d. Nonpoint discharges from silviculture activities.
- e. Routine maintenance for project sites that have less than 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.
- f. Agricultural facilities and practices, and growing and tending of gardens, provided that the limitation on excavation and/or filling set forth in Sec. 15-6-4(a)(1)d is not violated.

- (3) Notwithstanding the applicability requirements in Subsections 15-6-4 (a)(1) and (2), this Ordinance applies to construction sites of any size that, as determined by the Village Engineer, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or transporting of particulate.
- (b) **Jurisdiction.**
This Ordinance applies to land disturbing construction activity on lands within the boundaries and jurisdiction of the Village of Caledonia, as well as the extraterritorial division of land subject to an Ordinance enacted pursuant to Sec. 236.45(2) and (3), Wis. Stat.
- (c) **Exclusions.**
This Ordinance is not applicable to activities conducted by a state agency, as defined under Sec. 227.01 (1), Wis. Stat.

SEC. 15-6-5 DEFINITIONS.

- (a) **“Administering authority”** means the Village Engineer designated by the Village Board to administer this Ordinance
- (b) **“Agricultural facilities and practices”** has the meaning in Sec. 281.16(1), Wis. Stat.
- (c) **“Best management practice” or “BMP”** means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.
- (d) **“Business day”** means a day the office of the Village Engineer is routinely and customarily open for business.
- (e) **“Cease and desist order”** means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the Village Engineer.
- (f) **“Construction site”** means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.
- (g) **“Design Storm”** means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.
- (h) **“Division of land”** means the creation from one parcel of two or more parcels or building sites of any size where such creation occurs at one time or through the successive partition within a 5-year period.
- (i) **“Erosion”** means the process by which the land’s surface is worn away by the action of wind, water, ice or gravity.

- (j) **“Erosion and sediment control plan”** means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.
- (k) **“Extraterritorial”** means the unincorporated area within 3 miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.
- (l) **“Final stabilization”** means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.
- (m) **“Governing Body”** means the Village Board of Trustees.
- (n) **“Land disturbing construction activity”** means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.
- (o) **“Landowner”** means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.
- (p) **“MEP” or “maximum extent practicable”** means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this Ordinance as determined in accordance with Sec. 15-6-6 of this Ordinance.
- (q) **“Performance standard”** means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (r) **“Permit”** means a written authorization made by the Village Engineer to the applicant to conduct a land disturbing construction activity or to discharge post-construction runoff to waters of the state.
- (s) **“Pollutant”** has the meaning given in Sec. 283.01 (13), Wis. Stat.
- (t) **“Pollution”** has the meaning given in Sec. 281.01 (10), Wis. Stat.
- (u) **“Responsible party”** means any Landowner or any other entity performing services to meet the requirements of this Ordinance through a contract or other agreement.
- (v) **“Runoff”** means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.
- (w) **“Sediment”** means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.
- (x) **“Silviculture activity”** means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.
- (y) **“Site”** means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.

- (z) **“Stop work order”** means an order issued by the Village Engineer which requires that all construction activity on the site be stopped.
- (aa) **“Technical standard”** means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
- (bb) **“Transportation facility”** means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under Sec. 85.095 (1)(b), Wis. Stat. “Transportation facility” does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to Sec. 281.33, Wis. Stat.
- (cc) **“Waters of the State”** includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

Sec. 15-6-6 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.

Maximum extent practicable applies when a person who is subject to a performance standard of this Ordinance demonstrates to the Village Engineer’s satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

SEC. 15-6-7 TECHNICAL STANDARDS.

(a) Design Criteria, Standards and Specifications.

All BMPs required for compliance with this Ordinance shall meet design criteria, standards and specifications based on any of the following:

- (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.
- (2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.

Note to Users: The USLE and its successors RUSLE and RUSLE2, utilize an R factor which has been developed to estimate annual soil erosion, averaged over extended time periods. The R factor can be modified to estimate monthly and single-storm erosion.

- (3) **Other Standards.** Other technical standards not identified or developed in Sec. 15-6-7(a) may be used provided that the methods have been approved by the Village Engineer.

SEC. 15-6-8 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES UNDER ONE ACRE.

- (a) **Responsible Party.** The responsible party shall comply with this Section.
- (b) **Erosion And Sediment Control Practices.** Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 - (1) The deposition of soil from being tracked onto streets by vehicles.
 - (2) The discharge of sediment from disturbed areas into on-site storm water inlets.
 - (3) The discharge of sediment from disturbed areas into adjacent waters of the state.
 - (4) The discharge of sediment from drainage ways that flow off the site.
 - (5) The discharge of sediment by dewatering activities.
 - (6) The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 - (7) The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
- (c) **Location.** The BMPs shall be located so that treatment occurs before runoff enters waters of the state.
- (d) **Implementation.** The BMPs used to comply with this section shall be implemented as follows:
 - (1) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin.
 - (2) Erosion and sediment control practices shall be maintained until final stabilization.
 - (3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

15-6-9 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES OF ONE ACRE OR MORE.

- (a) **Responsible Party.** The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with Sec. 15-6-11

- (b) **Erosion And Sediment Control Plan.** A written site-specific erosion and sediment control plan shall be developed in accordance with Sec. 15-6-11 of this Ordinance and implemented for each construction site.

Note to Users: The written plan may be that specified within Sec. NR 216.46, Wis. Adm. Code, the erosion and sediment control portion of a construction plan or other plan.

- (c) **Erosion and Other Pollutant Control Requirements.** The erosion and sediment control plan required under sub. (2) shall include the following:
- (1) **Erosion And Sediment Control Practices.** Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
- a. The deposition of soil from being tracked onto streets by vehicles.
 - b. The discharge of sediment from disturbed areas into on-site storm water inlets.
 - c. The discharge of sediment from disturbed areas into adjacent waters of the state.
 - d. The discharge of sediment from drainage ways that flow off the site.
 - e. The discharge of sediment by dewatering activities.
 - f. The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 - g. The discharge of sediment from erosive flows at outlets and in downstream channels.
 - h. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this Ordinance.
 - i. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.
- (2) **Sediment Performance Standards.** In addition to the erosion and sediment control practices under par. (1), the following erosion and sediment control practices shall be employed:
- a. BMPs that, by design, discharge no more than 5 tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
 - b. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this subsection. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.
 - c. Notwithstanding Sec. 15-6-9(2)(a), if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and

sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

- (3) **Preventive Measures.** The erosion and sediment control plan shall incorporate all of the following:
 - a. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
 - b. Minimization of soil compaction and preservation of topsoil.
 - c. Minimization of land disturbing construction activity on slopes of 20 percent or more.
 - d. Development of spill prevention and response procedures.
- (4) **Location.** The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.

Note to Users: While regional treatment facilities are appropriate for control of post-construction pollutants, they should not be used for construction site sediment removal.

- (d) **Implementation.** The BMPs used to comply with this section shall be implemented as follows:
 - (1) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in 15-6-9(b).
 - (2) Erosion and sediment control practices shall be maintained until final stabilization.
 - (3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.
- (e) **Alternate Requirements.** The Village Engineer may establish storm water management requirements more stringent than those set forth in this Section if the Village Engineer determines that an added level of protection is needed for sensitive resources.

SEC. 15-6-10 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

- (a) **Permit Required.** No responsible party may commence a land disturbing construction activity subject to this Ordinance without receiving prior approval of an erosion and sediment control plan for the site and a permit from the Village Engineer.
- (b) **Permit Application and Fees.** The responsible party that will undertake a land disturbing construction activity subject to this Ordinance shall submit an application for a permit and

an erosion and sediment control plan that meets the requirements of Sec. 15-6-11 and shall pay an application fee to the Village in the amount as established in Sec. 15-6-12. By submitting an application, the applicant is authorizing the Village Engineer to enter the site to obtain information required for the review of the erosion and sediment control plan.

(c) **Permit Application Review and Approval.**

The Village Engineer shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

- (1) Within thirty (30) business days of the receipt of a complete permit application, as required by Sec. 15-6-10(b), the Village Engineer shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this Ordinance.
- (2) If the permit application and erosion and sediment control plan are approved, the Village Engineer shall issue the permit.
- (3) If the permit application or erosion and sediment control plan is disapproved, the Village Engineer shall state in writing the reasons for disapproval.
- (4) The Village Engineer may request additional information from the applicant. If additional information is submitted, the Village Engineer shall have ten (10) business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.
- (5) Failure by the Village Engineer to inform the permit applicant of a decision within thirty (30) business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued, unless the time to act is extended by mutual, written agreement between the applicant and the Village Engineer.

(d) **Surety Bond.** As a condition of approval and issuance of the permit, the Village Engineer may require the applicant to deposit a surety bond or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.

(e) **Permit Requirements.** All permits shall require the responsible party to:

- (1) Notify the Village Engineer within 48 hours prior to commencing any land disturbing construction activity.
- (2) Notify the Village Engineer of completion of any BMPs within 14 days after their installation.
- (3) Obtain permission in writing from the Village Engineer prior to any modification pursuant to Sec.15-6-11(c) of the erosion and sediment control plan.
- (4) Install all BMPs as identified in the approved erosion and sediment control plan.
- (5) Maintain all road drainage systems, storm water drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
- (6) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site inspection log.
- (7) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these

activities in an inspection log that also includes the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site.

- (8) Allow the Village Engineer to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan at the construction site.
- (f) **Permit Conditions.** Permits issued under this Section may include conditions established by Village Engineer in addition to the requirements set forth in 15-6-10(e), where needed to assure compliance with the performance standards in Sec.15-6-8 or Sec. 15-6-9.
- (g) **Permit Duration.** Permits issued under this Section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The Village Engineer may grant one or more extensions not to exceed 180 days cumulatively. The Village Engineer may require additional BMPs as a condition of an extension if they are necessary to meet the requirements of this Ordinance.
- (h) **Maintenance.** The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this Ordinance until the site has undergone final stabilization.
- (i) **Additional Permit Requirements for Construction Related to Major Land Divisions.**
 - (1) In addition to the above requirements, permits for land disturbing construction activities related to proposed subdivision plats shall not be issued until the following requirements have been satisfied:
 - a. The subdivision must have received preliminary plat approval from Racine County and the Village Board.
 - b. Grading and drainage plans shall have been submitted to the Village Engineer, and initial review completed by the Engineering Department.
 - c. The Subdivider must execute a hold harmless/indemnification agreement.
 - d. The Subdivider must submit a letter of credit, in accord with the terms of the Village's standard Development Agreement, for the entire amount of subdivision improvements plus contingency. Where the cost for the improvements is not yet known, the Village Engineer may accept a letter of credit in an amount sufficient to cover initial grading and filling work plus contingency. However, no additional work shall be commenced by the Subdivider until the letter of credit amount is increased to cover the cost of all subdivision improvements plus contingency.
 - e. The Subdivider shall execute a revised Predevelopment Agreement with provisions related to this early start procedure.
 - f. Where applicable, the Subdivider shall submit to the Village Engineer a copy of the executed agreement with the applicable sanitary or utility district for sewer and/or water construction.
 - g. A copy of the above materials, with the exception of the grading and drainage plans, must be delivered by the developer to the office of the Village Attorney.

- h. The Village Board must approve issuance of the permit. A copy of the approved permit shall be provided to the Village of Caledonia Storm Water Utility District.
- i. Additional conditions may be required by the Village Engineer or Village Attorney to address unforeseen or special circumstances.
- j. The Subdivider may not install sewer utilities, water utilities and storm water utilities, or conduct any road construction or asphalt work until after approval of final plans, final plat and execution of the required Development Agreement. The Subdivider may be permitted by the Village Engineer to do initial grading prior to the final plans, final plat and Development Agreement being approved.
- k. Failure to comply with these provisions shall subject the violator to the enforcement remedies set forth in Sec. 15-6-14 including, without limitation, revocation of the permit and prosecution for said violations.”

SEC. 15-6-11 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT, AND AMENDMENTS.

- (a) **Erosion And Sediment Control Plan Statement.** For each construction site identified under Sec. 15-6-4(a), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the Village Engineer. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the Ordinance. A site map shall also accompany the erosion and sediment control plan statement.
- (b) **Erosion and Sediment Control Plan Requirements.**
 - (1) An erosion and sediment control plan shall be prepared and submitted to the Village Engineer.
 - (2) The erosion and sediment control plan shall be designed to meet the performance standards in Sec.15-6-8, Sec. 15-6-9 and other requirements of this Ordinance.
 - (3) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - a. Name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant’s principal contact at such firm. The application shall also include start and end dates for construction.
 - b. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
 - c. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary

- erosion and sediment control measures, and establishment of permanent vegetation.
 - d. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.
 - e. Calculations to show the compliance with the performance standard in Sec. 15-6-9(c)(2)(a).
 - f. Existing data describing the surface soil as well as subsoils.
 - g. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
 - h. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.
- (4) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed two feet.
- a. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.
 - b. Boundaries of the construction site.
 - c. Drainage patterns and approximate slopes anticipated after major grading activities.
 - d. Areas of soil disturbance.
 - e. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
 - f. Location of areas where stabilization BMPs will be employed.
 - g. Areas which will be vegetated following land disturbing construction activities.
 - h. Area(s) and location(s) of wetland on the construction site and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 - i. Area(s) used for infiltration of post-construction storm water runoff.
 - j. An alphanumeric or equivalent grid overlying the entire construction site map.
- (5) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosions and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosions and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:
- a. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall

- ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.
 - b. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the Village Engineer, structural measures shall be installed on upland soils.
 - c. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
 - d. Trapping of sediment in channelized flow.
 - e. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
 - f. Protection of downslope drainage inlets where they occur.
 - g. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
 - h. Clean up of off-site sediment deposits.
 - i. Proper disposal of building and waste material
 - j. Stabilization of drainage ways.
 - k. Installation of permanent stabilization practices as soon as possible after final grading.
 - l. Minimization of dust to the maximum extent practicable.
- (6) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel, as necessary, to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

Note to Users: The erosion and sediment plan requirements of this subsection will meet the erosion control plan requirements of Sec. NR 216.46, Wis. Adm. Code, when prepared in accordance with good engineering practices and the design criteria, standards and specifications published by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.

- (c) **Erosion and Sediment Control Plan Amendments.** The applicant shall amend the erosion and sediment control plan if any of the following occur:
- (1) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.
 - (2) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.
 - (3) The Village Engineer notifies the applicant of changes needed in the erosion and sediment plan.

SEC. 15-6-12 FEE SCHEDULE.

The fees referred to in other Sections of this Ordinance shall be established by the Village Board and may from time to time be modified by Resolution. A schedule of the fees established by the

Village Board shall be available for review in Village Clerks office of the Village Hall of the Village of Caledonia.

SEC. 15-6-13 INSPECTION.

If land disturbing construction activities are occurring without a permit required by this Ordinance, the Village Engineer may enter the land pursuant to the provisions of Sec. 66.0119(1), (2), and (3), Wis. Stat.

SEC. 15-6-14 ENFORCEMENT.

- (a) The Village Engineer may post a stop-work order if any of the following occurs:
 - (1) Land disturbing construction activity regulated under this Ordinance is occurring without a permit.
 - (2) The erosion and sediment control plan is not being implemented in good faith.
 - (3) The conditions of the permit are not being met.

Note to Users: The Village Engineer should inspect any construction site that holds a permit under this Chapter at least once a month between March 1 and October 31, and at least 2 times between November 1 and February 28 to ensure compliance with the approved erosion and sediment control plan.

- (b) If the responsible party does not cease activity as required in a stop-work order posted under this Section or fails to comply with the erosion and sediment control plan or permit conditions, the Village Engineer may revoke the permit.
- (c) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the Village Engineer or if a responsible party violates a stop-work order posted under Sec. 15-6-14(a), the Village Engineer may request the Village Attorney to obtain a cease and desist order in any court with jurisdiction.
- (d) The Village Engineer may retract the stop-work order issued under Sec. 15-6-14(a) or the permit revocation under Sec. 15-6-14(b).
- (e) After posting a stop-work order under Sec. 15-6-14(a), the Village Engineer may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this Ordinance. The Village Engineer may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the Village Engineer, plus interest at the rate authorized by Village Board shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Subchapter VII of Ch. 66, Wis. Stat.
- (f) Any person violating any of the provisions of this Ordinance shall be subject to a forfeiture of not less than \$25.00 nor more than \$500.00 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.
- (g) Compliance with the provisions of this Ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

SEC. 15-6-15 APPEALS.

- (a) **Board of Appeals.** The Board of Appeals created pursuant to Sec. 16-1-5 pursuant to Sec. 61.354, Wis. Stat.:
- (1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Village Engineer in administering this Ordinance except for cease and desist orders obtained under Sec. 15-6-14(c).
 - (2) May authorize, upon appeal, variances from the provisions of this Ordinance which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the Ordinance will result in unnecessary hardship; and
 - (3) Shall use the rules, procedures, duties and powers authorized by Statute in hearing and deciding appeals and authorizing variances.
- (b) **Who May Appeal.** Appeals to the Board of Appeals may be taken by any aggrieved person or by any office, officer, department, board, commission or committee of the Village of Caledonia affected by any decision of the Village Engineer.

SEC. 15-6-16 SEVERABILITY.

If a court of competent jurisdiction determines any Section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of the Ordinance shall remain in force and not be affected by such judgment.

SEC. 15-6-17 EFFECTIVE DATE.

This Ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing Ordinance was duly adopted by the Village Board of the Village of Caledonia on the 4th day of April, 2016 and renumbered approved 12th of December, 2023.”

6. That Chapter 3 of Title 15 of the Code of Ordinances for the Village of Caledonia entitled Regulations for Moving and Razing Buildings be, and hereby is, created to read as follows:

“CHAPTER 3

SEC. 15-3-1 REGULATIONS FOR MOVING AND RAZING BUILDINGS.

- (a) **General.** No person shall move any building or structure upon any of the public Right of Way Permit in the Village without first obtaining a Permit therefor from the Building Inspector and upon the payment of the required fee. Every such Permit issued by the Building Inspector for the moving of a building shall designate the route to be taken, the conditions to be complied with, and shall limit the time during which said moving operations shall be performed.
- (b) **Moving Damaged Buildings.** No buildings shall be repaired, altered or moved within or into the Village that have deteriorated, have been damaged by any cause (including such moving and separation from its foundation and service connections in case of moved buildings) by fifty percent (50%) or more of its equalized value; and no Permit shall be granted to repair, alter or move such building within or into the Village.

- (c) **Continuous Movement.** The movement of buildings shall be a continuous operation during all the hours of the day and day by day until such movement is fully completed. All of such operations shall be performed with the least possible obstruction to thoroughfares. No building shall be allowed to remain overnight upon any street crossing or intersection or so near thereto as to prevent easy access to any fire hydrant or any other public facility. Adequate lighting shall be kept in conspicuous places at each end of the building during the night.
- (d) **Street Repair.** Every person receiving a Permit to move a building shall, within one (1) day after said building reaches its destination, report that fact to the Building Inspector who shall thereupon, in the company of the Village Highway Superintendent, inspect the streets and highways over which said building has been moved and ascertain their condition. If the removal of said building has caused any damage to any street or highway, the person to whom the Permit was issued shall forthwith place them in good repair as they were before the Permit was granted. On the failure of the said permittee to do so within ten (10) days thereafter to the satisfaction of the Village Board, said Village Board shall repair the damage done to such streets and highways and hold the person obtaining such permit and the sureties on his bond responsible for the payment of the same.
- (e) **Conformance with Code.** No Permit shall be issued to move a building within or into the Village and to establish it upon a location within the Village until the Building Inspector has made an investigation of such building at the location from which it is to be moved and is satisfied from such investigation that said building is in a sound and stable condition and of such construction that it will meet the requirements of this Building Code in all respects. A complete plan of all further repairs, improvements, and remodeling with reference to such building shall be submitted to the Building Inspector; and the Building Inspector shall make a finding of fact to the effect that all such repairs, improvements, and remodeling are in conformity with the requirements of this Building Code and that when the same are completed the building, as such, will so comply with said Building Code. In the event a building is to be moved from the Village to some point outside the boundaries thereof, the provisions with respect to the furnishing of plans and specifications for proposed alterations to such building may be disregarded.
- (f) **Bond.**
 - (1) Before a Permit is issued to move any building over any public Right-of-Way in the Village, the party applying therefor shall give a bond to the municipality in a sum to be fixed by the Building Inspector and which shall not be less than One Thousand Dollars (\$1,000.00), said bond to be executed by a corporate surety or two (2) personal sureties to be approved by the Village Board or designated agent conditioned upon, among other things, the indemnification to the Village for any costs or expenses incurred by it in connection with claims for damages to any persons or property and the payment of any judgment, together with the costs and expenses incurred by the Village in connection therewith arising out of the removal of the building for which the Permit is issued.
 - (2) Unless the Building Inspector, upon investigation, shall find it to be a fact that the excavation exposed by the removal of such building from its foundation shall not be so close to a public Right-of-Way as to permit the accidental falling therein of travelers or the location, nature and physical characteristics of the premises and the falling onto such excavation of children under twelve (12) years of age unlikely,

the bond required by Subsection (f)(1) shall be further conditioned upon the permittee erected adequate barriers and within forty-eight (48) hours filling in such excavation or adopting and employing such other means, devices or methods approved by the Building Inspector and reasonably adopted or calculated to prevent the occurrences set forth herein.

- (g) **Insurance; Hold Harmless.** The Building Inspector shall require, in addition to said bond above indicated, public liability insurance covering injury to one (1) person in the sum of not less than Two Million Dollars (\$2,000,000.00) and for one (1) accident in a sum not less than One Million Dollars (\$1,000,000.00), together with property damage insurance in a sum not less than Five Hundred Thousand Dollars (\$500,000.00), or such other coverage as deemed necessary. The permittee shall add, by specific enforcement, the Village, its officials, officers, employees, agents and consultants as additional insureds on its required liability policies. Certificate of insurance shall be provided to the Village and such Certificate shall provide that the Village shall receive a thirty (30) day notice of intent to not renew such insurance and/or cancellation of insurance for nonpayment of premium or for any other reason. In such instance, the permittee shall provide substitute certificates of insurance meeting the requirements of this Section. The permittee shall comply with all local, state and federal laws, rules, regulations. As a condition of the Permit, permittee agrees to indemnify, defend and hold the Village harmless from and against any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits incurred by, or brought against, the Village arising out of, related to, or connected with, the moving of the building and/or the permit issued hereunder.

(h) **Architectural Approval.**

- (1) No such Permit shall be issued unless it has been found as a fact by the Village Board by at least a majority vote after an examination of the application for the Permit, which shall include exterior elevations of the building and accurate photographs of all sides and views of the same, and in case it is proposed to alter the exterior of said building, plans and specifications of such proposed alterations and after a view of the building proposed to be moved and of the site at which it is to be located that the exterior architectural appeal and functional plans of the building to be moved or moved and altered will not be so at variance with either the exterior architectural appeal and functional plan of the buildings already constructed or in the course of construction in the immediate neighborhood for the character of the applicable district established by the Zoning Ordinances governing the Village, or any Ordinance amendatory thereof or supplementary thereto, as to cause a substantial depreciation in the property values of said neighborhood within said applicable district. In case the applicant proposes to alter the exterior of said building after moving the building the applicant shall submit with his application papers complete plans and specifications for the proposed alterations. Before a Permit shall be issued for a building to be moved and altered, the applicant shall give a bond to the Village Board, which shall not be less than One Thousand Dollars (\$1,000.00) to be executed in the manner provided in Subsection (f) hereof to the effect that the applicant will, within a time to be set by the Village Board, complete the proposed exterior alterations to said building in the manner set forth in his plans and specifications. This bond shall be in addition to any other bond or surety which

may be required by other application Ordinances of the Village. No Certificate of Occupancy shall be issued for said building until the exterior alterations proposed to be made have been completed.

- (2) Upon application being made to the Building Inspector, he shall request a meeting of the Village Board to consider applications for moving permits which he has found comply in all respects with all other Ordinances of the Village. The Village Board may, if it desires, hear the applicant for the Moving Permit in question and/or the owner of the lot on which it is proposed to locate the building in question, together with any other persons, either residents or property owners, desiring to be heard, giving such notice of meeting as they may deem sufficient. Such meeting may be adjourned for a reasonable length of time; and within five (5) days after the close of the meeting, the Village Board shall, in writing, make or refuse to make the finding required by this Subsection and file it in the office of the Village Clerk who shall send a copy of it to the Building Inspector.

SEC. 15-3-2 RAZING BUILDINGS.

- (a) **Authority; Raze Order.** The Building Inspector is hereby authorized to act for the Village under the provisions of Sec. 66.0413 of the Wisconsin Statutes relating to the razing of buildings and all acts amendatory thereof and supplementary thereto. The Village Treasurer is authorized to assess and collect, as a special charge against the real property, the costs incurred by the Village for proceeding in accordance with Wis. Stat. § 66.0413.
- (b) **Utilities; Excavations To Be Filled.** Before a building can be demolished or removed, the owner or agent shall notify all utilities having service connections within the building, such as water, electric, gas, sewer, and other connections. A Permit to demolish or to remove a building shall not be issued until it is ascertained that service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner. Excavations shall be filled with solid fill to match lot grade within five (5) days of removal of the structure. Any excavation shall be protected with appropriate fences, barriers and/or lights.
- (c) **Permit Procedure.** No building shall be razed, as defined in Section 66.0413, Wis. Stat., in the Village without a raze permit issued by the Building Inspector. The Building Inspector shall issue or deny requests for Raze Permits within sixty (60) days of receiving a Permit application. In their review of the Permit application, the Building Inspector shall, investigate the historical significance, if any, of the building to be razed, and consider other facts that affect the issuance of a Raze Permit such as the health and safety of the public, the condition of the building, history of violations, and other fact specific inquiries. The Village Board shall set an application fee for such raze permit by Resolution from time-to-time. A permit to raze a building that is issued by the Building Inspector shall be transmitted to the Village Assessor.”

7. That Chapter 4 of Title 15 of the Code of Ordinances for the Village of Caledonia entitled Swimming Pools be, and hereby is, created to read as follows:

**“CHAPTER 4
SWIMMING POOLS**

15-4-1 SWIMMING POOLS.

The purpose of these regulations is to insure the safe and proper in installation and/or alteration of swimming pools in relation to property, dwellings, and safety.

- (a) **Definition.** "Private swimming pool" means a receptacle for water or an artificial pool of water having a depth at any point of more than 2 feet, whether above or below ground.
- (b) **General Guidelines.** Private swimming pools shall:
 - (1) Require a Building Permit, unless, the pool is 99 square feet in area or less, is less than 4 feet in depth, and is removed by November 1st, for the winter. (All 3 conditions must be met not require a Building Permit.)
 - (2) Not be located in the front yard.
 - (3) Not be closer than 8 feet to any dwelling or outbuilding(s).
 - (4) Be completely enclosed by a fence not less than 48 inches in height and be constructed in such a manner so that a ball 6 inches in diameter cannot pass through the fence.
 - (5) Have ladders or stairs that can be removed or secured in such a manner as to prevent access when unattended.
 - (6) Not be filled until fencing is completely installed.
 - (7) Be equipped with a lock or self-closing, self-latching device placed at the top of the gate.
 - (8) Have equipment, including circulating pumps and filters be located so as not to create a nuisance or noise problem, and if necessary, be shielded or protected by a barrier.
 - (9) Be maintained in such a way as to not create a nuisance, hazard, eyesore or have an adverse effect on neighboring properties or be detrimental to public health, safety, or welfare.
 - (10) Be constructed so as to not allow water from the pool to drain into any sanitary sewer or septic tank, nor to overflow on or cause damage to, any adjoining property. Provisions may be made for draining the contents of any swimming pool into a storm sewer, but such installation shall be subject to prior approval of the Residential Plumbing Inspector.
- (c) **Permit Required.**
 - (1) No person shall construct, install, enlarge, or alter any swimming pool or erect a covering over or around any swimming pool unless a Building Permit has been obtained from the Residential Building Inspector.
 - (2) An application for a Building Permit shall be accompanied by plans drawn to scale, showing the following:
 - (a) Location of pool on lot, with distances from all lot lines and structures.
 - (b) Fence height (48 inches, minimum).

- (c) Specifications of pool.
- (d) A plat of survey or accurate drawing indicating existing structures, fences, and utility lines.
- (e) Any decks to be constructed around or adjacent to the pool.
- (3) All permit work shall be inspected by the Building Inspector and Residential Electrical Inspector upon completion of work, prior to use.
- (d) **Exceptions.** No fence shall be required for above ground pools that are at least 4 feet above grade.
- (e) **Filling of Pool.** The filling of a pool from a residential hose sill cock shall be anti-siphonic and acceptable to the Residential Plumbing Inspector. In filling a pool or replenishing the water supply of such pool, the device used to convey the water supply shall not be submerged at any time into the existing or present water contents.
- (f) **Enforcement.** The Department of Building Inspection shall be responsible for enforcing the standards of this Section.
- (g) **Penalty.** Any person convicted of violating this Section shall forfeit not less than \$250 nor more than \$500 per violation, or upon default of payment be imprisoned for not more than 20 days."

8. This ordinance shall take effect upon adoption and publication as provided by law.

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

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, Village President

Attest: _____
_____, Deputy Clerk

770272.001(924) 12-7-23

RESOLUTION NO. 2023-123

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
CONTRACT WITH RACINE COUNTY VISITORS AND CONVENTION BUREAU
FOR TOURISM SERVICES**

WHEREAS, the Village of Caledonia has contracted with Racine County Convention and Visitors Bureau, Inc. for tourism services for many years and Racine County Convention and Visitors Bureau, Inc. has served as Racine County's Visitors and Convention Bureau; and

WHEREAS, in 2023, the Village of Caledonia terminated their contractual relationship with Racine County Convention and Visitors Bureau, Inc. as the contract at the time was outdated and not reflective of the current relationship; and

WHEREAS, Racine County Convention and Visitors Bureau, Inc. was experiencing significant changes in structure and form, the Village of Caledonia decided to not form a new contract immediately upon termination of the old contract; and

WHEREAS, contracting with Racine County Convention and Visitors Bureau, Inc. will allow the Village of Caledonia to have representation on the Racine County Convention and Visitors Bureau, Inc. board that will participate in how the organization moves forward in providing tourism and marketing services to the County members in the future, and

WHEREAS, Racine County Convention and Visitors Bureau, Inc. has proposed a short-term contract that would allow the Village of Caledonia participation in the Racine County Convention and Visitors Bureau, Inc. board and the Village of Caledonia would like to contract with Real Racine for a term beginning in July 1, 2023 through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and the Racine County Convention and Visitors Bureau, Inc. for tourism services for October 2022 through July 2023 as set forth in Exhibit A which is attached hereto and incorporated herein, for 70% of room tax revenue is authorized and approved and the Village President and Village Clerk are authorized to execute said contract.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Megan O'Brien, Deputy Village Clerk

AGREEMENT FOR TOURISM PROMOTION AND TOURISM DEVELOPMENT SERVICES

THIS AGREEMENT is entered into by and between Racine County Convention and Visitors Bureau, Inc. (d/b/a Visit Racine County), a Wisconsin non-stock corporation ("Visit Racine County"), and the Village of Caledonia, a Wisconsin municipal corporation (the "Municipality"). This Agreement will be in effect starting August 1, 2023 through August 1, 2024.

R E C I T A L S:

A. The Municipality has implemented a room tax under section 66.0615 of the Wisconsin statutes.

B. Section 66.0615 of the Wisconsin statutes requires a municipality collecting a room tax to forward at least 70% of the room tax collected by it to a tourism entity or a tourism commission to be spent on tourism promotion and tourism development (except where grandfathering allows the municipality to forward a lesser amount).

C. Visit Racine County is a non-profit convention and visitors bureau engaged in tourism promotion and tourism development within Racine County, Wisconsin with a mission to promote and advocate for the development of Racine County, Wisconsin as an attractive visitor destination in order to enhance the local economy.

D. The parties wish to enter into an agreement whereby the Municipality will forward 80% of the room tax collected by the Municipality to Visit Racine County to be used by Visit Racine County for tourism promotion and tourism development within the Municipality.

NOW, THEREFORE, in consideration for the mutual covenants herein, and for other good and valuable consideration, it is agreed as follows:

1. Recitals. The above recitals are incorporated herein by reference as though set forth in their entirety.

2. Room Tax. The Municipality will forward 70% of the room tax collected by it to Visit Racine County in the manner required by section 66.0615 of the Wisconsin statutes to be spent by Visit Racine County on tourism promotion and tourism development. The room tax required to be forwarded by the Municipality to Visit Racine County hereunder shall be remitted to Visit Racine County monthly. In the case of any change in the percentage of room tax collections the Municipality is required to forward to a tourism entity or commission under section 66.0615 of the Wisconsin statutes, whether due to a change in the law or a change in circumstances, then:

(a) in the event the percentage the Municipality is required to forward to a tourism entity or commission increases above the percentage stated in this section, the percentage described in this section shall be automatically increased to match the percentage of room tax collections the Municipality is required to forward to a tourism entity or commission under the then current version of the law as of the effective date of the change under the law, and

(b) in the event the percentage the Municipality is required to forward to a tourism entity or commission decreases below the percentage stated in this section, the percentage described in this section may be decreased, upon written notice by the Municipality to Visit Racine County, to the lower percentage required under the then current version of the law (or a greater amount acceptable to the Municipality) with such change taking effect as of the date six (6) months after notice is given. Notwithstanding the above, if the decrease in the amount to be forwarded is mandatory, then the decrease shall be effective as the effective date of the change under the law. The notice from the Municipality shall include an explanation as to the reason for the decrease.

3. Visit Racine County Services. In exchange for the Municipality forwarding room tax as required by section 2 above, Visit Racine County agrees to serve as the tourism entity for the Municipality under section 66.0615 of the Wisconsin statutes and to spend such room tax on tourism promotion and tourism development likely to result in paid overnight stays in the Municipality, including, without limitation, to:

(a) Undertake marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, and efforts to recruit conventions, sporting events, or motorcoach groups to the greater Racine County area, including, to the Municipality.

(b) Provide transient informational services.

(c) Promote and market events and attractions within the Municipality through the Municipality's normal marketing and advertising channels.

(d) Generally promote and advocate for greater Racine County, including the Municipality, as an attractive destination for recreational, business, or educational purposes.

(e) Attract events to the greater Racine County area that are likely to generate tourism and paid overnight stays in the Municipality.

(f) Consult with the Municipality with respect to tangible development projects within the Municipality that are likely to generate tourism and paid overnight stays in the Municipality.

(g) Employ destination marketing, professional and support staff, and consultants with the expertise to accomplish the above tasks as well as any special projects set forth in section 4 below.

4. Special Projects. In addition to the activities listed in section 3 above, Visit Racine County will undertake the following specified projects/activities with respect to tourism promotion and tourism development within the Municipality:

- Caledonia Conservancy & Trails
- Caledonia Historical Village
- Parks and Recreation
- Campgrounds and Local Events

5. Reporting. On or before April 1st of each year, Visit Racine County shall report the following information to the Municipality: (a) all expenditures of one thousand (\$1,000) Dollars or more by Visit Racine County with respect to tourism promotion and tourism development in the previous calendar year that Visit Racine County deemed reasonably likely to generate paid overnight stays in the Municipality; and (b) a list of each member of Visit Racine County's board of directors, and the name of the business entity the board member owns, operates, or is employed by, if any. It is agreed that Visit Racine County's board shall include at least one board member who is an owner or operator of a lodging facility that collects the room tax within the Municipality. The parties acknowledge and agree that tourism promotion and tourism development activities by Visit Racine County within the greater Racine County area shall constitute tourism promotion and tourism development in the Municipality to the extent such activities are reasonably likely to generate paid overnight stays within the Municipality.

6. Term and Termination. This Agreement shall become effective as of the date and year first above written, shall be reviewed annually by the Municipality and Visit Racine County, and continue in effect until terminated as follows:

(a) Upon at least three (3) months' notice from either party to the other effective as of January 1 of the calendar year following the year in which such notice is given;

(b) Upon mutual agreement of the parties;

(c) Upon the Municipality ceasing to collect a room tax pursuant to section 66.0615 of the Wisconsin statutes or a successor statute.

7. Independent Contractor Status. Visit Racine County will be acting as an independent contractor in providing services hereunder. Visit Racine County will have complete control over its own employees and the manner and means of performing its obligations hereunder, except that the performance of any services at the Municipality's facilities shall be subject to the rules, policies and procedures established therefor by the Municipality from time to time.

8. Covenant / Indemnification. Visit Racine County represents that it is a non-profit convention and visitors bureau engaged in tourism promotion and tourism development within Racine County, Wisconsin with a mission to promote and advocate for the development of Racine County, Wisconsin as an attractive visitor destination to enhance the local economy. Visit Racine County will use the room tax forwarded to it as provided in sections 3 and 4 above and will provide the reporting described in section 5 above. Visit Racine County makes no other representations, warranties, or covenants with respect to the Municipality's activities with respect to room tax, including, without limitation, as to whether such activities and the Municipality's performance of this Agreement comply with section 66.0615 of the Wisconsin statutes. The Municipality agrees to indemnify, defend and hold Visit Racine County harmless from and against any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits incurred by, or brought against, Visit Racine County arising out of, related to, or connected with, allegations that the Municipality's performance under this Agreement or the Municipality's other room tax related activities are illegal or otherwise unlawful under section 66.0615 of the Wisconsin statutes. Nothing herein shall be construed to require any indemnification, hold harmless or defense of a claim by the Municipality that Visit Racine County breached this Agreement.

9. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement.

10. Modification. This Agreement may only be amended, supplemented, or otherwise modified by a writing executed by both parties hereto.

11. Successors. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and permitted assigns of the parties.

12. Governing Law. All matters relating to or arising out of this Agreement or the transaction contemplated herein and the rights of the parties will be governed by and construed and interpreted under the laws of the State of Wisconsin without regard to conflicts of laws principles that would require the application of any other law.

13. Attorneys' Fees. In the event any proceeding is brought in respect of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding, in addition to any relief to which such party may be entitled.

14. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when mailed to the following address by certified mail or by

a nationally recognized overnight courier service (costs prepaid) addressed to the following address:

VISIT RACINE COUNTY: Interim Executive Director
14015 Washington Avenue
Sturtevant, Wisconsin 53177

MUNICIPALITY: Village of Caledonia
5043 Chester Lane
Racine, WI 53402

15. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

This Agreement has been signed by the parties through their duly authorized representatives effective as of the ____ day of _____, 2023.

**RACINE COUNTY CONVENTION
AND BUREAU, INC.**

VILLAGE OF CALEDONIA

By: _____
Cari Greving, Interim
Executive Director

By: _____
Tom Weatherston, President

WITNESS: _____
Kathy Kasper, Administrator

RESOLUTION NO. 2023-125

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
ADOPTING THE BUILDING CODE, PERMIT, AND INSPECTION FEE SCHEDULE
FOR FEES UNDER TITLE 15 OF THE VILLAGE OF CALEDONIA
CODE OF ORDINANCES**

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

WHEREAS, the Village Board, shall establish by resolution from time-to-time, in accordance with Title 15 of the Village's Code of Ordinances, including but not limited to Sections 15-1-3(b)(7), 15-1-23, 15-1-24, 15-1-25, 15-1-27, 15-1-29 and 15-1-33, as authorized by the Wisconsin Statutes, the Wisconsin Administrative Code and the Village's Code of Ordinances, the applicable permit fees, review fees, submission and resubmission fees, inspection and other fees;

WHEREAS, Village staff has reviewed the current schedule of permit fees, review fees, submission and resubmission fees, and inspection fees and has determined that the cost of providing the services for such permits, reviews and inspections has risen and the amounts charged to applicants should be adjusted as set forth in **Exhibit A** attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED THAT the **Exhibit A**, attached hereto and incorporated herein, is hereby adopted as the new schedule for Title 15 permit fees, review fees, submission and resubmission fees, inspection and other fees for the Village of Caledonia for those fees not otherwise set forth directly in the Code of Ordinances.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the effective date of this fee schedule be January 1, 2024.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
President

Attest: _____
Megan O'Brien
Deputy Clerk

770272.001 (924)

EXHIBIT A

BUILDING PERMITS AND INSPECTION FEE SCHEDULE

	FEES
(1) Minimum Permit Fee for all Permits	\$65.00
(2) Residential 1 & 2 Family & Attached Garages	\$0.45/sq.ft.
(3) Apartments 3 Family & over, Row Housing, Multiple Family Dwellings	\$0.46/sq.ft.
(4) Residential Additions & Alterations	\$0.45/sq.ft. or fraction thereof
(5) Commercial, Manufacturing, Industrial, Institutional & Office Buildings	\$0.45/sq.ft. or fraction thereof
(6) Commercial, Manufacturing, Industrial, Institutional & Office Building - Additions	\$0.45/sq. ft. or fraction thereof
(7) Commercial, Manufacturing, Industrial, Institutional & Office Buildings - Alterations	\$0.45/sq. ft. or fraction thereof
(8) Commercial, Manufacturing, Industrial, Institutional – Installation of Demising Wall Only	\$150.00
(9) Early Start Permit for construction of Footings and Foundations Only	\$330.00 Multi-Family, Industrial/Commercial \$250.00 1 & 2 Family
(10) Accessory Structure 249 sq. ft. and under (35 sq.ft. and under does not require Permit)	\$65.00
(11) Agricultural Structure, Detached Garages and Accessory Structure 250 sq.ft. and up	\$0.36/sq.ft.
(12) Above Ground Pool (99 sq. ft. in area and under, is less than 4 ft in depth, and removed by November 1 st does not require Permit)	\$65.00

- | | | |
|------|---|--|
| (13) | In Ground Pools, Above Ground Hot Tub | \$12.50/\$1,000 valuation
\$65.00 minimum |
| (14) | Decks | \$0.45 / sq ft
\$65.00 minimum |
| (15) | Residential Residing, Reroofing, & Repairs
(Over 50% of Structure) | \$65.00 |
| (16) | Commercial, Manufacturing, Industrial,
Institutional & Office Buildings - Residing,
Reroofing & Repairs | \$15.00/\$1,000 valuation
(\$375.00 maximum/bldg.) |
| (17) | All other Buildings, Structures, and
Alterations where sq. ft. contents cannot be
calculated. | \$15.00/\$1,000 valuation
(\$375.00 maximum/bldg.) |
| (18) | Residential Heating, Incinerator units &
Woodburning appliances. | \$65.00/unit |
| (19) | Commercial, Manufacturing, Industrial,
Institutional & Office Buildings - Heating,
Incinerator units & Woodburning
appliances. | \$65.00/unit up to & including
150,000 input BTU's. Additional
fees of \$30.00 per
50,000 BTU or fraction thereof
above 150,000 BTU's. \$1,250
maximum/unit |
| (20) | Commercial, Manufacturing, Industrial,
Institutional & Office Buildings - Exhaust
hoods/Exhaust systems, & Make Up Air
Unit | \$210.00/unit |
| (21) | Heating/Air Conditioning Distribution
system | \$3.00/100 sq. ft. of conditioned
area with a \$65.00 minimum |
| (22) | Residential Air Conditioning Unit -
including permanently installed wall units | \$65.00/unit |
| (23) | Commercial, Manufacturing, Industrial,
Institutional & Office Buildings – Air
Conditioning Unit | \$65.00/unit up to 3 tons 36,000
BTU's. Additional fee
of \$30.00/ton or 12,000 BTU's or
fraction thereof.
\$1,250.00 maximum/unit |

(24)	Wrecking or razing, or interior demolition	\$105.00 minimum + \$0.15/sq.ft. with \$1,000 maximum per structure.
(25)	Moving Buildings over public Right of Ways	\$270.00 + \$0.14/sq.ft.
(26)	Fuel tanks	\$13.00/1,000 gallons for installation with \$165.00/maximum tank \$50.00/tank removal, repairs, alterations.
(27)	Re-Inspection	\$125.00/inspection
(28)	Special Inspections	\$250.00/inspection
(29)	Plan Examination	
a.	Residential 1 & 2 Family	\$300.00/plan
b.	Apartments 3 Family & over, Row Housing, Multiple Family Dwellings	\$355.00 + \$32.00/unit
c.	Commercial, Manufacturing, Industrial, Institutional & Office Buildings – Additions & Alterations	\$355.00/plan
d.	Residential Additions	\$120.00
e.	Residential Alterations	\$70.00
f.	Accessory Structure above 250 sq. ft.	\$85.00
g.	Inground Swimming Pools	\$65.00
h.	Decks	\$65.00
i.	Heating plans, lighting & energy calculations to heating plans, submitted separately	\$81.00/each
j.	Priority Plan Review	At the discretion of the Building Inspector and depending upon the workload of the Department, 2 business day Priority Plan Review may be provided at double the regular rate for Plan Review fees. Priority Plan Review shall not apply to submittals requiring review and/or approval by other

governing agencies of the
municipality.

- k. Resubmission of previously approved Building Plans \$65.00 each

- (30) WI Uniform bldg. permit seal \$80.00 each

Note 1.

Permits may be obtained individually or on one form in the categories of construction, heating, ventilating & air conditioning.

- Note 2. An additional Plan Review Fee may be assessed at the time of application for Renewal of a Permit.

- (31) Occupancy Permit

- a. Residential \$65.00/unit
b. Commercial, Manufacturing, Industrial, Institutional & Office Buildings \$285.00/unit
c. Temporary Occupancy Permits (6 months or less) \$285.00/unit
d. Change of Occupancy (Commercial, Manufacturing, Industrial, Institutional & Office Building) \$285.00

- (32) Erosion Control Fees

- a. Residential 1 & 2 Family \$265.00/lot
b. Apartments 3 Family & over, Row Housing, Multiple Family Dwellings \$400.00/building + \$7.50/1000 sq.ft. of disturbed lot area with \$4,250.00 maximum
c. Commercial, Manufacturing, Industrial, Institutional & Office Buildings \$400.00/building + \$7.50/1,000 sq. ft. of disturbed lot area with \$4,250.00 maximum.
d. Other \$65.00 minimum

- (33) Failure to call for an Inspection \$125.00/per inspection

- (34) Miscellaneous
- (a) Triple Fees. Upon failure to obtain a Permit before work on a structure has been started, except in emergency cases, the total fee shall be triple fees imposed above.
- (b) Calculations
- (1) Gross square footage calculations are based on exterior dimensions, including garage and each finished floor level. Unfinished basements or portions thereof are not included.
- (2) Cubic contents shall be defined as follows: The volume of the structure enclosed by the outer surface of the exterior walls from the top of the footing to the average height of the roof.
- (3) In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical or plumbing work.

PLUMBING PERMIT AND INSPECTION FEE SCHEDULE.

(1)	Residential Minimum Permit Fee	\$60.00 with exception of water heater or dishwasher replacement, which shall be \$25.00
(2)	Commercial, Manufacturing, Industrial, Institutional & Office Buildings Minimum Permit Fee	\$100.00
(3)	Each plumbing fixture	\$14.00
(4)	Outside sanitary sewer	\$75.00 plus \$.55 per foot for each foot over 100 feet
(5)	Outside storm sewer	\$75.00 plus \$.55 per foot for each foot over 100 feet
(6)	Outside water	\$75.00 plus \$.55 per foot for each foot over 100 feet
(7)	Building sewer abandonment	\$60.00
(8)	Septic tank abandonment	\$60.00
(9)	Well abandonment/registration	\$60.00
(10)	Re-Inspection	\$125.00/inspection
(11)	Sanitary Building Drain (interior)	\$60.00 plus \$.55 for each foot over 100 feet
(12)	Storm Building Drain (interior)	\$60.00 plus \$.55 for each foot over 100 feet

ELECTRICAL PERMIT AND INSPECTION FEE SCHEDULE.

- (a) For construction of a new Single Family Residential Building with one (1) through five (5) bedrooms, the per bedroom residential unit fee shall include the following unit charge plus an ampere service charge as per (e).
- (1) Unit Charge:
- | | | |
|----|--------------------------------|----------|
| a. | Per 1-bedroom residential unit | \$55.00 |
| b. | Per 2-bedroom residential unit | \$57.00 |
| c. | Per 3-bedroom residential unit | \$75.00 |
| d. | Per 4-bedroom residential unit | \$95.00 |
| e. | Per 5-bedroom residential unit | \$115.00 |
- (b) For construction of a new two (2)-Family Residential Building with each living unit having one (1) through four (4) bedrooms, the bedroom residential units fee shall include the following units charge plus an ampere service charge as per (e).
- (1) Units Charge:
- | | | |
|----|-----------------------------|----------|
| a. | 1-bedroom residential units | \$110.00 |
| b. | 2-bedroom residential units | \$114.00 |
| c. | 3-bedroom residential units | \$150.00 |
| d. | 4-bedroom residential units | \$190.00 |
- (c) For construction of a new three (3)-Family or larger Multi-Family Residential Building with one (1) through four (4) bedrooms per unit, the per bedroom residential unit fee shall include the following unit charge plus an ampere service charge as per (e).
- (1) Unit Charge:
- | | | |
|----|--------------------------------|---------|
| a. | Per 1-bedroom residential unit | \$55.00 |
| b. | Per 2-bedroom residential unit | \$57.00 |
| c. | Per 3-bedroom residential unit | \$75.00 |
| d. | Per 4-bedroom residential unit | \$95.00 |
- (d) Any electrical work for New Construction, Additions, or Alterations to Commercial, Manufacturing, Industrial, Institutional, Office Buildings and Agricultural Structures or properties shall be subject to the following fees in addition to (e).
- (1) Electrical work costing \$0.00 to \$1,850.00 shall be the minimum fee of \$100.00.
- (2) Electrical work costing \$1,850.00 to \$10,000.00 shall be \$2.25 per \$100.00 of the total cost or fraction thereof plus \$100.00.

- (3) Electrical work costing over \$10,000.00 shall be \$1.25 per \$100.00 of the total cost or fraction thereof plus \$325.00.
- (e) Ampere Service Charge shall be as follows and shall apply to all new, additional, or altered electrical services.
- (1) New Meter or Additional Meter (Solar & Misc.) \$55.00
 - (2) Up to and including 100 ampere service \$55.00 plus \$1.50 per circuit.
 - (3) Over 100 to 200 ampere service \$60.00 plus \$1.50 per circuit.
 - (4) Over 200 to 400 ampere service \$75.00 plus \$1.50 per circuit.
 - (5) Over 400 to 600 ampere service \$85.00 plus \$1.50 per circuit.
 - (6) Over 600 to 800 ampere service \$110.00 plus \$1.50 per circuit.
- (f) The Residential Minimum Permit Fee shall be \$60.00.
- (g) The Commercial, Manufacturing, Industrial, Institutional, Office Buildings & Agricultural Minimum Permit Fee shall be \$100.00.
- (h) The fee for any re-inspection shall be \$125.00.
- (i) Alternate Sources of Power; Permit Required; Fee. Admin. Code Sec. SPS 316.701 entitled "Legally Required Standby Systems" is incorporated by reference as though fully set forth herein. Compliance with such section is required. A Permit and Inspection for alternate sources of power, including electrical solar systems and generators, as set forth in this Section is required and the Fees for such Permit shall be as follows:

(1) Residential Usage - Alternate Sources of Power

Alternate Sources of Power Including Electrical Solar Power & Generator Systems	Minimum Fee of \$60.00	\$5.00 per kw + Min. Fee(Installation) + New Service Charge + Per Circuit = Total Fee
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(2) Commercial, Manufacturing, Industrial, Institutional, Office Buildings & Agricultural Usage - Alternate Sources of Power

Alternate Sources of Power Including Electrical Solar Power & Generator Systems	Minimum Fee of <u>\$100.00</u>	\$5.00 per kw + Min. Fee (Installation) + New Service Charge + Per Circuit = Total Fee
---	--------------------------------	--

**ENGINEERING DEPARTMENT FEES FOR BUILDING PERMITS AND OTHER
ENGINEERING SERVICES.**

	<u>FEES</u>
(1) Building Plan and Building Permit Application Review	
a. Residential 1 & 2 Family & Attached Garages	\$225.00
b. Apartments 3 Family & over, Row Housing, Multiple Family Dwellings	\$50.00 per hour plus any direct cost to the Village for outside services, \$4,600 maximum per building, excluding direct costs above.
c. Residential Additions	\$75.00
d. Commercial, Manufacturing, Industrial, Institutional & Office Buildings	\$50.00 per hour plus any direct cost to the Village for outside services, \$4,600 maximum per building, excluding direct costs above.
e. Early Start Permit for construction of Footings and Foundations Only	\$250.00
f. Agricultural Structures, Detached Garages and Accessory Structures	\$85.00
g. Swimming pools (Above & In Ground), Sheds	\$35.00
h. Solar – Ground Systems, Wind, Geothermal or Hydro Systems	\$35.00
i. Priority plan review completed as per 1	<u>double</u> the regular rate identified in Section 15-1-27 (a)(1) a. through h.
j. Resubmission of previously approved Building Plans	\$125.00 each
(2) Other Engineering Related Fees	
a. Fence Permit	\$50.00 – Residential \$100.00 - Commercial
b. Fence Variance	\$65.00
c. Land Disturbance <1 Acre	\$50.00 (per 180-day period)
d. Land Disturbance >1 Acre	\$200.00 (per 180-day period)
e. Land Disturbance in Shoreland Area	\$100.00
f. Land Disturbance Extension	\$50 for < 1 acre / \$200.00 >1 acre
3. Miscellaneous	
a) Triple fees. Upon failure to obtain a permit before work on a building or other engineering related project has been started, except in emergency cases, the total fee shall be triple the fees imposed above.	

- b) Payment of fees. All fees, except 15-1-27(a)(2), shall be paid prior to or at the time of issuance of the related permit. The fee for 15-1-27(a)(2) shall be paid at time of submission of the application.

RENEWABLE ENERGY SYSTEMS

- (1) Solar – Ground Systems, Wind, Geothermal or Hydro Systems
 - a. Residential \$270.00 per system
 - b. Commercial \$540.00 per system

RESOLUTION NO. 2023-126

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±252 SQUARE-FOOT STORAGE BUILDING FOR THE PROPERTY LOCATED AT 8334 CTH V, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; ST. NIKOLA SERBIAN ORTHODOX CHURCH, APPLICANT, ST. NIKOLA'S ASSOCIATION INC., OWNER

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

WHEREAS, St. Nikola Serbian Orthodox Church, Applicant, has requested a site, building, and operations plan to construct a ±252 square-foot storage building for property located at 8334 CTH V, Parcel ID No. 104-04-22-06-057-000, Village of Caledonia, Racine County, WI; and,

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

1. The proposed use is allowed by underlying zoning through the building, site & operation plan review process.
2. The proposed building is a permitted accessory use for a park zoning district.

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 December, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Megan O'Brien, Village Deputy Clerk

RESOLUTION NO. 2023-127

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±647 SQUARE-FOOT ADDITION TO THE EXISTING COMMERCIAL BUILDING FOR THE PROPERTY LOCATED AT 10616 NORTHWESTERN AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; RAJWINDER SINGH, APPLICANT, FRANKSVILLE MARKET LLC, OWNER

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

WHEREAS, Rajwinder Singh, Applicant, has requested a site, building, and operations plan to construct a ±647 square-foot addition to the existing commercial building for property located at 10616 Northwestern Avenue, Parcel ID No. 104-04-22-32-029-000, Village of Caledonia, Racine County, WI; and,

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

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

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Megan O'Brien, Village Deputy Clerk

RESOLUTION NO. 2023-128

**A RESOLUTION OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A
CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A TRUCK LOGISTIC
BUSINESS WITH OUTDOOR STORAGE OF SEMI-TRACTORS AND TRAILERS FOR THE
PROPERTY LOCATED DIRECTLY EAST OF 5735 USH 41, PAVLE DUNDER, APPLICANT,
JOHN & BRIDGET PETTINGER, OWNERS**

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

WHEREAS, Pavle Dunder, Applicant, requested a conditional use permit to allow the operation of a truck logistic business with outdoor storage of semi tractors and trailers for the property located at directly east of 5735 USH 41, John & Bridget Pettinger, Owners; Parcel ID No.: 104-04-22-19-038-000.

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 December, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Megan O'Brien
Village Deputy Clerk

Exhibit A:

Conditions and Restrictions

Applicant: Pavle Dunder
Property Address(es): USH 41
Parcel ID No.: 104-04-22-06-019-000

Approved by Plan Commission: November 27, 2023
Approved by Village Board:

1. LEGAL DESCRIPTION

Part of the fractional Northwest 1/4 of Section 19, Township 4 North, Range 22 East of the Fourth Principal Meridian, bounded and described as follows:
Commence at the Northwest corner of said Section; thence S00°16'35"E, 1127.74 feet along the West line of said Northwest 1/4 Section; thence N89°20'07"E, 417.00 feet to the point of beginning of this description; continue thence N89°20'07"E, 948.30 feet; thence S00°16'35"E, 812.44 feet parallel with the West line of said Northwest 1/4 Section; thence S89°20'06"W, 1278.30 feet to the East line of the East Frontage Road; thence N00°16'35"W, 680.45 feet along said East line and parallel with the West line of said Northwest 1/4 Section; thence N89°20'07"E, 330.00 feet; thence N00°16'35"W, 132.00 feet parallel with the West line of said Northwest 1/4 Section to the point of beginning.
Said land being in the Village of Caledonia, County of Racine, State of Wisconsin. Containing 22.841 Acres.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

B. The conditional use as set forth in the application, narrative, and concept site plans received October 27, 2023 are incorporated hereby by reference and shall be modified to comply with these conditions and restrictions. A precise detailed site plan for the area affected by the conditional use, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) General Development Plan

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

2) Landscape Plan

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

3) Building Plan

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

4) Lighting Plan

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

5) Grading, Drainage and Stormwater Management Plan

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

6) Fire Protection

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

- 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 truck logistic business with outdoor storage of semi tractors are trailers is permitted.
 - i. Tractors and trailers shall be located in areas as approved through the building, site, and operation plan review process.
- C. Solid waste collection and recycling shall be the responsibility of the applicant.
- D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way.

4. PARKING AND ACCESS

- A. A Traffic Impact Analysis (TIA) shall be performed and submitted to the Village Engineer for review prior to the submission of applications for Plan Commission review of site, building, landscaping, lighting, and similar plans. Required roadway improvements and modifications identified in the TIA shall be the responsibility of the applicant and all such improvements shall be installed prior to issuance of any occupancy permits and in accordance with a schedule established by the Village Engineer.
- B. Parking areas 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.

Exhibit A:

Conditional Use Permit

Conditions and Restrictions

6. SETBACKS

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

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

7. TIME OF COMPLIANCE

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

8. OTHER REGULATIONS

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

9. STORMWATER

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

10. FIRE DEPARTMENT APPROVAL

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

11. CALEDONIA SEWER AND WATER UTILITY DISTRICTS

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

Exhibit A:

Conditional Use Permit

Conditions and Restrictions

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 or Racine County employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.

17. COMPLIANCE WITH LAW

The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.

18. REIMBURSE VILLAGE COSTS

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

19. AMENDMENTS TO CONDITIONAL USE

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

20. BINDING EFFECT

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

21. VIOLATIONS & PENALTIES

Any violations of the terms of this conditions and restrictions of this Conditional Use shall be subject to enforcement and the issuance of citations in accordance with Village Code of Ordinances. If the owner,

Exhibit A:

Conditional Use Permit

Conditions and Restrictions

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, Pavle Dunder, Avala Express 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. 2023-129

**A RESOLUTION OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A
CONDITIONAL USE PERMIT TO ALLOW THE CONSTRUCTION AND OPERATION OF A 73-
UNIT SENIOR-LIVING APARTMENT BUILDING FOR THE PROPERTY LOCATED DIRECTLY
EAST OF 5333 DOUGLAS AVENUE, ALF MCCONNELL, APPLICANT; ALFRED G. MCCONNELL
TRUST AGREEMENT DATED AUGUST 5, 1993, OWNER**

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

WHEREAS, Alf McConnell, Applicant, requested a conditional use permit to allow the construction and operation of a 73-unit senior-living apartment building for the property located directly east of 5333 Douglas Avenue, Alfred G. McConnell Trust under trust agreement dated August 5, 1993, Owner; Parcel ID No.: 104-04-23-20-102-131.

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 high density residential land use for the parcel.
3. The Proposed use is consistent with the approved Planned Unit Development Overlay District regulations.

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 December 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Megan O'Brien
Village Deputy Clerk

Exhibit A:

Conditions and Restrictions

Applicant: McConnell Trust Alfred G.
Property Address(es): Douglas Avenue
Parcel ID No.: 104-04-23-20-102-131

Approved by Plan Commission: November 27, 2023
Approved by Village Board:

1. LEGAL DESCRIPTION

BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3057 IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE S 00°28'33" E ALONG THE EAST LINE OF SAID 1/4 SECTION, 601.48 FEET; THENCE S 89°11'18" W, 1049.75 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE S 00°05'36" W, 362.70 FEET; THENCE N 89°11'18" E, 60.01 FEET; THENCE S 00°05'38" W, 19.21 FEET; THENCE S 47°14'44" W, 152.30 FEET; THENCE N 45°50'52" W, 300.41 FEET; THENCE N 00°22'56" W, 271.36 FEET; THENCE N 89°11'18" E, 269.83 FEET, TO THE POINT OF BEGINNING. CONTAINING 108,378 SQUARE FEET 2.488 ACRES MORE OR LESS.

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 use permit unless modified as set forth herein.
- B. The conditional use as set forth in the application, narrative, and concept site plans received November 16, 2023, are incorporated hereby by reference and shall be modified to comply with these conditions and restrictions. A precise detailed site plan for the area affected by the conditional use shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) General Development Plan

- Detailed building/structure location(s) with setbacks
- Square footage of all buildings/structures
- Area(s) for future expansion
- Area(s) to be paved
- Access drive(s) (width and location)
- Sidewalk location(s)
- Parking layout and traffic circulation
- Location(s) and future expansion
- Number & type(s) of dwellings
- Number of garage & surface parking spaces
- Dimensions
- Setbacks
- Location(s) of loading berth(s)
- Location of sanitary sewer (existing & proposed)
- Location of water (existing & proposed)
- Location of storm sewer (existing & proposed)
- Location(s) of wetlands (field verified)
- Location(s) and details of sign(s)
- Location(s) and details of proposed fences/gates

2) Landscape Plan

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

3) Building Plan

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

4) Lighting Plan

- Types & color of fixtures
- Mounting heights
- Types & color of poles
- Photometrics of proposed fixtures

5) Grading, Drainage and Stormwater Management Plan

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

6) Fire Protection

- Locations of existing & proposed fire hydrants
- Interior floor plan(s)
- 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 RM-1, Multi-Family Residential zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code.
- B. Construction and operation of a 73-unit senior-housing building.
- C. Solid waste collection and recycling shall be the responsibility of the Owner.
- D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads, and access drives shall be the responsibility of the Owner. Snow shall not be stored in the public right-of-way.

4. PARKING AND ACCESS

- A. Parking areas 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 Village Electrical Inspector and/or Village 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 shall be at least as follows:

	Street Setback	Rear Setback	Side Setback
Principal Structure	35 ft	50 ft	20 ft
Accessory Structure	35 ft	25 ft	10 ft
Parking	15 ft	0 ft	0 ft

Exhibit A:

Conditional Use Permit

Conditions and Restrictions

7. TIME OF COMPLIANCE

The Owner shall commence work in accordance with these Conditions and Restrictions within two (2) years from the date of adoption of the resolution authorizing this Conditional Use. This Conditional Use approval shall expire in two (2) years 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 Owner shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. STORMWATER

The Owner 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

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

11. CALEDONIA SEWER AND WATER UTILITY DISTRICTS

Owner 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. All buildings shall connect to public sanitary sewer and water prior to occupancy.

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 of 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 facade. All drives shall be paved with asphalt or cement. Parking areas shall be paved. All drives and parking areas shall be maintained in a dust-free condition.

15. PERFORMANCE STANDARDS

Exhibit A:

Conditional Use Permit

Conditions and Restrictions

The Owner 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 Owner must allow any Village or Racine County employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.

17. COMPLIANCE WITH LAW

The Owner is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The Owner is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16, and 18 of the Village of Caledonia Code of Ordinances.

18. REIMBURSE VILLAGE COSTS

Owner shall reimburse the Village for all costs incurred by the Village for review of this rezoning and Conditional Use 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 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 Owner, 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, the Owner, 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.

Exhibit A:
Conditional Use Permit
Conditions and Restrictions

24. SUBSEQUENT OWNERS

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

RESOLUTION NO. 2023-130

**A RESOLUTION OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A
CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A BIO-SOLIDS STORAGE
BUILDING FOR THE PROPERTY LOCATED AT 13038 GOLF ROAD AND THE PARCEL
DIRECTLY EAST OF 13038 GOLF ROAD, APPLICANT, DAN HINTZ, RACINE COUNTY &
HINTZ REAL ESTATE DEVELOPMENT COMPANY, OWNERS**

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

WHEREAS, Dan Hintz, Applicant, requested a conditional use permit to construct a 42'x 720' building for the indoor storage of bio-solids for the parcel located at 13038 Golf Road and the parcel located directly east of 13038 Golf Road, Racine County & Hintz Real Estate Development Company, Owners; Parcel ID Nos.: 104-04-22-31-021-000 & 104-04-22-31-007-000.

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 reasons:

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 industrial/business park 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 December, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Megan O'Brien
Village Deputy Clerk

Exhibit A:

Conditions and Restrictions

Applicant: Dan Hintz, Hintz Real Estate Development Company Approved by Plan Commission: 11/27/23
Property Address(es): 13038 Golf Road & Lot 7, Golf Road Approved by Village Board: _____
Parcel ID Nos.: 104-04-22-31-021-000 & 104-04-22-31-007-000

1. LEGAL DESCRIPTION

13038 Golf Road (Parcel ID No. 104-04-22-31-021-000)

The east one-hundred ninety-eight (198) feet of the south east one-quarter (1/4) of the north west one-quarter (1/4) of Section Thirty-One (31), Township Four (4) North, Range Twenty-Two (22) East. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin.

Parcel 7 (Parcel ID No. 104-04-22-31-007-000)

The Southwest ¼ of the Southeast ¼ of Section 31, Town 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Referred to herein collectively as the "Property" or the "Parcels" if plural or individually as a "parcel".

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 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. The Village may require a letter of credit or bond to be posted to cover the cost of implementing landscaping and to ensure maintenance.
- 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 M-3, Heavy Manufacturing zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code.
- B. Operation of one 72'x420' bio-solids storage building.
- 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

No outdoor lighting is being approved as part of the conditional use. 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.

6. SETBACKS

The minimum setbacks for the proposed bio-solid storage building shall be as follows:

	Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft	40 ft	10 ft
Parking	25 ft	10 ft	10 ft

*Setbacks are modified to require storage facility to comply with separation distances as set forth under Wisconsin law and specifically under Wisconsin Administrative Code Chapters NR 110 and NR 204. Wis. Adm. Code NR 110.15(3)(d) requires a minimum 1,000-foot separation distance from a residential dwelling whether occupied or unoccupied and from land being developed for commercial or residential use.

Exhibit A:

Conditions and Restrictions

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. HOURS OF OPERATION

The hours of operation shall be 7:00 a.m. to 5:00 p.m. Monday through Friday.

9. ODORS

Property owner is responsible for controlling all odors from the facility. If odors become objectionable, as determined by the Village during the proposed storage of the bio-solids, a misting system or other odor suppressing system must be implemented that meets Wisconsin Department of Natural Resources standards.

10. TRUCKS

Trucks accessing the property that contain biosolids shall be maintained in a watertight condition to prevent spillage of materials on the driveway and roadways on the site.

11. COMPLIANCE

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.

12. BIO-SOLID CONTAINMENT

Internal runoff must be contained and disposed of off-site in compliance with Wisconsin DNR regulations. Any spills associated with the proposed transporting and storage of bio-solids must be cleaned up immediately and disposed of off-site in compliance with Wisconsin DNR regulations. Any sediment or bio-solids must be prevented from being tracked onto public or private roadways. Any sediments or bio-solids reaching a public or private road must be removed by street cleaning (not flushing) before the end of each workday or as determined by the jurisdictional highway authority.

13. HAULING ROUTES, ROAD WEIGHT LIMITS; DRIVEWAY

All Village roads have Class "B" weight limits unless waived by the Village Engineer. Golf Road is a Village Road and the Applicant shall be allowed to use Golf Road to access the driveway and exceed Class "B" weight limits for Golf Road only. All applicable weight limit restrictions on other roads shall be in full affect and applied to vehicles associated with this use. The Applicant shall file a plan, for maintaining the driveway in a dust free condition, for review and approval by the Village Engineer. If development occurs on any of these two parcels that brings a public right-of-way or driveway closer to the proposed structure, the Village Engineer may require the Applicant/Property Owner to relocate the driveway, along with the scale, to connect to the closer public right-of-way or shared driveway and to prepare necessary plans and specifications for review and approval by the Village Engineer.

14. 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.

15. FIRE DEPARTMENT APPROVAL

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

Exhibit A:

Conditions and Restrictions

16. 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.
17. 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.
18. NO ACCUMULATION OF REFUSE AND DEBRIS; NO OUTSIDE STORAGE
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. There shall be no outside storage on this site or the parking of vehicles outside of the structure on this site.
19. 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. The fabric material utilized for sides and roofing on the structure shall be maintained in weathertight condition and in good to excellent condition which requires the fabric to be in a tear free and stain free condition.
20. 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.
21. 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.
22. 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. Applicant shall comply with all requirements under Wisconsin Administrative Code Chapters NR 110 and NR 204 and the requirements of the Wisconsin DNR Permit issued for the sludge storage project - WPDES No. 0025194-4.
23. 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.
24. AMENDMENTS TO CONDITIONAL USE

Exhibit A:

Conditions and Restrictions

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.

25. 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. Because the conditional use encompasses two parcels, both parcels shall remain in common ownership unless otherwise approved by the Village Board. Applicant shall submit evidence of common ownership to the Village prior to permit issuance. This is necessary because the approved legal access to the public right-of-way is by a driveway that provides access to the bio-solids building is on one parcel and the bio-solids building is on the other parcel. The parcels may be combined into one parcel in accordance with Village ordinances.

26. 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 28 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.

NOTE: VILLAGE STAFF IS WAITING ON ADDITIONAL FEEDBACK FROM APPLICANT ON THIS REVISED DURATION CONDITION

27. PERMIT DURATION

- a. Duration. The conditional use will expire twenty (20) years following the date of the occupancy permit for the bio-solids storage facility. The Applicant may apply for an extension of the duration of this conditional use permit prior to expiration of the twenty (20) year period of time by submitting a request in writing for an extension at least six (6) months prior to the expiration date of the initial twenty (20) year period. No more than one ten (10) year extension (without a new application and public hearing) may be granted by the Village Board upon request and application of the applicant. An application for extension shall be reviewed by the Plan Commission and the Plan Commission shall make a recommendation to the Village Board. The Village Board shall have the authority to add reasonable conditions to any extension of the permit to address issues that may have arisen in the prior twenty (20) year period of time, as well as address any other concerns raised associated with the extension. However, no such extension or permit renewal will be granted unless this project is in reasonable compliance with the conditions of the then current approval. An on-site evaluation by the Village staff will determine compliance.
- b. Permit Review Check-in. This permit may be reviewed by the Village Plan Commission after ten (10) years. The Village Plan Commission shall have the authority to recommend to the Village Board to add reasonable conditions to address issues that may have arisen in the prior ten (10) year period of time and to address any other concerns raised. Applicant agrees to appear before the Village Plan Commission for this ten (10) year review upon request by the Village.
- c. Lapse of Conditional Use. Excluding the period of construction of the biosolids building and up to the issuance of an occupancy permit, if the conditional use is thereafter discontinued or terminated for a period of twelve (12) consecutive months or eighteen (18) cumulative months in a three (3) year period, the conditional use permit will lapse.
- d. Raze or Repurpose. Once the conditional use permit expires or lapses, under paragraph (a) or (c) above, respectively, the Applicant shall raze the biosolids storage facility in accordance with Village ordinance and restore the site (including seeding and grading as required by Village Ordinances within 6 months of expiration or lapse) unless the Applicant elects to repurpose the biosolids storage facility to some other use in compliance with the zoning applicable to the Property at that time and the then-

Exhibit A: Conditions and Restrictions

applicable Village Code of Ordinances. If any repurpose of the facility for a different use requires a conditional use permit under applicable zoning and the Village's Code of Ordinances, the Applicant shall submit an application for any required new conditional use, including a public hearing thereof, prior to any action by the Village Plan Commission and Village Board.

e. Prohibited. So long as the conditional use permit is in place, in no case shall the facility be converted to, or utilized for or as, a containment for outside storage of any kind, whether partially or fully exposed to the weather elements.

f. Letter of Credit / Surety. The Village may require a letter of credit or other surety in an amount sufficient to secure the payment of costs for any razing and restoration which may be required under paragraph (d) above, which shall be posted by Applicant thirty (30) days prior to expiration of the conditional use permit or within thirty (30) days after lapse of the conditional use permit and upon the Village's request and, in the event Applicant fails to raze the structure on the Parcel within the timeframe set forth in paragraph (c), the Village of Caledonia may, in its sole discretion, contract with a third-party and have the structure(s) razed and charge the costs of such razing as a lien against both or one of the Parcels as a special charge or special assessment. Applicant hereby waives all rights to notice and hearing prior to the occurrence of such razing and the imposition of such special charge or special assessments on the tax roll and as a lien against the Parcels in accordance with Wisconsin law.

28. 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.

29. 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, Dan Hintz, and Hintz Real Estate Development Company; 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.

30. SUBSEQUENT OWNERS

It is the property owner's responsibility to inform any subsequent owner or operator of these conditions. The Village may require that the final conditions of the conditional use approval be recorded at the office of the Racine County Register of Deeds at Owner's cost. Proof of recording shall be submitted to the Zoning Administrator office prior to the issuance of the permit.

31. LETTERS OF CREDIT

Any letter of credit posted shall be for a time period specified by the Village Zoning Administrator and shall contain a provision requiring written notice to the Village at least 60 days prior to expiration. Applicant shall ensure that any letter of credit that is posted shall be extended or replaced prior to any expiration date so long as the use is still active on the Property. If the Applicant fails to extend or replace the letter of credit prior to expiration, such inaction shall be grounds for default and the Village shall be entitled to draw on the letter of credit for the full value and hold the cash as a deposit to pay for the costs of whatever improvement or requirement the letter of credit was meant to guaranty.

32. RAZING OF EXISTING STRUCTURES ON 13038 GOLF ROAD (PARCEL ID NO. 104-04-22-31-021-000)

Applicant shall raze the existing structure(s) on the Parcel located at 13038 Golf Road. Applicant shall apply to the Village of Caledonia for the raze permit for the existing structures on the Parcel. Applicant shall raze all structure(s) on the Property in compliance with the Village requirements within ninety (90) days of permit issuance and prior to the occupancy permit is issued for the bio-solids storage building. The Village may require a letter of credit or other surety to secure such razing. In the event Applicant fails to raze the structure on the Parcel within said timeframe, the Village of Caledonia may, in its sole discretion, contract with a third-party and have the structures razed and charge the costs of such razing

Exhibit A:

Conditions and Restrictions

as a lien against both Parcels as a special charge or special assessment. Applicant hereby waives all rights to notice and hearing prior to the occurrence of such razing and the imposition of such special charge or special assessments on the tax roll and as a lien against the Parcels in accordance with Wisconsin law.

33. CONDITION PRECEDENT

The Village acknowledges that the conditions of the CUP set forth herein are contingent (in addition to other contingencies set forth in this list of conditions of approval) and conditioned upon Applicant acquiring fee title to the Parcel currently owned by Racine County (PIN: 104-04-22-31-021-000), which, if authorized by Racine County, the Village will acquire from Racine County and then convey to Applicant pursuant to an Option to Purchase with Addendum which is being considered and approved simultaneously with the conditional use permit.

RESOLUTION NO. 2023-131

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING THE ACQUISITION OF A PARCEL OF LAND WITH PARCEL
NO. 104-04-22-31-021-000 LOCATED AT 13038 GOLF ROAD FROM
RACINE COUNTY**

WHEREAS, Racine County obtained title, by property tax foreclosure, to a parcel of land located at 13038 Golf Road with Parcel No. 104-04-22-31-021-000 that contains deteriorated structures, and which is located in the Village Tax Increment District No. 4 (the “Parcel”);

WHEREAS, staff from the Village and Racine County believe that the interests of the Village and broader Racine County community are best served by the Village owning the Parcel and using the Parcel to facilitate broader development opportunities within the Village’s Tax Incremental District No. 4;

WHEREAS, the Village Plan Commission in accordance with Sec. 2-5-3(f)(5) of the Village’s Code of Ordinances and Wis. Stat. Section 62.23(5) adopted Resolution No. PC 2023-03 on November 27, 2023 finding that the proposed acquisition of the Parcel is not inconsistent with Village plans, as such Parcel can be utilized for industrial uses which is consistent with the Village Comprehensive Land Use Plan and recommended the acquisition of the Parcel to the Village Board;

WHEREAS, Racine County is in the process of reviewing the conveyance of the Parcel to the Village based upon the following terms and conditions:

1. The Village of Caledonia agrees to accept title and ownership of the Property, in its current condition at the time of conveyance “as is and with all faults,” and said conveyance shall be full and final; and
2. Subject to statutory municipal limits of liability and exemptions provided by Wis. Stat. Sec. 292.11, the Village shall hold harmless and indemnify the County from all liability for any reason, known or unknown, related to the condition or status of the property, whether such liability or condition is known or unknown at the time of transfer of title;
3. Direct payment of outstanding property taxes and fees due for the parcel (\$31,050.71) shall be remitted to County upon sale of the parcel by the Village to facilitate (i) relocation of a building used for the storage of biosolids; and (ii) a development that has the potential to create significant tax base in the Village of Caledonia; and
4. In the event Village sells the parcel to facilitate the above-described development, but such development does not proceed by December 31, 2024, then the Village shall remit to the County One Hundred Fifty-Three, Nine-Hundred Forty-Nine Thousand Dollars and 29/00 cents (\$153,949.29) – representing the difference between the appraised amount for the Property and the applicable outstanding

property taxes and fees and Village closing costs – paid by the intended buyer of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Village Administrator is authorized to complete the acquisition of the Parcel as described in **Exhibit A** from Racine County based upon terms and conditions set forth above and that the Village President, Village Clerk, Village Administrator, and other necessary Village officials are authorized to take all actions on behalf of the Village to enter into agreements, execute documents, and undertake, direct and complete required activities in accordance with the terms and directives of this resolution; and

BE IT FURTHER RESOLVED, the timing of the Village acquisition shall be determined by the Village Administrator in relation to the entitlement process for the Parcel and the property located directly east of the Parcel as well as the entitlement process for other lands within the development corridor.

Adopted this ____ day of December, 2023.

Ayes ____ Noes ____ Absent ____

VILLAGE OF CALEDONIA PLAN COMMISSION

BY: _____
Thomas Weatherston, Village President

Attest: _____
Megan O’Brien, Village Deputy Clerk

EXHIBIT A
Parcel No. 104-04-22-31-021-000
13038 Golf Road



RESOLUTION NO. 2023-132

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA AUTHORIZING THE ACCEPTANCE AND APPROVAL OF AN OPTION TO PURCHASE FOR A PARCEL OF LAND TO BE ACQUIRED BY THE VILLAGE LOCATED AT 13038 GOLF ROAD (PARCEL ID NO. 104-04-22-31-021-000) FROM HINTZ REAL ESTATE DEVELOPMENT COMPANY, LLC

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

WHEREAS, the Village Board authorized the Village Administrator to negotiate an agreement for the sale of a parcel of land to be acquired by the Village located at 13038 Golf Road (Parcel ID No. 104-04-22-31-021-000) (the “Parcel”) to Hintz Real Estate Development Company, LLC (“Hintz Development”) and the Administrator has done so as further set forth in **Exhibit A** attached hereto and incorporated herein (the “Option Agreement”);

WHEREAS, this Parcel of land is anticipated to be acquired by the Village from Racine County (parcel was acquired by Racine County as an in-rem tax foreclosure for unpaid property taxes, assessments and fees) as further set forth in Village Board Resolution No. 2023-__;

WHEREAS, the Parcel will be combined with the adjacent parcel to the East currently owned by Hintz Development to facilitate the relocation of a bio-solids storage facility from other lands owned by Hintz Development (the “Hintz Other Lands”) and to help facilitate development on those Hintz Other Lands that has the potential to create significant tax base in the Village of Caledonia and within Tax Incremental District No. 4;

WHEREAS, the Option Agreement establishes timelines for Hintz Development to provide notice it intends to purchase the Parcel and to close by among other provisions, including to pay the amount of \$31,050.71 representing the back taxes, assessments and fees to make Racine County whole, to raze the existing dilapidated structures, to reimburse the Village its costs and legal fees, and to pay closing costs for the sale transaction;

WHEREAS, the Option Agreement also provides that if the Hintz Other Lands do not sell to a third-party developer that has obtained land use approvals from the Village for the development of the Hintz Other Lands, Hintz Development will pay to the Village an additional amount of money to the Village to remit to the County which would then represent the full fair market value of the Parcel as further set forth in the Option Agreement;

WHEREAS, the Village Plan Commission in accordance with Sec. 2-5-3(f)(5) of the Village’s Code of Ordinances and Wis. Stat. Section 62.23(5) has reviewed the acquisition and transfer of the Parcel and has made a finding that the proposed acquisition and sale of the Parcel is not inconsistent with Village plans and has recommended such actions by the Village Board based on upon terms and conditions to be determined by the Village Board;

WHEREAS, it is in the best interests of the Village to allow this Parcel to be owned by a private party, to get it placed back on the tax rolls, and to eliminate a blighted property within the Village that is in an area that is planned for significant business park growth in the coming years.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Option Agreement in substantially the form attached hereto as **Exhibit A** is approved;

NOW, BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and other necessary Village officials are authorized to take all actions on behalf of the Village to execute documents, undertake, direct and complete required activities in accordance with the terms of the approved Option Agreement.

Adopted this _____ day of December, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____

Deputy Village Clerk

770272.001 (596)

DRAFT

WB-24 OPTION TO PURCHASE

LICENSEE DRAFTING THIS OPTION ON December 8, 2023 **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

The Seller (Optionor), Village of Caledonia, Wisconsin, hereby grants to the Buyer (Optionee), Hintz Real Estate Development Company, LLC, and/or assigns

an option to purchase (Option) the Property known as [Street Address] 13038 Golf Road

in the Village of Caledonia, County of Racine, Wisconsin, on the following terms:

DEADLINE FOR GRANT OF OPTION This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all Sellers and delivered to Buyer on or before (Time is of the Essence).

OPTION TERMS

■ **INITIAL OPTION FEE:** An option fee of \$ See Addendum A will be paid by Buyer to Seller within days of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 71 of this Option is checked.

■ **EXERCISE DEADLINE:** This Option may only be exercised if Buyer delivers written notice to Seller no later than midnight on See Addendum A unless extended per lines 18-19.

■ **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 506-512, or (ii) any other written notice which states that Buyer exercises this Option. If the Option is exercised, \$ See Addendum A of the option fee and \$ of the option extension fee, if any, shall be a credit against the purchase price at closing.

■ **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight on upon payment of an option extension fee of \$ to Seller on or before

■ **OPTION FEES:** Unless otherwise provided in this Option, the option fee and the option extension fee shall be nonrefundable.

CAUTION: If the option fees are to be paid into the listing firm's trust account or to a third party, specify in additional provisions at lines 447-478 or in a separate agreement attached per line 446. An escrow agreement should be drafted by the Parties or an attorney.

TERMS OF PURCHASE If this Option is exercised per the terms of this Option the following shall be the terms of purchase:

■ **PURCHASE PRICE:** See Addendum A Dollars (\$) will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ **INCLUDED IN PURCHASE PRICE:** Included in the purchase price is the Property, all Fixtures on the Property as of the date on line 1 of this Option (unless excluded at lines 33-34), and the following additional items:

NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included or not included.

■ **NOT INCLUDED IN PURCHASE PRICE:** Not included in purchase price is Seller's personal property (unless included at lines 28-29) and the following:

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 38-47) to be excluded by Seller or that are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 33-34.

CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Option except:

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

59 **RECORDING OF OPTION** Buyer (may) (~~may not~~) **STRIKE ONE** record this Option at Buyer's expense.

60 Buyer (may) (~~may not~~) **STRIKE ONE** ("may" if neither is stricken) record a separate instrument evidencing this Option at
 61 Buyer's expense. If recording this Option or a separate instrument evidencing this Option, the parties agree to provide the
 62 applicable legal description and authenticated or acknowledged signatures as may be required.

63 **CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.**

64 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 65 under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)
 66 (oral) **STRIKE ONE** lease(s), if any, are _____ Seller represents and warrants that the property is not currently leased and will not be leased as of the Closing Date.

67 _____
 68 Insert additional terms, if any, at lines 447-478 or attach as an addendum per line 446.

69 **LEASE OPTION PROVISIONS** **CHECK BOX ON LINE 70 OR 71, IF APPLICABLE:**

70 ☐ Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

71 ☐ This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option,
 72 entering into a written lease for the Property with minimum terms which shall include: term from _____
 73 to _____ and an initial rent of _____ per month or this Option shall be null and void.

74 **CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 70 OR 71 WAS CHECKED ABOVE:**

75 ☐ In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of
 76 \$ _____ shall be applied to the purchase price while the balance shall be deemed solely rent
 77 that is retained by Seller.

78 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

79 ☐ Buyer may not exercise this Option unless Buyer is current with all rent.

80 ☐ Any material breach of the lease by Buyer shall also constitute a default under this Option.

81 _____
 82 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option,
 83 Seller has no notice or knowledge of any Defects (lines 266-269) other than those identified in Seller's disclosure report
 84 dated _____ and, if applicable, Real Estate Condition Report dated _____, and, if
 85 applicable, Vacant Land Disclosure Report dated _____, which was/were received by Buyer prior to Buyer
 86 signing this Option and which is/are made a part of this Option by reference **COMPLETE DATES OR STRIKE AS**
 87 **APPLICABLE** and _____

88 _____
 89 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

90 **CAUTION: Wisconsin law requires owners of property that includes one to four dwelling units to provide Buyers**
 91 **with a Real Estate Condition Report as provided in Wis. Stat. § 709.03. If the Property does not include any**
 92 **buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be**
 93 **required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been**
 94 **inhabited, sales exempt from the real estate transfer fee, and sales by certain court appointed fiduciaries, for**
 95 **example, personal representatives who have never occupied the Property. The law provides: "§ 709.02**
 96 **Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of**
 97 **sale or option contract, to the prospective buyer of the property a completed copy of the report . . . A prospective**
 98 **buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-**
 99 **day period, rescind the . . . option contract by delivering a written notice of rescission to the owner or the owner's**
 100 **agent." Buyer may also have certain rescission rights if a Real Estate Condition Report or Vacant Land Disclosure**
 101 **Report disclosing defects is furnished before expiration of the 10 days, but after the Option is submitted to Seller.**
 102 **Buyer should review the report form or consult with an attorney for additional information regarding rescission**
 103 **rights.**

104 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to
 105 Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this
 106 provision (lines 104-107), Defect does not include structural, mechanical or other conditions of which the Buyer has actual
 107 knowledge or written notice or which Buyer discovers prior to the exercise of this Option.

108 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized
 109 inspections, investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or
 110 tests Buyer intends to perform as part of Buyer's due diligence items on lines 447-478, 138-142, or attach as an addendum
 111 per line 446. In addition, Buyer may need to obtain and review documents relevant to financing approval, appraisals, or
 112 perform general due diligence activities for the transaction, including but not limited to: business records, condominium
 113 documents, maps or other information, municipal and zoning ordinances, recorded building and use restrictions,
 114 covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property.
 115 Buyer may also need to obtain or verify certain permits, zoning variances, other governmental or private approvals,
 116 environmental audits and subsoil tests, required road improvements, utility hook-up and installation costs, or other

development related costs and fees, in order to fully determine the feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise agreed by the Parties in writing.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if necessary to perform the activities authorized in this Option. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified appraiser and to conduct the following inspections and tests (see lines 121-132) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to government or industry protocols and standards, as applicable.

List inspections (e.g., home, roof, foundation, septic) here: _____

List tests (e.g., radon, lead based paint, well water) here: _____

Describe additional inspections and tests, if any, at lines 447-478 or attach as an addendum per line 446.

NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms.

CLOSING This transaction is to be closed (within See Addendum A _____ days after the exercise of this Option) (no later than _____) **STRIKE AND COMPLETE AS APPLICABLE** at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and See Addendum A.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). **NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.**

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

☐ _____

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-

476 closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in
477 this transaction.

178 **TITLE EVIDENCE**

179 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty
180 deed (or condominium deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal
181 representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and
182 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for
183 the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the
184 Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general taxes
185 levied in the year of closing and Quit Claim Deed as further provided in Addendum A

186
187 _____ (insert other allowable exceptions from title, if any),
188 which constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
189 the documents necessary to provide a recordable conveyance and pay the Wisconsin Real Estate Transfer Fee.

190 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
191 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
192 **making improvements to Property or a use other than the current use.**

193 ■ **SELLER CHANGES PROHIBITED:** The Parties agree that Seller shall not rezone the Property or create any additional
194 liens or encumbrances on title after Seller grants this Option without Buyer's prior written consent except for liens and
195 encumbrances that will be removed at closing.

196 **TITLE UPON GRANTING OF OPTION**

197 If the box at line 199 is not checked, no title insurance commitment shall be provided by Seller upon the granting of this
198 Option:

199 ☐ A title insurance commitment shall be delivered to Buyer or Buyer's attorney not more than _____ days ("15" if
200 left blank) after Seller grants this Option showing title to the Property as of a date no more than 15 days before delivery
201 of such title evidence to be merchantable per lines 179-188, subject only to liens which will be paid out of the proceeds
202 of closing and standard title insurance requirements and exceptions. (Seller)(Buyer) **STRIKE ONE** ("Buyer" if neither is
203 stricken) shall pay for this title evidence.

204 ■ **TITLE NOT ACCEPTABLE UPON GRANTING OF OPTION:** If the title insurance commitment delivered after the
205 granting of this Option is not acceptable, Buyer shall notify Seller in writing of Buyer's objections to title within _____
206 days ("15" if left blank) after delivery of the title insurance commitment to Buyer or Buyer's attorney. Seller shall have
207 _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating
208 Seller's election to remove or not to remove the objections by time of closing. If Seller elects not to remove said objections,
209 or no election is made by Seller by the deadline at line 207, Buyer shall have (5) days to deliver written notice to Seller
210 terminating this Option and Buyer's option fee (shall) (shall not) **STRIKE ONE** be returned ("shall" if neither is stricken) to
211 Buyer. If Buyer does not deliver timely written notice terminating this Option, Buyer's title objections made under the
212 provisions of lines 204-206 are waived and the title evidence delivered to Buyer herein is deemed acceptable.

213 **TITLE UPON EXERCISE OF OPTION**

214 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
215 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
216 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by
217 Buyer's lender and recording the deed or other conveyance.

218 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)
219 **STRIKE ONE** ("Seller's" if neither is stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
220 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
221 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
222 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines
223 230-231).

224 ■ **DELIVERY OF MERCHANTABLE TITLE:** If Buyer exercises this Option, the required title insurance commitment shall
225 be delivered to Buyer's attorney or Buyer not less than See Add A days ("15" if left blank) after exercise of the Option showing
226 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines
227 179-188, subject only to liens which will be paid out of the proceeds of closing, any title evidence disclosed and deemed
228 acceptable to Buyer under the provisions at lines 204-212 unless otherwise agreed by parties, and standard title insurance
229 requirements and exceptions.

230 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
231 Buyer's objections to title by the time set for closing. Seller shall have See Add A days ("15" if left blank), from Buyer's delivery
232 of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections and the
233 time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall
234 have 5 days from receipt of notice thereof to deliver written notice waiving the objections, and the time for closing shall
235 be extended accordingly. If Buyer does not waive the objections, Buyer may deliver written notice to Seller terminating

~~this Option and Buyer's option fee (shall) (shall not) **STRIKE ONE** be returned ("shall not" if neither is stricken) to Buyer. Buyer may not object to title matters deemed acceptable under the provisions at lines 204-212 (if applicable). If Seller does not remove title matters agreed upon under the provisions at lines 204-208 (if applicable) by time of closing, or if there are any prohibited changes at lines 193-195, Buyer shall retain all remedies for a Default, if any, by Seller under this Option as stated at lines 315-318.~~

~~Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer. **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.~~

~~**CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**~~

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises or adversely affect the use of the Property.

■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Options that are preceded by an OPEN BOX (☐) are part of this Option ONLY if the box is marked such as with an "X". They are not part of this option if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

BUYER'S WALK-THROUGHS Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by the Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties. ~~to the extent in Seller's control~~

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date Buyer exercises this Option, except for ordinary wear and tear and changes agreed upon by Parties. ~~exceeding~~ Delayed Additional Payment (as defined in Addendum A)

PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING If, prior to closing, the Property is damaged in an amount of not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition that it was on the day this Option was exercised. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any.

~~However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.~~

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Option to the seller, or seller's agent, of another property that Seller intends on purchasing.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 447-478 or in an addendum attached per line 446. At time of Buyer's occupancy, Property shall be in ~~broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.~~

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- ~~(1) sue for specific performance if Buyer has exercised this Option; or~~
- (2) terminate the Option and may sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Option and may sue for actual damages.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. ~~If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.~~

NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the Parties to this Option and their successors in interest.

CONDOMINIUM UNITS

~~**CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before entering into this Option. See lines (108-120).**~~

~~If the Property is a residential condominium unit, Seller must comply with the following:~~

~~■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to deliver to Buyer, within 10 days of Buyer exercising this Option, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33. The condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or existing declaration, bylaws and any rules or regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c) proposed or existing management contract; (d) employment contract or other contract affecting the use, maintenance or access of all or part of the condominium; (e) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly payments by the purchaser for assessments and other monthly charges; (f) leases to which unit owners or the association will be a party; (g) general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can be added to the condominium; (h) unit floor plan showing location of common elements and other facilities available to unit owners; (i) the executive summary.~~

~~■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after receipt of all the required disclosure documents or following notice of any material changes in the required disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does not receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the disclosure materials, either rescind the Option or request any missing documents. Seller has 5 business days after receipt of Buyer's request for missing documents to deliver the requested documents. Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following~~

355 ~~delivery if the change or amendment would materially affect the rights of Buyer without first obtaining approval of Buyer.~~
356 ~~A copy of any such amendments shall be delivered promptly to Buyer.~~

357 ~~The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the disclosure~~
358 ~~materials, requested missing documents or material changes or (2) upon the deadline for Seller's delivery of the~~
359 ~~disclosure materials or the requested missing documents.~~

360 ~~NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. LICENSEES MAY PROVIDE A GENERAL~~
361 ~~EXPLANATION OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR~~
362 ~~OPINIONS.~~

363 ☐ ~~CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION: This Option is contingent upon Seller delivering to~~
364 ~~Buyer, at Seller's expense, within 10 days of Buyer exercising this Option the information listed below that exists as of the date on~~
365 ~~line 1 of this Option:~~

- 366 ◆ ~~The Condominium Association's financial statements for the last 2 two years.~~
- 367 ◆ ~~The minutes of the last 3 Unit owners' meetings.~~
- 368 ◆ ~~The minutes of Condominium board meetings during the 12 months prior to acceptance of this Option.~~
- 369 ◆ ~~Information about contemplated or pending Condominium special assessments.~~
- 370 ◆ ~~The Association's certificate of insurance.~~
- 371 ◆ ~~A statement from the Association indicating the balance of reserve accounts controlled by the Association.~~
- 372 ◆ ~~Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.) held~~
373 ~~by the Association.~~
- 374 ◆ ~~Information regarding any pending litigation involving the Association.~~
- 375 ◆ ~~The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional~~
376 ~~Association the Unit may be part of.~~
- 377 ◆ ~~Other:~~

378 ~~(hereinafter collectively the "listed materials").~~

379 ~~NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller may~~
380 ~~wish to verify availability prior to Seller's granting of this Option.~~

381 ■ ~~BUYER RESCISSION RIGHTS: Buyer may, within 5 business days after receipt of all the listed materials rescind this Option~~
382 ~~by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed materials,~~
383 ~~Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Option or request any missing materials~~
384 ~~in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver the requested materials.~~
385 ~~Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested missing materials or the deadline~~
386 ~~for Seller's delivery of the materials.~~

387 ~~The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed materials or~~
388 ~~requested missing materials or (2) upon the deadline for Seller's delivery of the listed materials or requested missing~~
389 ~~materials.~~

390 ■ ~~OPTION FEES NOT A DEPOSIT: The Parties agree that if this Option is for a residential condominium unit, the option fee~~
391 ~~and any option extension fee are not deposits subject to return under Wis. Stat. § 703.33(4)(e).~~

392 **NOTICE ABOUT SEX OFFENDER REGISTRY** ~~You may obtain information about the sex offender registry and persons~~
393 ~~registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at~~
394 ~~<http://www.doc.wi.gov> or by telephone at (608) 240-5830.~~

395 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** ~~Section 1445 of the Internal Revenue Code (IRC)~~
396 ~~provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the~~
397 ~~total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA~~
398 ~~withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign~~
399 ~~trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property~~
400 ~~transferred, and the amount of any liability assumed by Buyer.~~

401 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
402 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
403 **upon the Property.**

404 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
405 condition report incorporated in this Option per lines 82-89, or (2) no later than 10 days after acceptance, Seller delivers
406 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 412-414 apply.

407 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
408 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
409 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
410 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of
411 this Option and proceed under lines 315-318.

412 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
413 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Option regarding
414 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

415 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any
416 instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required
417 under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction,
418 Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement.
419 Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration
420 of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

421 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
422 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
423 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
424 FIRPTA.

425 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and
426 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 428-
427 443.

428 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line
429 430 or 431.

430 Name of Seller's recipient for delivery, if any: _____

431 Name of Buyer's recipient for delivery, if any: _____

432 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

433 Seller: (_____) Buyer: (_____) _____

434 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
435 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the
436 Party's address at line 439 or 440.

437 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
438 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

439 Address for Seller: _____

440 Address for Buyer: _____

441 ☒ (5) Email: electronically transmitting the document or written notice to the email address.

442 Email Address for Seller: kkasper@caledonia-wi.gov and Pwagner@caledonia-wi.gov with a copy to esekes@peglawfirm.com

443 Email Address for Buyer: dan@rayhintz.com and alex@hintzholdings.com with a copy to angie.black@carlsonblack.com

444 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
445 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

446 ☒ **ADDENDA:** The attached Addendum A is/are made part of this Option.

447 **ADDITIONAL PROVISIONS** _____

448 _____

449 This Option is subject to all of the contingencies, terms and conditions as provided in Addendum A, which is attached hereto and made a part hereof. In case of any inconsistency between this Option

450 and the contingencies, terms and conditions of Addendum A, the contingencies, terms and conditions of Addendum A shall govern.

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479 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
480 **THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
481 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING**
482 **YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS**
483 **EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

484 This Option was drafted by [~~Licensee and Firm~~] Kyle J.W. Jones - Carlson Black O'Callaghan & Battenberg LLP

485 _____ on December 8, 2023

486 Buyer Entity Name (if any): Hintz Real Estate Development Company, LLC

487 (x) SEE ADDENDUM A

488 ~~Buyer's/Authorized Signature ▲ Print Name/Title Here ►~~

~~Date ▲~~

489 (x)

490 ~~Buyer's/Authorized Signature ▲ Print Name/Title Here ►~~

~~Date ▲~~

491 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
492 **OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
493 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
494 **COPY OF THIS OPTION.**

495 Seller Entity Name (if any): The Village of Caledonia

496 (x) SEE ADDENDUM A

497 ~~Seller's/Authorized Signature ▲ Print Name/Title Here ►~~

~~Date ▲~~

498 (x)

499 ~~Seller's/Authorized Signature ▲ Print Name/Title Here ►~~

~~Date ▲~~

500 This Option was presented to Seller by [~~Licensee and Firm~~] _____

501 _____ on _____ at _____ a.m./p.m.

502 This Option is rejected _____ This Option is countered _____

503 _____ Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

504 **NOTE: Parties wishing to counter this Option should draft a new Option (WB 24) or draft a Counter Offer (WB 44) to**
505 **reference this Option.**

506 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 425-443) to Seller, Buyer hereby
507 exercises this Option to Purchase.

508 Buyer Entity Name (if any): _____

509 (x)

510 ~~Buyer's/Authorized Signature ▲ Print Name/Title Here ►~~

~~Date ▲~~

511 (x)

512 ~~Buyer's/Authorized Signature ▲ Print Name/Title Here ►~~

~~Date ▲~~

DRAFT

ADDENDUM A

To WB-24 Option to Purchase

This Addendum A ("Addendum") is made part of the WB-24 Option to Purchase submitted by **HINTZ REAL ESTATE DEVELOPMENT COMPANY, LLC, and/or assigns** ("Buyer") to the **VILLAGE OF CALEDONIA**, Wisconsin ("Seller"), dated December 8, 2023 (the "Form Option"), for the real property consisting of approximately 6 acres located at 13038 Golf Road (Parcel Id. No. 104-04-22-31-021-000), Village of Caledonia, Racine County, Wisconsin as legally described in the attached and incorporated **Exhibit 1** (the "Property"). In addition to the terms and conditions in the Form Option, the provisions of this Addendum shall be part of the agreement between Buyer and Seller (collectively, the Form Option and this Addendum are the "Option"). The terms of this Addendum shall govern and control to the extent of any inconsistency or conflict between the terms of this Addendum and the Form Option.

1. **Option Terms.** Buyer shall pay to Seller upon the execution of this Option a nonrefundable "Option Fee" of One Hundred Dollars (\$100.00). Buyer may exercise this Option by delivering written notice to Seller of Buyer's intent to exercise this Option (the "Option Notice") no later than two hundred seventy-five (275) days from the Effective Date (the "Option Period"). The date on which Buyer delivers the Option Notice shall be referred to as the "Option Date." If Buyer exercises this Option, the Option Fee shall be credited against the Purchase Price at Closing. Each party's obligations under this Option are contingent upon the Seller acquiring fee simple title to the Property from the County as further set forth in Section 6 below.
2. **Purchase Price.** The purchase price shall be Thirty-One Thousand Fifty and 71/100 Dollars (\$31,050.71) (the "Purchase Price") being the amount designated as the Ledger Grand Total in the attached and incorporated **Exhibit 2**, which amount represents the full and final amount of all costs incurred by Racine County for the in-rem tax foreclosure (past due real property taxes, assessments and fees) which Purchase Price is due at the time of Closing plus those amounts for any other back taxes (including assessments, charges and fees) as further provided in Section 6(c) below. If and only to the extent the Delayed Additional Payment (as defined in Section 6(e) below) is triggered as provided in Section 6(e), the total purchase price for the Property will be One Hundred and Eighty-Five Thousand Dollars (\$185,000.00) and references to the "Purchase Price" shall be updated consistent with the inclusion of the Delayed Additional Payment.
3. **Title.** To the extent within Seller's control, Seller shall not enter into or permit any new or further encumbrances in title to the Property during the Option Period without Buyer's written consent. Buyer may, at Buyer's sole cost and expense, obtain an ALTA title insurance commitment for the Property (together with legible copies of all items and documents referred to in the title commitment, collectively, the "Commitment") from a qualified title company of Buyer's choice licensed in the State of Wisconsin (the "Title Company"). Buyer may, at Buyer's sole cost and expense, cause the Title

Company to issue at Closing an owner's title insurance policy in an amount acceptable to Buyer pursuant to and in accordance with the Commitment, insuring in Buyer as of the Closing fee simple title to the Property and any easements which benefit the Property, subject only to the exceptions acceptable to Buyer and the County's Restrictive Covenant (as set forth below), together with extended coverage over all general exceptions (the "Title Policy"). However, Seller shall have no obligation to remove exceptions to title prior to or at Closing other than ensuring that all real estate tax liens associated with the amounts set forth on **Exhibit 2** have been satisfied, released and removed from title to the Property by Buyer's payment of the Purchase Price, but Seller shall reasonably cooperate with any Buyer request to remove exceptions from title such as signing and delivering standard Title Company affidavits and other customary documents as are reasonably necessary for issuance of the Title Policy if Buyer elects to obtain the Title Policy.

4. **Buyer's Due Diligence Review.** Notwithstanding anything to the contrary contained in this Option, Buyer shall have the right to conduct any desired due diligence review of the Property at any time during the Option Period, upon reasonable advance notice given to Seller including, but not limited to, physical inspections of the Property, tests of the Property related to soils and environmental matters (such as a Phase 1 or Phase 2 environmental site assessment and geotechnical testing), review of water, sewer and other utilities being available to serve the Property and other matters related to Buyer's intended use of the Property. If Buyer conducts any physical testing, Buyer shall restore the Property to its pretesting condition.
5. **Sale is As-Is.** Seller and Seller's agents make no representations or warranties pertaining to the Property, or to any fixtures, structures, conditions, or state of repair of the Property, or to any of the Property's systems. This Option is contingent upon Buyer's due diligence review of the Property to the extent Buyer desires to do so, within the parameters set forth in this Option, and upon Buyer determining that the Property is acceptable to Buyer. Buyer shall rely exclusively on Buyer's due diligence review of the Property in proceeding with its purchase under this Option and not on any representation of Seller or any of Seller's agents. If Buyer proceeds with the purchase of the Property, Seller will sell the Property in an "AS IS WHERE IS AND WITH ALL FAULTS" condition subject to the deed restriction set forth in **Exhibit 3** (the "County's Restrictive Covenant"), and Buyer will accept the Property in an "AS IS WHERE IS AND WITH ALL FAULTS" condition. Buyer is informed that fee simple title to the Property was acquired by the County in an In-Rem Tax Foreclosure and is planned to be transferred to Seller and therefore specifically agrees to the extension of those limits upon municipal liability for both the County and Seller as provided under Wis. Stat. Sec. 292.11(9)(e), and further that the Buyer shall hold the Seller and County harmless and indemnify them from all liability for any reason, known or unknown, related to the physical condition of the Property, whether such physical condition is known or unknown at the time of transfer of title to Buyer.
6. **Closing.** Closing shall occur within sixty (60) days, but not less than thirty (30) days,

after the Option Date, unless otherwise agreed by the Parties in writing (the "Closing Date"). Notwithstanding anything in this Option to the contrary, if the buyer under the Buyer's Property PSA (as defined in Section 6(e) below) fails or refuses to close on its purchase of the Buyer's real property as provided therein, Buyer shall have the option in its sole discretion to revoke its Option Notice upon written notice to Seller given no later than sixty (60) days after the Option Date, and upon such termination notice, Buyer shall have no obligation to purchase the Property and this Option shall be null and void. Buyer is informed that fee simple title to the Property is not yet held by Seller at the time of execution of this Option and is instead held by Racine County (the "County"). Seller shall take all reasonable actions necessary to request the County to comply with the Seller requirements under this Option. Upon Seller's receipt of the Option Notice, Seller shall take all steps reasonably necessary to cause Racine County to transfer the Property to Seller via quit claim deed in order for Seller to complete the transfer and sale of the Property to Buyer at Closing as contemplated by this Option. Seller shall execute and deliver to Buyer at Closing the following, in form and content satisfactory to Buyer and/or Buyer's counsel:

- a. Regardless of any requirements of the Form Option, Seller shall convey fee simple title to the Property to Buyer via a Quit Claim Deed. Seller further agrees to complete and execute the documents necessary to record the conveyance including, but not limited to, a Wisconsin Real Estate Transfer Return and Seller shall pay any Wisconsin real estate transfer tax which may be due for the conveyance of the Property, if any.
- b. Such other documents reasonably required by Buyer or the Title Company to consummate the transaction contemplated by this Option.
- c. Buyer shall be responsible for all reasonable Closing costs including any fees imposed by the Title Company, any outstanding sewer/water utility bills or fees, outstanding real property assessments and fees due at the time of Closing only up to the amount of Five Hundred Dollars (\$500.00), and Seller's reasonable attorney's fees and costs (Seller shall provide documentation of the incurrence of such attorney's fees and costs to Buyer prior to Closing). For the avoidance of doubt, the intent of the payment of the Purchase Price and payments required under this subsection is for this transaction to be cost neutral to the Seller, as a conduit to convey the Property to Buyer.
- d. Buyer shall be responsible for real property taxes, assessments and fees for the year of Closing.
- e. At Closing, if the Sale of Buyer's real property pursuant to the Buyer's Property PSA (defined below) has not occurred, Buyer shall escrow One Hundred Fifty-Three, Nine-Hundred Forty-Nine Thousand Dollars and 29/100 cents (\$153,949.29) with a mutually agreed upon escrow agent (the "Escrow") in accordance with the escrow agent's standard escrow

agreement. The Escrow represents the difference between the appraised amount for the Property and the Purchase Price. In the event that Buyer completes the Closing and purchases the Property under this Option but does not thereafter consummate the sale of Buyer's approximately 223 acres of real property located at the intersection of East Frontage Road and Golf Road, in the Village of Caledonia, Racine County, Wisconsin, as legally described in the attached and incorporated **Exhibit C**, in accordance with that certain Purchase and Sale Agreement by and between Buyer and Ashley Ventures, LLC dated October 24, 2023 ("Buyer's Property PSA"), by the earlier of December 31, 2024, or the time provided in the Buyer's Property PSA, Seller shall be authorized to withdraw the Escrow upon prior written notice to Buyer, which shall represent agreed upon consideration for the sale of the Property as a delayed payment (the "Delayed Additional Payment") of the Purchase Price.

7. **Buyer's Requirement to Raze Existing Structures.** Buyer shall apply to the Village of Caledonia (the "Village") for a raze permit for the existing structures on the Property (the "Structures") prior to Closing. Buyer shall, at Buyer's sole expense, raze the Structures in compliance with the Village requirements within ninety (90) days after Closing or such additional and reasonable time as may be required under the circumstances provided Buyer is diligently pursuing razing the Structures (the "Raze Deadline"). In the event Buyer fails to raze the Structures by the Raze Deadline, as may be reasonably extended hereunder, the Village may in its discretion upon written notice to Buyer enter upon the Property (directly and by Village authorized third-parties) and engage a qualified third-party to raze the Structures and charge the reasonable costs of such razing actually incurred by the Village as a lien against the Property as a special charge or special assessment and Buyer hereby waives all rights to notice and hearing prior to the occurrence of such razing or the imposition of such special charge or special assessments on the tax roll and as a lien against the Property in accordance with Wisconsin law. In the event that the Village engages a third-party to raze the Structures, the Village shall maintain and cause any third-party entering the Property to maintain and have in effect commercial general liability insurance with (i) limits of not less than \$1,000,000 per occurrence for personal injury, including bodily injury and death, and property damage, and (ii) Buyer named as an additional insured. The Village shall deliver to Buyer a copy of the certificates of insurance effectuating the required insurance before the Village or any third-party enters upon the Property. Upon Buyer's compliance with this Section, Seller shall deliver to Buyer, within thirty (30) days of such request, an affidavit of fulfillment of the conditions under this Section, which Buyer may record with the Racine County Register of Deeds.
8. **Parcel Combination.** The parties shall cooperate in preparing the quit claim deed for the conveyance of the Property and to request the County recognize an administrative combination of the Property with Buyer's adjacent parcel (Parcel No. 104-04-22-31-007-000), resulting in a lot combination and one PIN being issued. If necessary, within

forty-five (45) days after Closing or such additional time as may be reasonably required, Buyer will pursue, in accordance with all applicable laws and in a manner acceptable to Buyer, the combination of the Property with Buyer's adjacent parcel by administrative lot line adjustment or other acceptable land reconfiguration instrument. The intent of combining the Property with Buyer's adjacent parcel is to have one principal use on both properties.

9. **Easements for Sanitary Sewer.** In consideration of \$1.00 and for other good and valuable consideration, including Seller agreeing to obtain title to the Property from the County and to convey the Property to Buyer at less than fair market value, in furtherance of the Buyer's request to relocate the biosolids storage facility currently located on the Adjacent Property (the "Biosolids Storage Facility") to the Property, to address certain impacts of the development of all of the parcels of land currently owned by Buyer, and to assist in the facilitation of the development of those parcels currently owned by the Buyer as set forth in Buyer's Property PSA, Buyer agrees to grant to Seller, within thirty (30) days after execution of this Addendum, permanent and temporary easements for the construction and operation of certain sanitary sewer facilities in substantially the form and in the location(s) as set forth in the attached and incorporated **Exhibit 4**.
10. **Assignment.** Buyer shall have the right to assign its rights under this Option to an entity that is owned by, related to, and/or controlled by Buyer or Buyer's principals, which shall be the same owner/entity that owns Buyer's adjacent parcel, with prior notice to Seller. Except as provided in this Section 10, Buyer shall not assign its rights under this Option to any other entity without the express written approval of Seller, which approval shall not be unreasonably withheld, conditioned, or delayed.
11. **Dates and Deadlines.** If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Wisconsin for observance thereof.
12. **Counterparts/Electronic Signatures.** This Option may be executed in any number of counterparts (including by facsimile or .pdf electronic delivery), each of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties. Signatures delivered by facsimile or by email in .pdf format shall be binding upon the parties for all purposes. Signature of this Addendum shall bind the parties to the entire Option, including the Option to which this Addendum is attached, and a lack of signatures on the Option shall not affect the enforceability of the Option as a whole. Seller agrees to provide original signatures as necessary for recording a separate instrument evidencing this Option as requested by Buyer.

DRAFT

[Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, Seller and Buyer have caused the Option, including this Addendum, to be executed on the date written beneath their respective signatures, to be effective as of the latest date set forth below (the "Effective Date").

SELLER

THE VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
_____, Deputy Clerk

DATE

BUYER

**HINTZ REAL ESTATE DEVELOPMENT
COMPANY, LLC**

By: _____

Attest: _____

DATE

Exhibit 1 to Addendum A

The East one-hundred ninety-eight (198) feet of the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section Thirty-one (31), Township Four (4) North, Range Twenty-two (22) East. Said land being in the Village of Caledonia, County of Racine, and State of Wisconsin.

Address: 13038 Golf Road

Parcel No: 104-04-22-31-021-000

DRAFT

Exhibit 2 to Addendum A

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: VILLAGE OF CALEDONIA

Updated: 9/28/2023

PARCEL # 104-04-22-31-021-000

IN REM ACTION #: 2020-1

JUDGMENT DOC #: 2562014

ITEM #: 7

JUDGEMENT DATE: 8/19/2020

LEGAL THE EAST ONE-HUNDRED NINETY-EIGHT (198) FEET OF THE SOUTH EAST ONE-QUARTER (1/4) OF DESCRIPTION: THE NORTH WEST ONE-QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP FOUR (4) NORTH RANGE TWENTY-TWO (22) EAST, SAID LAND BEING IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE AND STATE OF WISCONSIN.

PROP. ADDRESS: 13038 GOLF RD

FORMER OWNER: BERNARD C BAUER, AS TRUSTEE
THE REVOCABLE LIVING TRUST F
OF BERNARD C BAUER

ASSESSED
VALUE / 2019

Land: \$73,500.00
IMP: \$211,100.00
TOTAL: \$284,600.00

FAIR MARKET VALUE 2019 \$280,10

APPRAISED VALUE: \$185,00
YEAR: 2020

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2016	3,766.65	-	\$1,619.66	\$809.83	\$6,19
2017	4,277.02	290.77	\$1,416.02	\$708.01	\$6,69
2018	4,296.90	465.78	\$904.91	\$452.46	\$6,12
2019	2,010.38	301.87	\$371.79	\$185.89	\$2,86
2020	5,544.99	304.63	\$0.00	\$0.00	\$5,84
2021	-	137.86	\$0.00	\$0.00	\$13
2022	-	139.74	\$0.00	\$0.00	\$13
2023 estimate	-	139.74	\$0.00	\$0.00	\$13
	<u>\$19,895.94</u>	<u>\$1,780.39</u>	<u>\$4,312.38</u>	<u>\$2,156.19</u>	

SPECIAL OVER 7500: NA

TAX TOTALS: \$28,14

In-Rem Fee	\$27
Boarding Fee	\$1,73
Appraisal Fee	\$22
Vacate Fee	\$
Newspaper Sale ad	\$5
Lawn Care / Snow	\$62

FEE & COST TOTAL: \$2,90

LEDGER GRAND TOTAL: \$31,050

DISPOSITION:		GENERAL RECEIPT NUMBERS
TO:		
ON		
TOTAL COSTS:	<u>\$31,050.71</u>	
SOLD / DONATED FOR:		

EXHIBIT 3 TO ADDENDUM

Special Note:

The Village of Caledonia agrees to accept full and final title and ownership of the property conveyed by the Quit Claim Deed to which this Special Note is attached (sometimes rereferred to as the “subject property”), and all associated property interests, in its current condition as is and with all faults. Subject to statutory municipal limits of liability and exemptions provided by Wis. Stat. § 292.11, the Village of Caledonia shall hold harmless and indemnify Racine County from all liability for any reason, known or unknown, related to the condition or status of the subject property, whether such liability or condition is known or unknown at the time of transfer of title.

Direct payment of outstanding property taxes and fees due for the subject property shall be remitted to Racine County upon sale of the subject property by the Village of Caledonia to facilitate: (i) relocation of a building used for the storage of biosolids on the subject property; and (ii) a development on another property located within the Village that has the potential to create significant tax base in the Village of Caledonia. In the event that the Village of Caledonia sells the subject property to facilitate the above-described development on another property, but the sale of the other property located in the Village for such development does not close by December 31, 2024 (the “Development Sale”), then the Village of Caledonia shall remit to Racine County One Hundred Fifty-Three Thousand, Nine-Hundred Forty-Nine Dollars and 29/00 cents (\$153,949.29; such amount, if it becomes due, is the “Additional Consideration”) – representing the difference between the appraised amount for the subject property and the applicable outstanding property taxes and fees and Village of Caledonia closing costs – paid by the intended third-party buyer of the subject property.

At such time as either (A) the Village of Caledonia conveys the subject property to a third-party and the Development Sale closes, or (B) the Additional Consideration is paid to the County, then this entire “Special Note” shall automatically be deemed terminated and null and void in its entirety and shall be deleted from title to the subject property (either of the foregoing shall be a “Termination Event”). The Village and the County shall execute and record a termination of this Special Note within fifteen (15) days of a Termination Event. Notwithstanding the Village’s or County’s failure and corresponding default in executing and recording the foregoing termination, upon occurrence of a Termination Event, this Special Note shall terminate and shall no longer encumber title to the subject property in any manner whatsoever and shall not apply to any successors and/or assigns in title to the subject property; and, furthermore, any future owner of the subject property may unilaterally record an affidavit with information establishing the Termination Event has occurred.

Exhibit 4 to Addendum A

Exhibit D to Addendum

Proposed Permanent sewer easement (Hintz property)

Land being a part of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast 1/4; Thence South 01° 09' 26" East along said West line of said Northeast 1/4 a distance of 1318.73 feet to the North line of the Southwest 1/4 of said Northeast 1/4; Thence North 89°27'12" East along said North line 10.05 feet to the point of beginning of lands to be described; Thence continuing North 89°27'12" East along said North line of 40.00 feet; Thence South 01°09'26" East 1285.84 feet to the North right-of-way line of Golf Road; Thence South 89°34'43" West along said North right-of-way line 40.00 feet; Thence North 01°09'26" West 1285.75 feet to the point of beginning of lands being described.

Containing 51,432 Square feet (1.18 Ac.) of land more or less.

Proposed Temporary limited easement (Hintz property)

Land being a part of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast 1/4; Thence South 01° 09' 26" East along said West line of said Northeast 1/4 a distance of 1318.73 feet to the North line of Southwest 1/4 of said Northeast 1/4; Thence North 89°27'12" East along said North line 50.05 feet to the point of beginning; Thence continuing North 89°27'12" East along said North line of 50.00 feet; Thence South 01°09'26" East 1285.95 feet to the North right-of-way line of Golf Road; Thence South 89°34'43" West along said North line 50.00 feet; Thence North 01°09'26" West 1285.84 feet to the point of beginning of lands being described.

Containing 64,295 Square feet (1.48 Ac.) of land more or less.

Date: 6/26/2019

Andrew Miazga (S-2826)

Address: USH 41
Tax Key No. 104-04-22-31-007-000

RESOLUTION NO. 2023-133

RESOLUTION APPOINTING ELECTION OFFICIALS FOR YEARS 2024-2025

WHEREAS, In 2005, Wisconsin Act 451 set the terms of election inspectors to be two years beginning in January of an even-numbered year thru December of the following odd-numbered year; and

WHEREAS, the following names are being submitted, noting that the Democratic Party and Republican Party has submitted a list; and

NOW THEREFORE BE IT RESOLVED that the Village Board approves the list of Election Inspectors set forth in Exhibit A, which is attached hereto and incorporated herein to be effective January 1, 2024.

THEREFORE BE IT FURTHER RESOLVED that the Village Board hereby authorizes the Village Clerk to select and employ additional election workers, if necessary, for any and all elections to be held in the Village of Caledonia during the years 2024 and 2025.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Megan O'Brien, Deputy Village Clerk

Democratic Party

Name	Address	Zip
Carol Adkisson	1113 Silent Sunday Court	53402
Sandra Eppers	6104 Charles Street	53402
Brian Esser	5914 Crown Chase Drive	53402
Ann Fenley	4831 Richmond Drive	53406
Nathan Haigh	802 Dunkelow Road	53126
Michelle Hughes	2905 Cherry Tree Court	53402
Dawn Wollersheim	6840 Lone Elm Drive	53402

Republican Party

Name	Address	Zip
Leslie Lauersdorf-Adar	3450 Indian Trail	53402
Jonathan Lisowski	4528 Carter Drive	53402
Michael Mac Donald	4505 W 6 1/2 Mile Road	53108
Vera Paquin	5424 Oldfield Drive	53108
Tom Paquin	5424 Oldfield Drive	53108
Leese Stenseng	3550 Debbie Lane	53126
Jim Vrana	4600 Carter Drive	53402
Sue Vrana	4600 Carter Drive	53402

RESOLUTION NO. 2023-134

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
SLOPE EASEMENT AGREEMENT WITH ERIC PINTAR -
OWNER OF 6400 RUNNING HORSE ROAD
PARCEL ID 104-04-22-02-032-000**

WHEREAS, the Village of Caledonia has issued permits for the construction of a new home to be built upon Parcel ID 104-04-22-02-032-000. As a condition of issuing the building permit, a Slope Easement Agreement is required to be granted over the south 15' of the parcel, adjacent to the existing Right-of-Way of Running Horse Road; and

WHEREAS, the Owner, Eric Pintar, has executed said Slope Easement Agreement; and

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

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Megan O'Brien, Deputy Clerk

Document Number	Slope Easement Agreement
Name and Return Address Mr. Ryan Schmidt Village of Caledonia Engineering Department 5043 Chester Lane Racine, Wisconsin 53402	
51-104-04-22-02-032-000 Parcel Identification Number (PIN)	

SLOPE EASEMENT AGREEMENT

This Slope Easement Agreement is made this 5th day of December, 2023, by and between **ERIC PINTAR** referred to in this Agreement as the “Owner”, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin. The Village of Caledonia is referred to in this Agreement as the “Grantee”.

RECITALS

- A. The Owner is the fee simple holder of certain real property located at 6400 Running Horse Road, in the Village of Caledonia, Racine County, Wisconsin; Parcel Id # 51-104-04-22-02-032-000; as more particularly described on Exhibit A attached hereto and incorporated herein. Said real property is referred to in this Agreement as the “Property”.
- B. The Grantee has requested that the Owner grant a permanent easement (referred to in this Agreement as the “Slope Easement”) over certain portions of the Property described on Exhibit A. The portions of the Property described on Exhibit A are referred to in this Agreement as the “Slope Easement Area”. The location of the Slope Easement Area with respect to the Property is as shown on Exhibit A.
- C. As used in this Agreement, the term “Drainage Facilities” shall mean drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Slope Easement Area from time to time by the Owner or Grantee, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

AGREEMENT


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

- 1. Grant of Easement. The Owner grants to the Grantees, and their contractors, successors and assigns:
 - (a) A permanent and perpetual easement and right-of-way over, across, under and through the Slope Easement Area, including the right to enter upon the Slope Easement Area with workers, materials and equipment, for the purpose of constructing, installing, maintaining and using Drainage Facilities for conveying surface and storm waters over, across, under and through the Property;
 - (b) The right of ingress and egress on the Property in a reasonable manner for the purpose of transporting workers, materials and equipment in connection with the construction, installation, maintenance and use of Drainage Facilities within the Slope Easement Area;
 - (c) The right to cut down and remove or trim all trees, bushes or other vegetation existing within the Slope Easement Area, and to cut down and remove or trim all

trees, bushes and other vegetation located outside of the Slope Easement Area that interfere with the construction, installation, maintenance or use of Drainage Facilities within the Slope Easement Area; and

- (d) The right to remove any fences, structures or improvements located within the Slope Easement Area.
2. Restrictions On Slope Easement Area. The Owner covenants and agrees that:
- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Slope Easement Area; and
 - (b) The elevation of the existing ground surface within the Slope Easement Area will not be altered without the written consent of the Grantee.
3. Restoration Of Surface. The Grantee shall reasonably restore the surface of the Property disturbed by the Grantees' construction, installation, maintenance or use of Drainage Facilities within the Slope Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall not be required to replant any trees, bushes or other vegetation that would interfere with the construction, installation, maintenance or use of Drainage Facilities within the Slope Easement Area.
4. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the Grantee from the later use of said Easement rights to the fullest extent authorized in this Agreement.
5. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantee and their respective successors and assigns.
6. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant this Easement to the Grantee, and that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants.

OWNER

 12-5-23
ERIC PINTAR

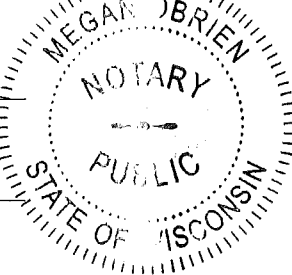
SIGNATURE PAGE TO FOLLOW

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 5th day of December 2023, the above-named **ERIC PINTAR** to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, Racine County, WI

My Commission: 07-12-2025



VILLAGE OF CALEDONIA

BY: _____
Thomas Weatherston, Village President

ATTEST: _____
Megan O'Brien, Deputy Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2023, the above-named **THOMAS WEATHERSTON, VILLAGE PRESIDENT AND MEGAN O'BRIEN DEPUTY CLERK**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, Racine County, WI

My Commission: _____

This Instrument Was Drafted By:
Ryan Schmidt, PE
Village Engineer

Exhibit A (Page 1 of 2)

Legal Description of The Property

PARCEL #104-04-22-02-032-000

The South 15 Feet of Lot 31, Equestrian Estates, unrecorded, being a part of the Northeast $\frac{1}{4}$ of Section 2, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, described as follows: Begin at the North $\frac{1}{4}$ corner of said Section 2; run thence South $89^{\circ} 37' 00''$ East, 1327.81 feet; thence South $00^{\circ} 11' 00''$ East 1144.37 feet; thence North $89^{\circ} 41' 00''$ East, 649.93 feet to the point of beginning of this description. Thence continue North $89^{\circ} 41' 00''$ East 144.87 feet to a point; thence South $00^{\circ} 19' 35''$ East 456.61 feet to appoint on the North line of Running Horse Road; thence South $89^{\circ} 40' 25''$ West along the Northerly line of Running Horse Road 130.08 feet to a point; thence North $02^{\circ} 10' 50''$ West 456.88 feet to the place of beginning.

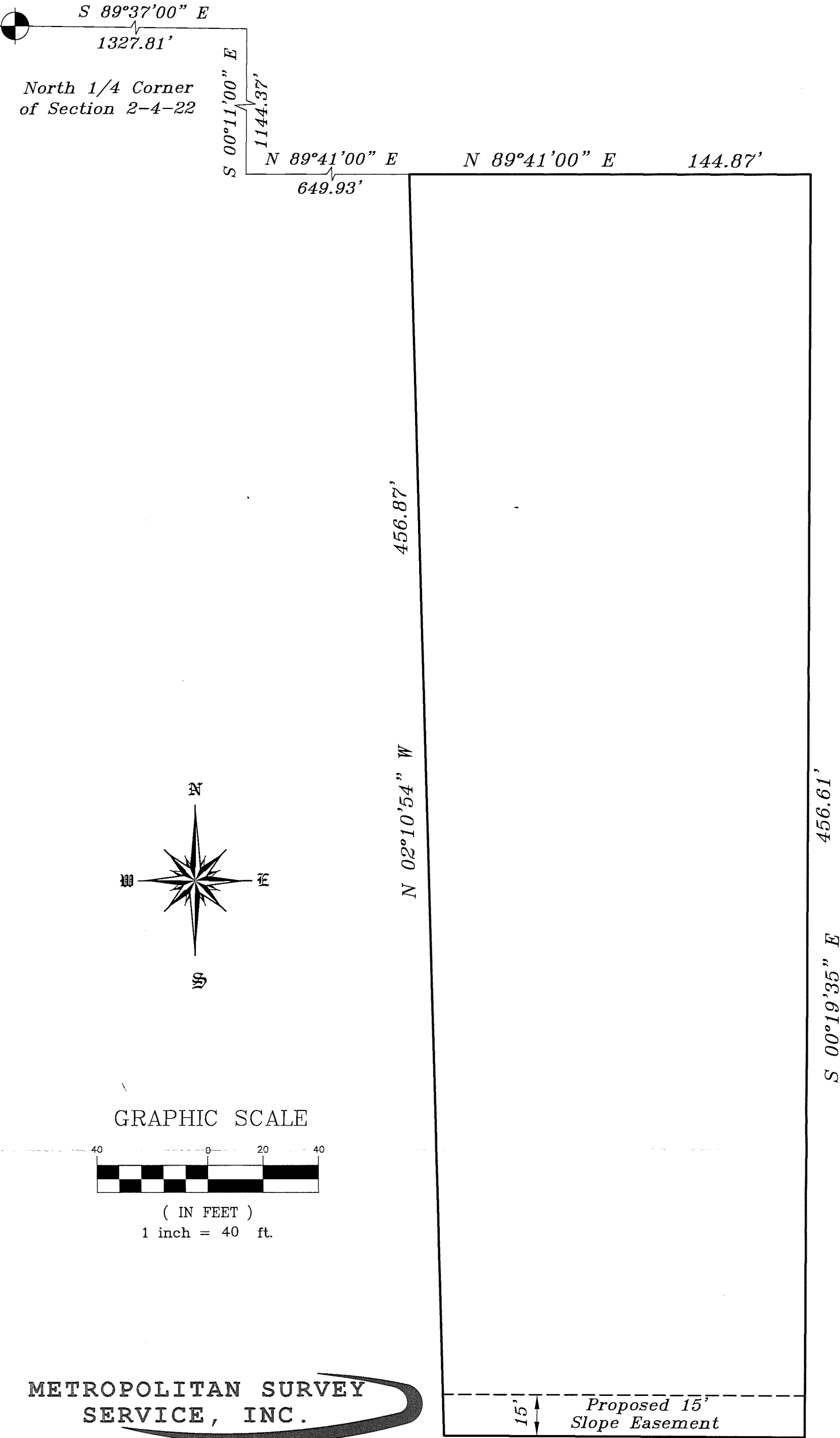
SLOPE EASEMENT EXHIBIT

LOCATION: 6400 Running Horse Road, Caledonia, Wisconsin

LEGAL DESCRIPTION: The South 15 Feet of Lot 31, EQUESTRIAN ESTATES, unrecorded, being part of the Northeast 1/4 of Section 2, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, described as follows: Begin at the North 1/4 corner of Section 2; run thence South 89° 37' 00" East, 1327.81 feet; thence South 00° 11' 00" East, 1144.37 feet; thence North 89° 41' 00" East 649.93 feet to the point of beginning of this description. Thence continue North 89° 41' 00" East 144.87 feet to a point; thence South 00° 19' 35" East 456.61 feet to a point on the North line of Running Horse Road; thence South 89° 40' 25" West along the Northerly line of Running Horse Road 130.08 feet to a point; thence North 02° 10' 54" West 456.87 feet to the place of beginning.

Novemeber 13, 2023

Exhibit No. 114206-S



METROPOLITAN SURVEY
SERVICE, INC.

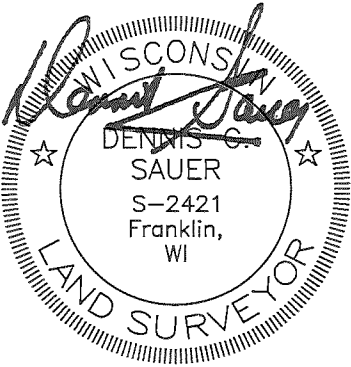
PROFESSIONAL LAND SURVEYORS

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

survey@metropolitansurvey.com
www.metropolitansurvey.com



Running Horse Road



RESOLUTION NO. 2023-135

**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**

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

WHEREAS, the developer with the proposed development project wants to engage Quarles & Brady LLP as their developer counsel. That Quarles & Brady LLP is the Village of Caledonia's bond counsel on unrelated matters; and

WHEREAS, the Village's interests are sufficiently protected, such that a waiver of the conflict of interest is appropriated.

NOW THEREFORE BE IT RESOLVED THAT the Village Board of the Village of Caledonia approves the waiver of conflict of interest as set forth in Exhibit A, attached hereto, and authorizes the Village execute the waiver. Document.

Adopted by the Board of Trustees of the Village of Caledonia, Racine County, Wisconsin, on the ____ day of December, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____

Deputy Village Clerk



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Denver
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
San Diego
Tampa
Tucson
Washington, D.C.

December 7, 2023

VIA E-MAIL

Kathy Kasper
Administrator
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

RE: Village of Caledonia/HSA Commercial Waiver

Dear Kathy:

Quarles & Brady has been asked to represent HSA Commercial ("HSA") in connection with its purchase of land in the DeBack Farms Business Park from Scannell that will require some direct correspondence and discussion with the Village of Caledonia (the "Village") pertaining to the development such land (the "Transaction"). Because of our representation of the Village in matters unrelated to the Transaction, our representation of HSA in this matter presents a potential conflict of interest under the Wisconsin Code of Attorneys Professional Responsibility requiring consultation with and consent by each client.

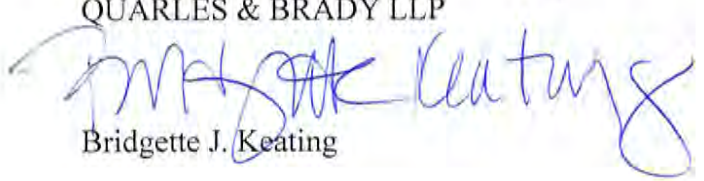
We have given careful consideration to the services we have been asked to perform for HSA, as well as the services we have previously performed and continue to perform for the Village. We have concluded that our representation of HSA in connection with the Transaction and other matters not involving the Village will not adversely affect our loyalty or service to, or our relationship with, the Village in matters unrelated to the Transaction or HSA. Similarly, we have concluded that our representation of the Village in matters unrelated to the Transaction or HSA will not affect our loyalty or service to HSA with respect to the Transaction or in other matters not involving the Village.

Ms. Kathy Kasper
December 7, 2023
Page 2

If you consent to our representation of HSA in matters related to the Transaction and other matters not involving the Village, and our representation of the Village in matters unrelated to the Transaction or HSA, please assist us in satisfying our professional responsibilities by signing this letter and returning it to me. Should you have any questions regarding the foregoing, or desire to discuss it further, please give me a call. Thank you for your consideration.

Very truly yours,

QUARLES & BRADY LLP


Bridgette J. Keating

BJK:crw
cc: Attorney Elaine Ekes

Acknowledgment and consent given this ____ day of December 2023.

Village of Caledonia

By: _____
Thomas Weatherston
President

AND

Joslyn M. Hoeffert
Village Clerk

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

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

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