



VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA

Wednesday, April 5, 2023 – 6:00 p.m.
Caledonia Village Hall – 5043 Chester Lane
THIS WILL BE AN IN-PERSON MEETING

- 1. Meeting Called to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
 - a. Utility District Regular Meeting – March 1, 2023
- 4. Citizen Comments**
- 5. Communications and Announcements**
 - a. Racine Water Utility Agenda
 - b. Racine Wastewater Utility Agenda
 - c. Utility Operator Staffing Update
 - d. 2022 MS4 Annual Report
- 6. Approval of O&M Bills**
 - a. O&M Bills related to the Sewer, Water & Storm Water Utility District
- 7. Project Updates**
 - a. Construction Contract Status
 - b. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade
 - c. Annual Televising Program – Sanitary Sewer
 - d. Water Impact Fee / Sewer Connection Fee Update
 - e. Hoods Creek Attenuation Basin Expansion
 - f. Central Lift Station Safety Site & Attenuation Basin
 - g. North Kremer Watermain Project
 - h. Dominican Lift Station Rehab Project
 - i. Concord Apartments Meter Vault
 - j. Washington Meadows Watermain Project
 - k. TID #4 Elevated Storage Tank & Adams Road Watermain
 - l. Hoods Creek – Aldebaran Brushing Project
 - m. Douglas Avenue OMG Ditch Project
 - n. Turtle Creek Restoration
 - o. Westview Village Storm Improvements
- 8. Action Items**
 - a. Contract Award – 2023 Culvert Replacement Project (2023-2)
 - b. Authorization of Signatures – Storm Water Easement Eric & Maira Ross – Highway V
 - c. Authorization of Signatures – Storm Water Easement Ross Holdings LLC – 12333 7 ½ Mile Road
 - d. Authorization of Signatures – Partial Release of Wispark Development Agreement – Lot 3 CSM 3437
 - e. Change Order #6 – Hoods Creek Attenuation Basin Expansion
 - f. Change Order #7 – Hoods Creek Attenuation Basin Expansion
 - g. Crestview Lift Station Buildings Roof Replacement Project
 - h. 6 Mile Road/Michna Road & 5 Mile Road/Highway 32 Pressure Reducing Valve Maintenance Project
 - i. Authorization of Signatures – Settlement Agreement Racine County Case No.2022-CV520
- 9. Adjournment**

**Village of Caledonia Utility District Meeting
March 1, 2023**

1. Meeting Called to Order – The Regular Meeting of the Village of Caledonia Utility District was held on Wednesday, March 1, 2023. The meeting was called to order by President Howard Stacey at 6:00pm.

2. Roll Call – Those present were President Howard Stacey, Commissioners Michael Pirk, Robert Kaplan, John Strack and Trustee Wishau. Commissioner Minto was excused and Commissioner Ruffalo was absent. Also, present were Utility Operations Supervisor Robert Lui, and Public Services Director Anthony Bunkelman.

3. Approval of Minutes

a. Upon a motion by Commissioner Pirk and seconded by Commissioner Kaplan, the Commission approved the minutes from the Utility District's previous regular meeting held February 1, 2023. A copy of the minutes has been furnished to each Commissioner.
Motion carried.

4. Citizens Comments

None

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5. Communications and Announcements

a. Racine Water Utility Agenda & Minutes

The Commission looked over the agenda and minutes from the February 15th meeting of the Racine Water Utility. Director Bunkelman gave a brief summary of the action taken by the Utility.

b. Racine Wastewater Utility Agenda & Minutes

The Commission looked over the agenda and minutes from the February 15th meeting of the Racine Wastewater Utility. Director Bunkelman gave a brief summary of the action taken by the Utility.

c. Utility Operator Staffing Update

Director Bunkelman informed the Commission that an offer was made to a candidate and the offer was turned down. The Positions will be reposted.

6. Approval of O&M Bills

a. Trustee Wishau moved to approve the Sewer Utility Invoices in the amount of \$1,034,793.91. Seconded by Commissioner Pirk. **Motion carried.**

b. Trustee Wishau moved to approve the Water Utility Invoices in the amount of \$573,126.31. Seconded by Commissioner Pirk. **Motion carried.**

c. Trustee Wishau moved to approve the Storm Water Utility Invoices in the amount of \$219,262.03. Seconded by Commissioner Pirk. **Motion carried.**

7. Project Updates

a. Construction Contract Status

The current contract statuses were shared with the Commissioners.

b. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade

Looking to wrap up the Facility Plan so that it can be reviewed by staff. Once reviewed, it will be submitted to the DNR and then look to schedule a Public Hearing.

c. Annual Televising Program – Sanitary Sewer

Will continue to perform repairs that staff can perform.

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d. Water Impact Fee / Sewer Connection Fee Update

Reviewing information received.

e. Hoods Creek Attenuation Basin Expansion

Mechanical work continues. Testing of pumps and Scada system ongoing. Substantial completion approximately early June. Received draft of grading plan for stockpile to be spread on adjacent lots. Will be reviewing.

f. Central Lift Station Safety Site & Attenuation Basin

Design continues. Proposed to be bid in December 2023 with Construction March 2024 – September 2025.

g. North Kremer Watermain Project

Processing 2 Change Orders for the Project. 1 covers various Time & Material changes necessary. The 2nd covers miscellaneous quantities for work performed on the contract. Awaiting Final Pay Request.

h. Dominican Lift Station Rehab Project

Pump was delivered on February 7th. Pump installed and testing has begun.

i. Concord Apartments Meter Vault

Awaiting Spring for Final Restoration and Final Pay Request.

j. Washington Meadows Watermain

Reesman's will be restarting the project on February 27th. Notices have been sent to residents to inform them of the updated schedule.

k. TID #4 Elevated Storage Tank & Adams Road Watermain

Design continues.

l. Hoods Creek – Aldebaran Brushing Project

Left message with Contractor about starting work.

m. Douglas Avenue – OMG Ditch Project

Grading of Channel completed. Excavated material was hauled to Crawford Park for the start of the sledding hill.

n. Turtle Creek Restoration

Southern Wisconsin Appraisal scheduling meetings for appraisals.

o. Westview Village Storm Improvements

Contractor completed work. Will need to perform any final restoration / touch up in Spring. Will need to process a Change Order for time when received.

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8. Action Items

a. Authorization of Signatures – Bluffside Development Agreement

Trustee Wishau moved to authorize the President and Secretary of the Caledonia Utility District to execute the Development Agreement for Bluffside. Seconded by Commissioner Pirk. **Motion carried.**

b. Change Order #2 – STH 32 Stream Restoration Project

Commissioner Kaplan moved to approve Change Order #2 in the amount of \$2,609.29 for the STH 32 Stream Restoration Project. Seconded by Commissioner Strack. **Motion carried.**

c. Change Order #2 – North Kremer Watermain Project

Commissioner Pirk moved to approve Change Order #2 in the amount of \$28,297.32 for the North Kremer Watermain Improvements Project. Seconded by Trustee Wishau. **Motion carried.**

d. Change Order #3 – North Kremer Watermain Project

Trustee Wishau moved to approve Change Order #3 in the amount of \$15,026.82 for the North Kremer Watermain Improvements Project. Seconded by Commissioner Kaplan. **Motion carried.**

e. Change Order #4 - North Kremer Watermain Project

Commissioner Kaplan moved to approve Change Order #4 in the amount of \$38,771.67 for the North Kremer Watermain Improvements Project. Seconded by Commissioner Pirk. **Motion carried.**

f. Utility Operator in Training Step Incentive Structure & Utility Operator Step Incentive Structure

Director Bunkelman shared with the Commission a Resolution that was presented and approved at the Village Board meeting on February 28th. The Resolution would provide a Step program for the Operators in Training and the Operators. When the Operators in Training obtain the necessary certifications, they receive a wage increase. This makes the position more attractive and hopefully will provide additional candidates. When the Operators achieve various years of service they would receive a wage increase. This would again make the position more attractive and retain the employee.

9. Adjournment

Upon a motion by Commissioner Kaplan and seconded by Commissioner Pirk, the Commission moved to adjourn the regular meeting at 6:30pm. **Motion carried.**

Respectively submitted,
Anthony A. Bunkelman P.E. Public Services Director

DRAFT



City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Meeting Agenda Waterworks Commission

Tuesday, March 21, 2023

4:00 PM

City Hall Annex, Room 130

ROLL CALL

[0218-23](#)

Subject: Approval of Minutes for the February 15, 2023, Meeting

Attachments:

[water minutes 02.15.23](#)

[0219-23](#)

Subject: Request to Submit a Grant Application to Focus on Energy for Low Lift Pump-Variable Frequency Drive Project

Attachments:

[focus on energy app_low lift pump vfd](#)

[0106-23](#)

Subject: Proposal from CDM Smith for Engineering Services of Corrosion Control Chemical Treatment System Upgrade

Attachments:

[cdm smith proposal phosphate improvmts](#)

[0220-23](#)

Subject: Change Order No. 2 on Contract W-22-2, Water Main Replacement - Phase 2, A.W. Oakes & Son (Contractor)

Attachments:

[co #2_w-22-2](#)

[0221-23](#)

Subject: Final Payment Request on Contract W-22-2, Water Main Replacement - Phase 2, A.W. Oakes & Son

Attachments:

[w-22-2_final paymt req_ltr to comsrs](#)

[0222-23](#)

Subject: Change Order No. 3 on Contract W-20-10, 36" Water Main Perry to Newman, Mid City Corporation (Contractor)

Attachments:

[co#3_w-20-10_ltr to comsrs](#)

[0223-23](#)

Subject: Final Payment Request on Contract W-20-10, 36" Water Main Perry to Newman, Mid City Corporation (Contractor)

Attachments:

[w-20-10_final paymt req_ltr to comsrs](#)

[0224-23](#)

Subject: Bid Opening Results on Contract W-23-5, 2023 Pavement Restoration

Attachments: [bid opening results_w-23-5](#)

[0242-23](#) **Subject:** Developers Agreement for the Leo Living Multi-Residential Development (LEO@Mount Pleasant LLC)

Attachments: [developers agreemt_leo living](#)

[0243-23](#) **Subject:** Proposal from Pinnacle Engineering for Construction Related Services Related to the Leo Living Development Project

Attachments: [construct svc agreemt_leo living_rwu](#)

[0225-23](#) **Subject:** Resolution Regarding Declaration of Official Intent to Reimburse Costs Attributed to 2024 Lead Service Line Replacement Project

Attachments: [draft comfort resolution_lead svc line replacement](#)

[0226-23](#) **Subject:** Resolution Regarding Declaration of Official Intent to Reimburse Costs Attributed to 2024 Water Main Replacement Project

Attachments: [draft comfort resolution_wm replacement](#)

[0244-23](#) **Subject:** Resolution Regarding Declaration of Official Intent to Reimburse Costs Attributed to Filtration System Rehabilitation Project

Attachments: [draft comfort resolution_filtration system rehabilitation](#)

Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please contact the Water Utility Administration Office at 262.636.9181 at least 48 hours prior to this meeting.



City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Meeting Agenda Wastewater Commission

Tuesday, March 21, 2023

4:30 PM

City Hall Annex, Room 130

ROLL CALL

[0254-23](#) **Subject:** Approval of Minutes for the February 15, 2023, Meeting

Attachments: [ww minutes 02.15.23](#)

[0285-23](#) **Subject:** Approval of Village of Mount Pleasant 2023 Interceptor
Wastewater Transmission Rates

Attachments: [mount pleasant swr intcptr transmission rate computations for 2023 city flows](#)

[0255-23](#) **Subject:** Request by the Village of Mount Pleasant for the Approval of a
Sanitary Sewer Extension for the Leo Living Development

Attachments: [sse request leo living mp](#)

[0257-23](#) **Subject:** Approval of Construction Engineering Contract with raSmith
regarding Contract A-22, Chicory Road Area Sewer Improvements

Attachments: [construct engin contract A-22 chicory rd se](#)

[0258-23](#) **Subject:** Approval of Construction Engineering Contract with Carollo
regarding Contract B-22, UV Upgrades

Attachments: [construct engin contract B-22 uv upgrades](#)

[0259-23](#) **Subject:** Approval of Construction Engineering Contract with AECOM
regarding Contract C-22, Engine/Blower Project

Attachments: [construct engin contract C-22 engine&blowers](#)

[0260-23](#) **Subject:** Communication from Wastewater Director regarding February
27, 2023, Rainfall Event

[0261-23](#) **Subject:** Communication from Wastewater Director regarding
Development of Vision, Mission, and Values for Wastewater & Water
Utilities

Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please contact the Wastewater Utility Administration Office at 262.636.9181 at least 48 hours prior to this meeting.

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: 2022 Annual Report

County: Racine

Municipality: Caledonia Village

Permit Number: S050059

Facility Number: 31160

Reporting Year: 2022

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report

- Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Caledonia Village

Facility ID # or (FIN): 31160

Updated Information:

☐ Check to update mailing address information

Mailing Address: 5043 Chester Lane

Mailing Address 2:

City: Caledonia Village

State: WI

Zip Code:

53402

xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact

First Name: Tony

Last Name: Bunkelman

☐ Select to **update** current contact information

Title: Public Services Dtr

Mailing Address: 5043 Chester Lane

Mailing Address 2:

City: Racine

State: WI

Zip Code: 53402

xxxxx or xxxxx-xxxx

Phone Number: 262-835-6416

Ext:

xxx-xxx-xxxx

Email: abunkelman@caledonia-wi.gov

Additional Contacts Information (Optional)

☐ I&E Program

☐ IDDE Program

**Individual with responsibility for:
(Check all that apply)**

- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☒ Winter roadway maintenance

First Name: William

Last Name: Jacoby

Title: Highway Foreman

Mailing Address: 6922 Nicholson Road

Mailing Address 2:

City: Caledonia

State: WI

Zip Code: 53108 xxxxx or xxxxx-xxxx

Phone Number: 262-835-6425 Ext: xxx-xxx-xxxx

Email: bjacoby@caledonia-wi.gov

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

☐ Select to **create new** Billing contact

First Name: Tony

Last Name: Bunkelman

☐ Select to **update** current contact information

Title: Public Services Dtr

Mailing Address: 5043 Chester Lane

Mailing Address 2:

City: Racine

State: WI

Zip Code: 53402 xxxxx or xxxxx-xxxx

Phone Number: 262-835-6416 Ext: xxx-xxx-xxxx

Email: abunkelman@caledonia-wi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

☒ Yes ☐ No

☒ Public Education and Outreach Root Pike WIN

☐ Public Involvement and Participation

☒ Illicit Discharge Detection and Elimination Stand & Associates

☐ Construction Site Pollutant Control

- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention

2. Has there been any changes to the municipality’s participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Minimum Control Measures- Section 1 : Complete**1. Public Education and Outreach**

- a. Does MS4 conduct any educational efforts or events independently (not with a group) ☐ Yes
☒ No
- b. How many total educational events were held during the reporting year:
- c. The permit requires that both passive and interactive mechanisms are utilized. How many interactive mechanisms were used during the reporting year?

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination <input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing <input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application <input checked="" type="checkbox"/> Stream and shoreline management <input checked="" type="checkbox"/> Residential infiltration <input type="checkbox"/> Construction sites and post-construction storm water management <input checked="" type="checkbox"/> Pollution prevention <input checked="" type="checkbox"/> Green infrastructure/low impact development <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other

- d. Will additional information/summary of education events be attached to the annual report? ☒ Yes
☐ No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Minimum Control Measures - Section 2 : Complete**2. Public Involvement and Participation**

a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	<input type="text" value="1/24/2022"/>		
Project/Event Name	<input type="text" value="Stormwater 101 Virtual Workshop"/>		
Delivery Mechanism	<input type="text" value="Other"/>		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)

<input type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other: <input type="text"/>	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	Select... <input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No
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b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	10/25/2022 <input type="checkbox"/> NA (Individual Permittee).		
Project/Event Name	Winter Maintenance Training		
Delivery Mechanism	Public Workshop		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	<input type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input type="checkbox"/> Public Officials <input type="checkbox"/> Other	Select... <input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached Excel File for Year End Synopsis

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | | |
|--|-----|---------------------------------|
| a. How many total outfalls does the municipality have? | 272 | <input type="checkbox"/> Unsure |
| b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | 29 | <input type="checkbox"/> Unsure |
| c. From the municipality's routine screening, how many were confirmed illicit discharges? | 0 | <input type="checkbox"/> Unsure |
| d. How many illicit discharge complaints did the municipality receive? | 0 | <input type="checkbox"/> Unsure |

e. From the complaints received, how many were confirmed illicit discharges? 0 ☐ Unsure

f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? 0 ☐ Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

<input checked="" type="checkbox"/> Verbal Warning	0
<input checked="" type="checkbox"/> Written Warning (including email)	0
<input checked="" type="checkbox"/> Notice of Violation	0
<input checked="" type="checkbox"/> Civil Penalty/ Citation	0

Additional Information: _____

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The Village of Caledonia performs IDDE inspections on 29 priority outfalls each year. Caledonia keeps an eye on several outfalls.

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? 15 ☐ Unsure

b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? 15 ☐ Unsure

c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)? ☐ Unsure

d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

<input type="checkbox"/> No Authority	
<input checked="" type="checkbox"/> Verbal Warning	13
<input checked="" type="checkbox"/> Written Warning (including email)	10
<input checked="" type="checkbox"/> Notice of Violation	0
<input checked="" type="checkbox"/> Civil Penalty/ Citation	0
<input checked="" type="checkbox"/> Stop Work Order	3

☒ Forfeiture of Deposit

0

☐ Other - Describe below

- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The Building Inspector performs inspections of erosion control BMP's when out on other inspections for single family homes. Our inspector has left employment of the Village.

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many sites with new structural storm water management Best Management Practice (BMP) have received local approval ? ☐ Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

- b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? ☒ Yes ☐ No ☐ Unsure

- c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? ☐ Unsure
Inspections completed by private landowners should be included in the reported number.

- d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? ☒ Yes ☐ No ☐ Unsure

- e. If yes, does MS4 have maintenance authority on these privately owned BMPs? ☐ Unsure

- f. How many municipally owned storm water management BMPs were inspected in the reporting year? ☐ Unsure

- g. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☐ No Authority

☒ Verbal Warning

0

☒ Written Warning (including email)

0

☒ Notice of Violation

0

☒ Civil Penalty/ Citation

0

☒ Forfeiture of Deposit

0

☒ Complete Maintenance

☒ Bill Responsible Party

0

☐ Other - Describe below

0

- e. Brief explanation on Post-Construction Storm Water Management reporting. *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

Storm Water Management Plans are reviewed by the Caledonia Utility District. All structures (ponds) are required to have a deposit made. Prior to refunding the deposit the site is asbuilt and inspected.

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management best management practices. ☒ Unsure
- b. How many new municipally owned storm water management best management practices were installed in the reporting year? ☐ Unsure
- c. How many municipally owned storm water management best management practices were inspected in the reporting year? ☐ Unsure
- d. What elements are looked at during inspections (250 character limit)?

Outlet structure, Safety Shelf, side slope stabilization, storage capacity, overflow structure, vegetation, ditches, siltation

- e. How many of these facilities required maintenance? ☐ Unsure
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Caledonia has its Engineering & Building Department perform inspections on SFH Building Permits. For Large Developments and Infrastructure projects a consultant performs the inspections on behalf of the Village.

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- g. How many municipal properties require a SWPPP? ☐ Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? ☐ Unsure
- i. Have amendments to the SWPPPs been made?
- ☐ Yes ☒ No ☐ Unsure

j.

If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The Public Works Yard requires a SWPPP.

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?
☐ Yes ☒ No ☐ Unsure
- m. If known, how many tons of material was removed? ☐ Unsure
- n. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☐ Yes - Explain frequency _____
☐ No - Explain _____
☒ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? ☒ Yes ☐ No ☐ Unsure
- q. How many catch basin sumps were cleaned in the reporting year? ☒ Unsure
- r. If known, how many tons of material was collected? ☒ Unsure
- s. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
☐ Yes- Explain frequency _____
☐ No - Explain _____
☒ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- u. Does the municipality conduct curbside leaf collection? ☐ Yes ☒ No ☐ Unsure
- v. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure
- w. Where are the residents directed to store the leaves for collection?
☐ Pile on terrace ☐ Pile in street ☐ Bags on terrace ☐ Unsure
☒ Other - Describe Village Yard Waste Site

x.

What is the frequency of collection?

Wednesday & Weekends (March - November)

y. Is collection followed by street sweeping/cleaning? ☐ Yes ☒ No ☐ Unsure

z. Brief explanation on Collection Services reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (*One mile of a two-way road equals two lane miles.*) ☐ Unsure

ab. Provide amount of de-icing products used by month last winter season?
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	<input type="text" value="0"/>	<input type="text" value="194"/>	<input type="text" value="286"/>	<input type="text" value="906"/>	<input type="text" value="886"/>	<input type="text" value="490"/>

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>None</u>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ac. Was salt applying machinery calibrated in the reporting year? ☐ Yes ☒ No ☐ Unsure

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ☒ Yes ☐ No ☐ Unsure

Training Date	Training Name	# Attendance
<input type="text" value="10/25/2022"/>	<input type="text" value="Smart Salting for WI Roads Workshop"/>	<input type="text" value="2"/>
<input type="text" value="10/11/2022"/>	<input type="text" value="Managing Snow & Ice Control Operations"/>	<input type="text" value="1"/>
<input type="text" value="10/12/2022"/>	<input type="text" value="Managing Snow & Ice Control Operations"/>	<input type="text" value="1"/>

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

The Highway Foreman records the amount of salt used on roads for snow and ice control by month.

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element ? ☐ Yes ☒ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

When:

How many attended:

- ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

MS4 Permit is discussed at Utility District and Village Board Meetings

Municipal Officials

MS4 Permit is discussed at Utility District Meetings

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Some staff attends the Clean Water Network Quarterly Meetings to discuss various storm water topics.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

☒ Yes ☐ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

☒ Storm water treatment facilities

☒ Storm pipes

☐ Vegetated swales

☐ Outfalls

☐ Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The Storm Sewer Map is constantly being updated in GIS for information as it is gathered.

Final Evaluation - Complete**Fiscal Analysis**

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
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Element: Public Education and Outreach

4455	4100	4750	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Public Involvement and Participation

4455	4100	4750	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Illicit Discharge Detection and Elimination

13018	11500	12500	<u>Storm water utility</u>
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Element: Construction Site Pollutant Control

20000	50000	20000	<u>Permit fee and/or deposit/escrow</u>
-------	-------	-------	---

Element: Post-Construction Storm Water Management

20000	50000	20000	<u>Permit fee and/or deposit/escrow</u>
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Element: Pollution Prevention

13018	11500	12500	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Other (describe)

Storm Sewer System Map			
------------------------	--	--	--

345	50000	10000	<u>Storm water utility</u>
-----	-------	-------	----------------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

--

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☐ Yes ☒ No ☐ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ☐ Yes ☒ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Required Attachments and Supplemental Information


Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment	Caledonia Storm Data to DNR 2022.zip
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Attach - Other Supporting Documents


(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents


EO Program

 File Attachment	ROW2022SlideDeck-Caledonia.pdf
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EO Program

 File Attachment	Page1-SupplimentalMaterials.pdf
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EO Program

 File Attachment	ROW2022Synopsis-VillageofCaledonia.xlsx
---	---

IDDE Program

 File Attachment	CaledoniaIDDEProgram-FieldSamplingResultsSummary2022.pdf
---	--

IDDE Program

 File Attachment	CaledoniaIDDEProgram-Table3-2022.pdf
---	--

IDDE Program

 File Attachment	Caledonia IDDE Outfall Screening Report2022.pdf
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IDDE Program

Figure1StormSewerMap34x44121218.pdf

 File Attachment

IDDE Program

 File Attachment

[J220741-1UDSLevel2ReportFinalReport.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Sign and Submit Your Application

Steps to Complete the signature process

- 1. Read and Accept the Terms and Conditions
- 2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Caledonia Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality’s governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- ☒ Authorized municipal contact using WAMS ID.
- ☐ Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- ☐ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:	Anthony A Bunkelman
Title:	Public Services Director

Authorized Signature.

☒ I accept the above terms and conditions.

Signed by : i:0#.f|wamsmembership|tbunkelman on 2023-03-29T12:04:24
You have already signed and submitted this application to the DNR. Please [contact the Wisconsin DNR](#) for assistance.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

APRIL 2023 UTILITY DISTRICT MEETING

March 14, 2023 Invoices

Sewer		Water		Storm	
\$	34.83	\$	34.83	\$	15,287.79

March 28, 2023 Invoices

Sewer		Water		Storm	
\$	574,045.21	\$	82,829.00	\$	7,832.54

April 5, 2023 Invoices

Sewer		Water		Storm	
\$	9,037.57	\$	600,810.91	\$	-

Total

Sewer	Water	Storm
\$ 583,117.61	\$ 683,674.74	\$ 23,120.33

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
FOTH INFRASTRUCTURE & ENVIRO, LLC							
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82456	JAN-23; STH 32 STREAM REST	02/24/2023	10,922.99	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82457	JAN-23; WESTVIEW VILLAGE S	02/24/2023	1,104.20	502-00-65156 Westview Village Storm
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82459	JAN-23; STORM SEWER GPS L	02/24/2023	3,255.60	502-00-65152 GIS Update
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						15,282.79	
WI DEPT OF TRANSPORTATION							
Storm Water Utility Fund	2168	WI DEPT OF TRANSPORTATION	1FTEW1EF4H	PLATES RENEWAL & TYPE CHA	03/02/2023	5.00	502-00-65040 Equipment-Vehicles
Total WI DEPT OF TRANSPORTATION:						5.00	
WISCONSIN DOCUMENT IMAGING							
Water Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	202219	FEB-22; COPIER USAGE	03/02/2022	34.83	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	202219	FEB-22; COPIER USAGE	03/02/2022	34.83	501-00-64060 Copying & Printing
Total WISCONSIN DOCUMENT IMAGING:						69.66	
Grand Totals:						15,357.45	

TOTAL PAYMENTS BY FUND

Sewer Water Utility Fund	\$34.83
Storm Water Utility Fund	\$15,287.79
Water Utility Fund	\$34.83
TOTALS	\$15,357.45

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACH - SUPERFLEET							
Water Utility Fund	1730	ACH - SUPERFLEET	02/20/2023	FEB-23; VEHICLE FUEL	03/14/2023	16.96	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	02/20/2023	FEB-23; VEHICLE FUEL	03/14/2023	16.97	501-00-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						33.93	
ACH - WE ENERGIES							
Water Utility Fund	380	ACH - WE ENERGIES	4458149502	JAN-23; GAS & ELECTRIC SERV	02/01/2023	1,817.33	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	4458149502	JAN-23; GAS & ELECTRIC SERV	02/01/2023	17,505.87	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	4458149502	JAN-23; GAS & ELECTRIC SERV	02/01/2023	236.36	502-00-64140 Utilities
Water Utility Fund	380	ACH - WE ENERGIES	4494602498	FEB-23; UTILITY GAS & ELECT	03/02/2023	2,141.68	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	4494602498	FEB-23; UTILITY GAS & ELECTR	03/02/2023	14,348.81	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	4494602498	FEB-23; UTILITY GAS & ELECTR	03/02/2023	299.64	502-00-64140 Utilities
Total ACH - WE ENERGIES:						36,349.69	
BADGER METER INC.							
Water Utility Fund	163	BADGER METER INC.	1561604	600 M-25 METERS	02/27/2023	46,092.00	500-18701-107 CIP - Meters
Total BADGER METER INC.:						46,092.00	
BATTERIES PLUS							
Water Utility Fund	176	BATTERIES PLUS	P60337631	MISC BATTERIES	03/03/2023	14.58	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	176	BATTERIES PLUS	P60337631	MISC BATTERIES	03/03/2023	148.23	501-00-64240 Building Repairs & Maintenance
Total BATTERIES PLUS:						162.81	
BUY RIGHT, INC.							
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-391201	4 MILE / HWY 31 PUMP # 1 OIL	02/28/2023	32.12	501-00-64240 Building Repairs & Maintenance
Total BUY RIGHT, INC.:						32.12	
CORE & MAIN LP							
Water Utility Fund	405	CORE & MAIN LP	S440480	MISC WATERMAIN REPAIR PAR	03/01/2023	5,166.92	500-00-64240 Building Repairs & Maintenance
Total CORE & MAIN LP:						5,166.92	
EHLERS INVESTMENT PARTNERS							
Water Utility Fund	584	EHLERS INVESTMENT PARTNE	78001	GENERAL OBLIGATION WATER	02/15/2023	400.00	500-00-61310 Banking/Financial Charges
Sewer Utility Fund	584	EHLERS INVESTMENT PARTNE	78474	GENERAL OBLIGATION CORPO	03/13/2023	400.00	501-00-61000 Professional Services

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total EHLERS INVESTMENT PARTNERS:						800.00	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82433	JAN-23; RIVERBEND SAFETY SI	02/24/2023	9,645.70	501-18725-000 CIP-Riverbend Safety Site
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82434	CADDY VISTA IMPROVEMENTS	02/24/2023	651.93	501-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82437	JAN-23; HOODS CREEK BASIN	02/24/2023	40,875.86	501-18736-000 CIP-Hoods Creek Attenuation
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82438	N. KREMER WATERMAIN RELA	02/24/2023	6,953.56	500-18735-107 CIP - North Kremer Watermain
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82442	JAN-23; WASHINGTON MEADO	02/24/2023	1,732.80	500-18737-107 CIP - WASHINGTON MEADOWS
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82446	GENERAL ENGINEERING	02/24/2023	840.60	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82446	GENERAL ENGINEERING	02/24/2023	2,239.80	501-00-61340 Engineering Design Charges
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82446	GENERAL ENGINEERING	02/24/2023	644.00	502-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82447	JAN-23; UPDATE CMOM REPOR	02/24/2023	1,159.20	501-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82448	JAN-23; UCMR 5 SAMPLING	02/24/2023	421.20	500-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82449	FEB-23; WATER SERVICE STUD	02/24/2023	494.80	500-00-61340 Engineering Design Charges
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82788	STH 32 RESTORATION	03/15/2023	2,451.62	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82789	WESTVIEW VILLAGE STORMWA	03/15/2023	125.80	502-00-65156 Westview Village Storm
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82790	STORM SEWER GPS LOCATES	03/15/2023	3,797.92	502-00-65152 GIS Update
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82793	FEB-23; HOODS CREEK BASIN	03/15/2023	25,792.58	501-18736-000 CIP-Hoods Creek Attenuation
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82794	FEB-23; N. KREMER WATERMAI	03/15/2023	3,414.20	500-18735-107 CIP - North Kremer Watermain
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82797	WASHINGTON MEADOWS WAT	03/15/2023	6,727.13	500-18737-107 CIP - WASHINGTON MEADOWS
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82800	FEB-23; GENERAL ENGINEERIN	03/15/2023	221.90	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82800	FEB-23; GENERAL ENGINEERIN	03/15/2023	618.10	501-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82801	FEB-23; UCMR5 SAMPLING	03/15/2023	588.80	500-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82802	WATER SERVICE INVENTORY	03/15/2023	18.40	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82803	FEB-23; RIVERBEND SAFETY SI	03/15/2023	1,872.35	501-18725-000 CIP-Riverbend Safety Site
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						111,288.25	
JOHNSON CONTROLS SECURITY SOLUTIONS							
Water Utility Fund	969	JOHNSON CONTROLS SECURI	38592784	APR-JUN 2023; DISTRICT OFFIC	03/11/2023	311.92	500-00-64150 Communication Services
Sewer Utility Fund	969	JOHNSON CONTROLS SECURI	38592784	APR-JUN 2023; DISTRICT OFFIC	03/11/2023	311.91	501-00-64150 Communication Services
Total JOHNSON CONTROLS SECURITY SOLUTIONS:						623.83	
KORTENDICK HARDWARE							
Water Utility Fund	1096	KORTENDICK HARDWARE	156122	COUNTY LINE FLOOD SENSOR	03/01/2023	49.09	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	156174	HOODS CREEK L.S. VALVE SWI	03/03/2023	133.32	501-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	156214	HOODS CREEK L.S. VALVE PAR	03/06/2023	45.64	501-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	156228	HOODS CREEK L.S. VALVE PAR	03/07/2023	54.63	501-00-64240 Building Repairs & Maintenance

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Sewer Utility Fund	1096	KORTENDICK HARDWARE	156265	4 MILE / HWY 31 L.S. LIGHT BUL	03/08/2023	15.29	501-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	156376	HOODS CREEK L.S. PARTS	03/14/2023	10.41	501-00-64240 Building Repairs & Maintenance
Total KORTENDICK HARDWARE:						308.38	
MIDWEST FORMS & SUPPLY, LLC							
Sewer Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	6999	MARKING PAINT	03/15/2023	277.20	501-00-64240 Building Repairs & Maintenance
Storm Water Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	6999	MARKING PAINT	03/15/2023	277.20	502-00-64070 Work Supplies
Total MIDWEST FORMS & SUPPLY, LLC:						554.40	
MIDWEST METER INC.							
Sewer Utility Fund	1325	MIDWEST METER INC.	0152031-IN	CALIBRATE FLOW METERS	02/24/2023	900.00	501-00-64240 Building Repairs & Maintenance
Total MIDWEST METER INC.:						900.00	
MILWAUKEE METROPOLITAN SEWAGE DISTRICT							
Sewer Utility Fund	1338	MILWAUKEE METROPOLITAN S	049-23	Q1-23 SEWER TREATMENT SE	03/21/2023	9,156.93	501-00-62550 Sewer Treatment Charges
Total MILWAUKEE METROPOLITAN SEWAGE DISTRICT:						9,156.93	
MIRON CONSTRUCTION CO., INC.							
Sewer Utility Fund	9227	MIRON CONSTRUCTION CO., IN	Pay App # 7	PAY APP # 7 HOODS CREEK BA	03/10/2023	351,367.90	501-18736-000 CIP-Hoods Creek Attenuation
Total MIRON CONSTRUCTION CO., INC.:						351,367.90	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	43702	OFFICE ANYWHERE INSTALLAT	03/08/2023	1,750.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43702	OFFICE ANYWHERE INSTALLAT	03/08/2023	1,750.00	501-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	43858	SOPHOS AV; 3-YEAR RENEWAL	03/10/2023	360.52	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43858	SOPHOS AV; 3-YEAR RENEWAL	03/10/2023	360.53	501-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	43892	APR-23; OFFICE ANYWHERE D	03/13/2023	250.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43892	APR-23; OFFICE ANYWHERE D	03/13/2023	250.00	501-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	43904	APR-23; BACKUP SERVICE	03/13/2023	125.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43904	APR-23; BACKUP SERVICE	03/13/2023	125.00	501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:						4,971.05	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2301831	Q1-23; WATER SAMPLES	02/20/2023	681.48	500-00-62560 Water Sampling and Testing

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total NORTHERN LAKE SERVICE, INC:						681.48	
OAK CREEK WATER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5164	FEB-23; BAC "T" SAMPLES	02/24/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5170	MAR-23; BAC "T" WATER SAMP	03/09/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5171	MAR-23; O.C. SAMPLES	03/20/2023	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:						1,095.00	
SCHNABEL PRINTING AND INVITATION CENTER							
Water Utility Fund	1033	SCHNABEL PRINTING AND INVI	125320	DOOR HANGERS; METER CAR	03/01/2023	194.45	500-00-64030 Office Supplies
Total SCHNABEL PRINTING AND INVITATION CENTER:						194.45	
SHERWIN INDUSTRIES							
Water Utility Fund	1795	SHERWIN INDUSTRIES	SC049960	KENTWOOD DR. / ERIE ST. WAT	02/22/2023	417.12	500-00-64240 Building Repairs & Maintenance
Total SHERWIN INDUSTRIES:						417.12	
STARNET TECHNOLOGIES							
Sewer Utility Fund	1855	STARNET TECHNOLOGIES	0092083-IN-2	DOMINICAN L.S. GEN. BLD.; 2N	05/31/2022	93,496.00	501-18739-000 CIP-Dominican Lift Station
Total STARNET TECHNOLOGIES:						93,496.00	
TREETOP PRODUCTS CONSOLIT							
Water Utility Fund	2036	TREETOP PRODUCTS CONSOL	19941	TRAFFIC CONES	02/01/2023	399.37	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	2036	TREETOP PRODUCTS CONSOL	19941	TRAFFIC CONES	02/01/2023	266.24	501-00-64240 Building Repairs & Maintenance
Total TREETOP PRODUCTS CONSOLIT:						665.61	
UTILITY VENDOR REFUND							
Water Utility Fund	8996	UTILITY VENDOR REFUND	100-0500-00	UTILITY BILL REFUND (PAID WR	03/14/2023	46.29	500-00-46251 Residential Service
Sewer Utility Fund	8996	UTILITY VENDOR REFUND	100-0500-00	UTILITY BILL REFUND (PAID WR	03/14/2023	143.94	501-00-46251 Residential Service
Water Utility Fund	8996	UTILITY VENDOR REFUND	100-0500-00	UTILITY BILL REFUND (PAID WR	03/14/2023	13.15	500-00-46255 Public Fire Protection
Total UTILITY VENDOR REFUND:						203.38	
WAREHOUSE DIRECT							
Water Utility Fund	2099	WAREHOUSE DIRECT	5438754-0	COPY PAPER; TAPE	02/20/2023	72.75	500-00-64030 Office Supplies

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Sewer Utility Fund	2099	WAREHOUSE DIRECT	5438754-0	COPY PAPER; TAPE	02/20/2023	72.75	501-00-64030 Office Supplies
Total WAREHOUSE DIRECT:						145.50	
Grand Totals:						664,706.75	

TOTALS BY FUND

SEWER UTILITY FUND	\$574,045.21
STORM WATER FUND	\$7,832.54
WATER UTILITY FUND	\$82,829.00
<u>TOTALS</u>	<u>\$664,706.75</u>

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACH - SUPERFLEET							
Water Utility Fund	1730	ACH - SUPERFLEET	03/20/2023	MAR-23; FUEL PURCHASE	04/11/2023	10.31	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	03/20/2023	MAR-23; GENERATOR FUEL PU	04/11/2023	822.67	501-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	03/20/2023	MAR-23; REBATE	04/11/2023	-1.85	501-00-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						831.13	
G & F EXCAVATING							
Sewer Utility Fund	687	G & F EXCAVATING	35723	5030 BLUE BIRD LATERAL REP	03/21/2023	8,058.75	501-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:						8,058.75	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2303320	Q1-23; V.H. BAC "T" SAMPLES	03/22/2023	27.50	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						27.50	
OAK CREEK WATER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	DOUGLAS AV	Q1-23; WATER PURCHASE	03/28/2023	19,239.37	500-00-64180 Public Fire Protection
Water Utility Fund	1423	OAK CREEK WATER UTILITY	DOUGLAS AV	Q1-23; WATER PURCHASE	03/28/2023	108,532.60	500-00-62550 Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	DUANE COUR	Q1-23; WATER PURCHASES	03/28/2023	6,056.20	500-00-62550 Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	NICHOLSON R	Q1-23; WATER PURCHASES	03/28/2023	4,374.51	500-00-62550 Purchased Water
Total OAK CREEK WATER UTILITY:						138,202.68	
REESMANS EXCAVATING & GRADING							
Water Utility Fund	1610	REESMANS EXCAVATING & GR	PAY APP #2	PAY APP #2 WASH. MEADOWS	3/29/2023	462,412.42	500-18737-107 CIP - WASHINGTON MEADOWS
Total REESMANS EXCAVATING& GRADING:						462,412.42	
WAREHOUSE DIRECT							
Water Utility Fund	2099	WAREHOUSE DIRECT	5455638-1	EXPANDABLE FOLDER	03/21/2023	158.00	500-00-64030 Office Supplies
Sewer Utility Fund	2099	WAREHOUSE DIRECT	5455638-1	EXPANDABLE FOLDERS	03/21/2023	158.00	501-00-64030 Office Supplies
Total WAREHOUSE DIRECT:						316.00	
Grand Totals:						609,848.48	

PAYMENTS BY FUND

Water Utility Fund	\$	600,810.91
Sewer Fund	\$	9,037.57
Totals By Fund	\$	609,848.48

North Kremer Watermain

Water

Contractor	PTS Contractors Inc		
Original Contract	\$	2,681,000.00	
Change Order #1	\$	(54,921.85)	-2.05%
Change Order #2	\$	28,297.32	1.06%
Change Order #3	\$	15,026.82	0.56%
Change Order #4	\$	38,771.67	1.45%
Total Change Orders	\$	27,173.96	1.01%
Current Contract	\$	2,708,173.96	
Pay Request #1	\$	573,596.56	
Retainage	\$	30,189.29	
Pay Request #2	\$	781,206.79	
Retainage	\$	36,835.71	
Pay Request #3	\$	340,809.90	
Pay Request #4	\$	542,749.45	
Pay Request #5	\$	303,018.87	
Pay Request #6	\$	161,792.39	
	\$	2,770,198.96	
Remaining on Contract (Including Retainage)	\$	5,000.00	0%
Design Engineering	\$	212,229.38	7.92%
Construction Services	\$	322,244.13	12.02%
Miscellaneous	\$	25,221.01	
Total Project Cost	\$	3,267,868.48	

Dominican Lift Station Improvements

Sewer

Contractor	August Winter & Sons, Inc		
Original Contract	\$	718,500.00	
Change Order #1	\$	-	0.00%
Change Order #2	\$	4,560.00	0.63%
Change Order #3	\$	-	
Change Order #4	\$	1,382.00	0.19%
Current Contract	\$	724,442.00	0.82%
Pay Request #1	\$	66,667.77	
Retainage	\$	3,508.83	
Pay Request #2	\$	121,096.88	
Retainage	\$	6,373.52	
Pay Request #3	\$	228,397.30	
Retainage	\$	8,228.70	
Pay Request #4	\$	155,779.00	
Pay Request #5	\$	17,190.00	
Remaining on Contract (Including Retainage)	\$	135,311.05	19%
Design Engineering (3/29/2020 - 10/18/2021)	\$	234,943.90	32.70%
Construction Services			0.00%
Starnet (Building & Controls)	\$	186,992.00	
We Energies	\$	8,926.04	
Total Project Cost	\$	1,155,303.94	

Hoods Creek Attenuation Basin Expansion

Sewer

Contractor	Miron Construction		
Original Contract	\$	10,209,403.20	
Change Order #1	\$	-	0.00%
Change Order #2	\$	-	0.00%
Change Order #3	\$	60,787.06	0.60%
Change Order #4	\$	8,210.32	0.08%
Change Order #5	\$	1,321.33	0.01%
Change Order #6	\$	18,359.25	0.18%
Change Order #7	\$	29,072.40	0.28%
Total	\$	117,750.36	1.15%
Current Contract	\$	10,327,153.56	
Pay Request #1	\$	503,595.85	
Retainage	\$	26,505.04	
Pay Request #2	\$	668,836.92	
Retainage	\$	35,201.95	
Pay Request #3	\$	2,856,043.90	
Retainage	\$	153,318.10	
Pay Request #4	\$	2,875,931.51	
Retainage	\$	41,729.67	
Pay Request #5	\$	1,505,021.00	
Pay Request #6	\$	471,546.00	
Pay Request #7	\$	351,367.90	
Remaining on Contract (Including Retainage)	\$	1,094,810.48	11%
Design Engineering (9/28/2020-5/26/2022)	\$	431,789.35	4.23%
Construction Services (5/26/2022-6/23/2022)	\$	45,541.30	0.45%
Gabriel Novac #1	\$	82,590.00	
Gabriel Novac #2	\$	165,180.00	
Gabriel Novac #3			
Total	\$	247,770.00	
Total Project Cost	\$	11,052,254.21	

Washington Meadows Watermain

Water

Contractor	Reesman's		
Original Contract	\$	1,681,981.35	
Current Contract	\$	1,681,981.35	0.00%
Pay Request #1	\$	361,930.00	
Retainage	\$	19,048.95	
Pay Request #2	\$	462,412.42	
Retainage	\$	23,000.58	
Remaining on Contract (Including Retainage)	\$	857,638.93	51.0%
Design Engineering 1/23/2022 to 6/23/2022	\$	97,246.35	5.78%
Construction Services 7/29/2022 to 7/29/2022	\$	1,002.50	0.06%
Total Project Cost	\$	1,780,230.20	

Westview Village Stormwater Improvements

Storm Water

Contractor	The Wanasek Corp		
Original Contract	\$	154,465.00	
Current Contract	\$	154,465.00	0.00%
Pay Request #1	\$	123,394.69	
Retainage	\$	6,494.46	
Pay Request #2	\$	22,689.14	
Retainage	\$	1,194.16	
Pay Request #3	\$	2,688.12	
Remaining on Contract (Including Retainage)	\$	5,693.05	3.7%
Design Engineering	\$	62,613.56	40.54%
Construction Services			0.00%
Total Project Cost	\$	217,078.56	

STH 32 Stream Restoration Project

Storm Water

Contractor	A.W. Oakes		
Original Contract	\$	279,831.00	
Change Order #1	\$	2,609.29	0.93%
Current Contract	\$	282,440.29	0.93%
Pay Request #1	\$	33,634.75	
Retainage	\$	1,770.25	
Pay Request #2	\$	49,128.30	
Retainage	\$	2,585.70	
Pay Request #3	\$	124,555.45	
Retainage	\$	6,555.55	
Remaining on Contract (Including Retainage)	\$	75,121.79	26.6%
Design Engineering			0.00%
Construction Services			0.00%
Total Project Cost	\$	282,440.29	

CALEDONIA UTILITY DISTRICT PROJECT SUMMARY WORKSHEET

Riverbend Drive Lift Station Safety Site & Forcemain Upgrade

- Looking to wrap up Facility Plan so that it can be reviewed by staff. Once reviewed will submit to DNR and look to schedule a Public Hearing.

Annual Televising Program – Sanitary Sewer

- Will continue to perform repairs that staff can perform.

Water Impact Fee / Sewer Connection Fee Update

- Reviewing information received.

Hoods Creek Attenuation Basin Expansion

- Pumps have passed all tests. Media in Odor Control room being changed. Finishing up leak tests on new cells. Scada programing is being developed for alarms and set points. Substantial completion approximately early June.

Central Lift Station Safety Site & Attenuation Basin

- Design continues. Proposed to be bid in December 2023 with Construction March 2024 – September 2025.

North Kremer Watermain Project

- Awaiting Spring for Final Restoration and Final Pay Request.

Dominican Lift Station Rehab Project

- All mechanicals are installed and tested. Scada all tested. Waiting for startup on Cathodic Protection. Reviewing a Change Order for bypass pumping.

Concord Apartments Meter Vault

- Awaiting Spring for Final Restoration and Final Payment Request.

Washington Meadows Watermain

- Construction of the project continues.

TID #4 Elevated Storage Tank & Adams Road Watermain

- Design continues.

**CALEDONIA UTILITY DISTRICT
STORM WATER PROJECTS
PROJECT SUMMARY WORKSHEET**

Hoods Creek – Aldebaran Brushing Project

- Left message with Contractor about starting work.

Douglas Avenue – OMG Ditch Project

- Contractor to touch up channel from erosion that has occurred and stabilize the ground as necessary until final restoration is performed.

Turtle Creek Restoration

- Southern Wisconsin Appraisal meeting with owners to discuss easement acquisition.

Westview Village Storm Improvements

- Contractor to perform any final restoration / touch up in Spring. Will need to process a Charge Order for time when received.

MEMORANDUM

DATE: Monday, March 27, 2023

TO: Caledonia Utility District

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



RE: Contract Award – 2023 Culvert Replacement Project (2023-2)

BACKGROUND INFORMATION

The 2023 Culvert Replacement Project has been prepared by the Engineering Department to replace existing culverts with manhole connections in the West Point Subdivision and replace existing corrugated metal culverts with Reinforced Concrete pipe on Botting Road. These roads are planned to be resurfaced in 2023.

The 2023 Culvert Replacement Project is being publicly advertised as required. The bid opening for the project is scheduled for April 5, 2023.

Staff will provide the results and a recommendation for the Culvert Replacement Project at the April 5th Utility District Commission meeting.

RECOMMENDATION


Move to authorize Caledonia Utility District and Village of Caledonia to issue the Notice of Award to _____ for the 2023 Culvert Replacement Project in the amount of _____.

Move to authorize the Utility District President and Secretary to execute any contract documents as necessary.

MEMORANDUM

DATE: Friday, March 24, 2023

TO: Caledonia Utility District

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

RE: Authorization of Signatures – Storm Water Easement Eric & Maira Ross - Highway V

BACKGROUND INFORMATION

As a condition of approval of the Storm Water Management Plan and Site Grading Plan for the commercial development at 8420 Highway V for Ross Landcare, a Storm Water Easement was required to encompass the Storm Water Pond. The Storm Water Pond is located on a vacant lot owned by the Ross's.

The Storm Water Easement Agreement has been prepared and signed by the Owner. In order to record the Storm Water Easement, the Commission President and Secretary will need to execute the easements along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Stormwater Easement on Highway V with Eric & Maira Ross.

Document Number

**Storm Water Drainage Easement
Agreement:
ERIC & MAIRA ROSS**

Name and Return Address

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

104-04-22-06-019-030

Parcel Identification Number (PIN)

STORM WATER DRAINAGE EASEMENT AGREEMENT:
ROSS HOLDINGS, LLC

This Storm Water Drainage Easement Agreement ("Agreement") is made the 9th day of March, 2023, by and between **ERIC & MAIRA ROSS**, being husband and wife, residing at 10579 S. Barton Road Oak Creek, Wisconsin 53154, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

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

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

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

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

8. Further Owner Requirements.

(a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Pond Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Pond Easement Area will not be altered without the written consent of the Grantees.

(c) Owner shall perform the other drainage work in the manner described in attached Exhibit B.

(d) Owner shall comply with (i) the provisions and requirements of the updated Storm Water Management Plan for the Property, prepared by Quam Engineering, LLC dated

and Professional Engineer Stamped March 27, 2019 and the Construction Plans for Lot #2 (with Retention Pond on Lot #3) of CSM #3332, prepared by Quam Engineering, LLC, dated and Professional Engineer Stamped June 6, 2019 as may be approved and/or amended from time to time by the Grantees.

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


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

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

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

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

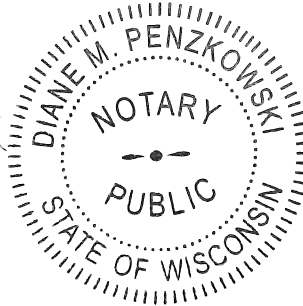
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BY: 
Eric Ross

STATE OF WISCONSIN)
) SS:
COUNTY OF Racine)

Diane M Remykozeski
Notary Public, Racine County, WI

My Commission: 4.7.2024



Attest: _____
Joslyn Hoeffert, Clerk

[illegible]

Notary Public, State of Wisconsin

Name: _____

My Commission: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

Attest: _____
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

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

Notary Public, State of Wisconsin

My Commission expires: _____

This Instrument Was Drafted By:
Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

EXHIBIT A

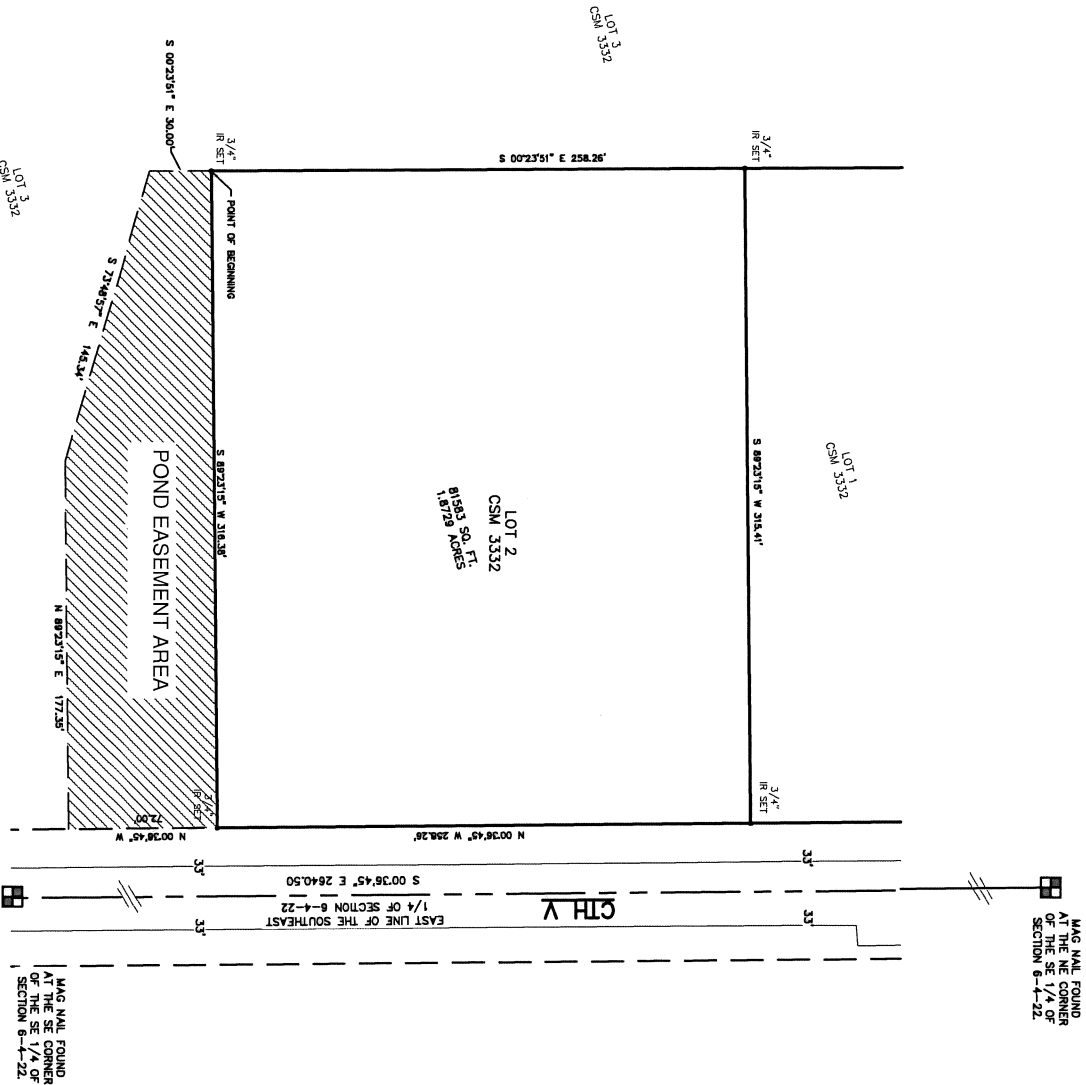
Legal Description

Lot 3 of CSM 3332 being located in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6 and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 4 North, Range 22 East in the Village of Caledonia, County of Racine, State of Wisconsin.

Parcel Tax Key Number 104-04-22-06-019-030

EXHIBIT B

STORM WATER POND EASEMENT



LEGAL DESCRIPTION

A PART OF LOT 3 OF CERTIFIED SURVEY MAP 3332, RECORDED AS DOCUMENT NO. 251132X, BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP 3332, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 00°23'51" EAST, 30.00 FEET;

THENCE SOUTH 73°48'57" EAST, 145.34 FEET;

THENCE NORTH 89°23'15" EAST, 177.35 FEET;

THENCE NORTH 00°36'45" WEST, 72.00 FEET, ALONG THE EAST LINE OF LOT 3;

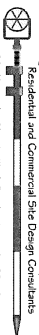
THENCE SOUTH 89°23'15" WEST, 316.38 FEET, ALONG SAID SOUTH LINE OF LOT 2 TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 19,864 SQUARE FEET, OR 0.456 ACRES, MORE OR LESS.

FROM LANDSCAPE-CM V, VILLAGE OF CALEDONIA
STORMWATER MANAGEMENT EASEMENT
DATED: 03/27/2019

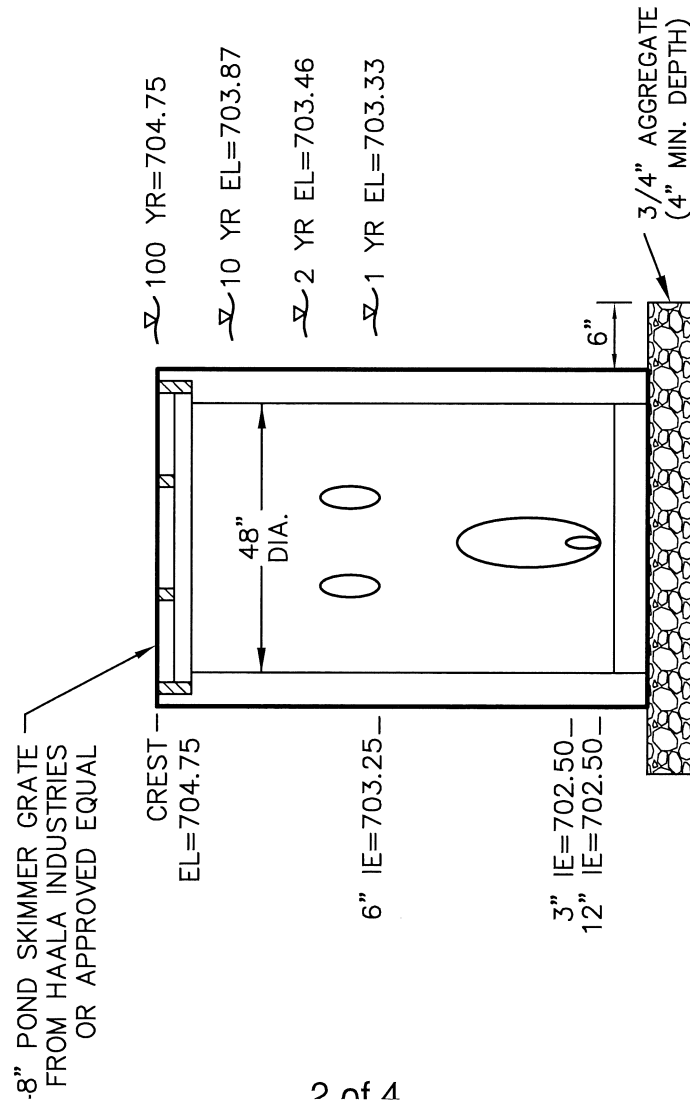
QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants



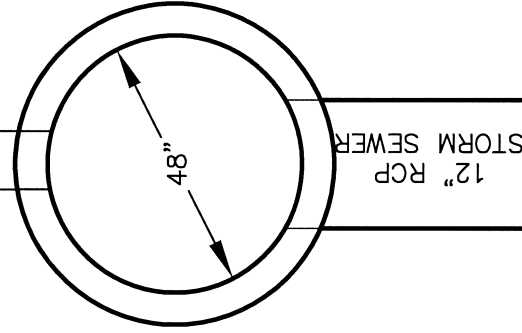
122 Wisconsin Street, West Bend, Wisconsin 53095
Phone (262) 338-6641; www.quamengineering.com

OUTLET STRUCTURE
CONSTRUCTION SHALL
CONFORM TO WISCONSIN DNR
TECHNICAL STANDARD #1001)



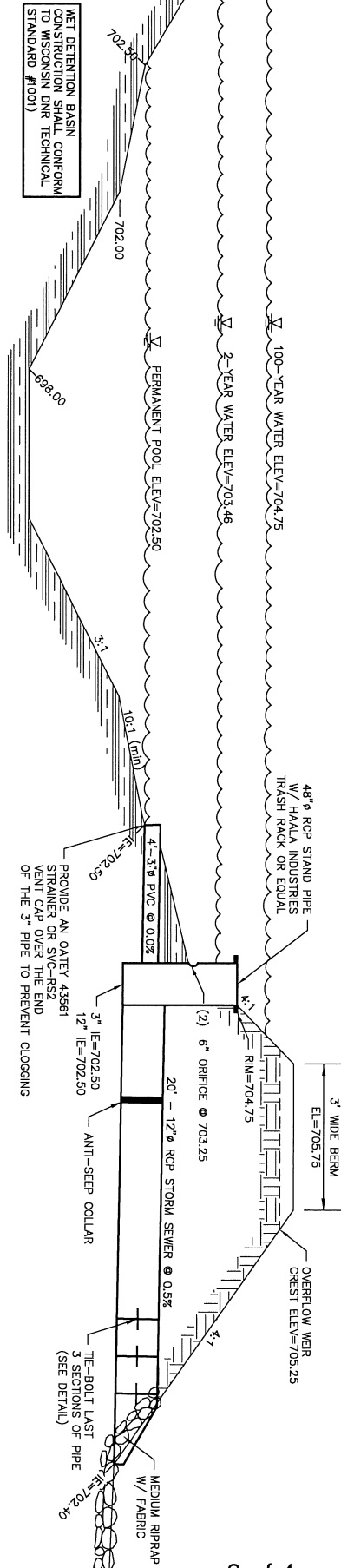
PROVIDE AN OATEY 43561
STRAINER OR SVC-RS2
VENT CAP OVER THE END
OF THE 3" PIPE TO PREVENT CLOGGING

4' OF 3"
PVC @ 0.00%
IE=702.50

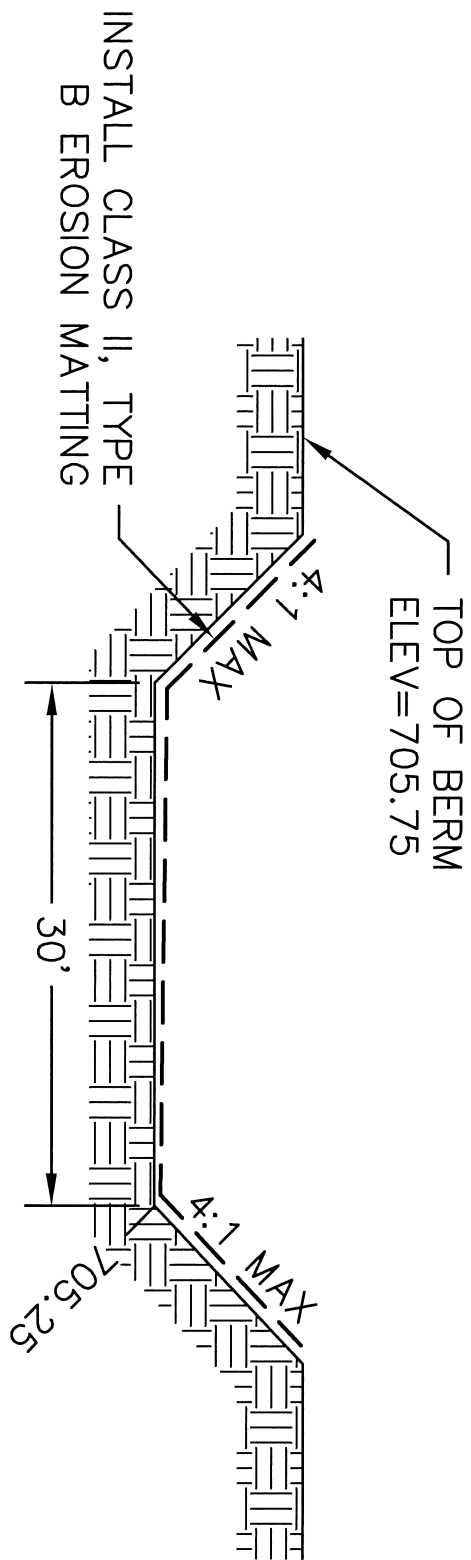


WET-DETENTION POND
OUTLET STRUCTURE DETAIL--LOT 3

EXHIBIT B



WET DETENTION POND CROSS SECTION--LOT 3




OVERFLOW WEIR CROSS SECTION--LOT 3

MEMORANDUM

DATE: Friday, March 24, 2023

TO: Caledonia Utility District

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

RE: Authorization of Signatures – Storm Water Easement Ross Holdings LLC – 12333 7 ½ Mile Road

BACKGROUND INFORMATION

As a condition of approval of the Storm Water Management Plan and Site Grading Plan for the proposed commercial development at 12333 7 ½ Mile Road for Ross Holdings LLC, a Storm Water Easement was required to encompass the Storm Water Pond.

The Storm Water Easement Agreement has been prepared and signed by the Owner. In order to record the Storm Water Easement, the Commission President and Secretary will need to execute the easements along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Stormwater Easement 12333 7 ½ Mile Road with Ross Holdings LLC.

Document Number

**Storm Water Drainage Easement
Agreement:
Ross Holdings LLC**

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

104-04-22-06-019-010
Parcel Identification Number (PIN)

STORM WATER DRAINAGE EASEMENT AGREEMENT:
ROSS HOLDINGS. LLC

This Storm Water Drainage Easement Agreement ("Agreement") is made the 8th day of March, 2023, by and between **ROSS HOLDINGS, LLC**, a Wisconsin limited liability company, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

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

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

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

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

8. Further Owner Requirements.

(a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Pond Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Pond Easement Area will not be altered without the written consent of the Grantees.

(c) Owner shall perform the other drainage work in the manner described in attached Exhibit B.

(d) Owner shall comply with (i) the provisions and requirements of the updated Storm Water Management Plan for the Property, prepared by Parish Survey & Engineering,

dated and Professional Engineer Stamped December 7, 2022 and the Construction Plans for Lot #1 of CSM #3332, prepared by Parish Survey & Engineering, dated and Professional Engineer Stamped December 7, 2022 as may be approved and/or amended from time to time by the Grantees.

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

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

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

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

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

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

OWNER:
ROSS HOLDINGS, LLC

BY: _____

Eric J. Ross, Member

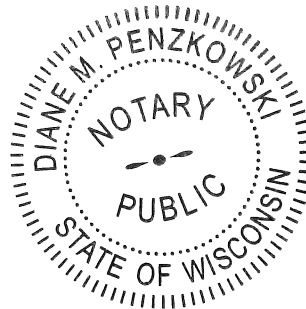
STATE OF WISCONSIN)
) SS:
COUNTY OF Racine)

Personally came before me this 9th day of March 2023, **Eric J. Ross**, Member of Ross Holdings, LLC, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said limited liability company.

Diane M Penzkowski
Notary Public, Racine County, WI

Name: Diane M Penzkowski

My Commission: 4-2-2024



VILLAGE OF CALEDONIA:

BY: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

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

Notary Public, State of Wisconsin

Name: _____

My Commission: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

Attest: _____
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

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

Notary Public, State of Wisconsin

My Commission expires: _____

This Instrument Was Drafted By:
Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

EXHIBIT A

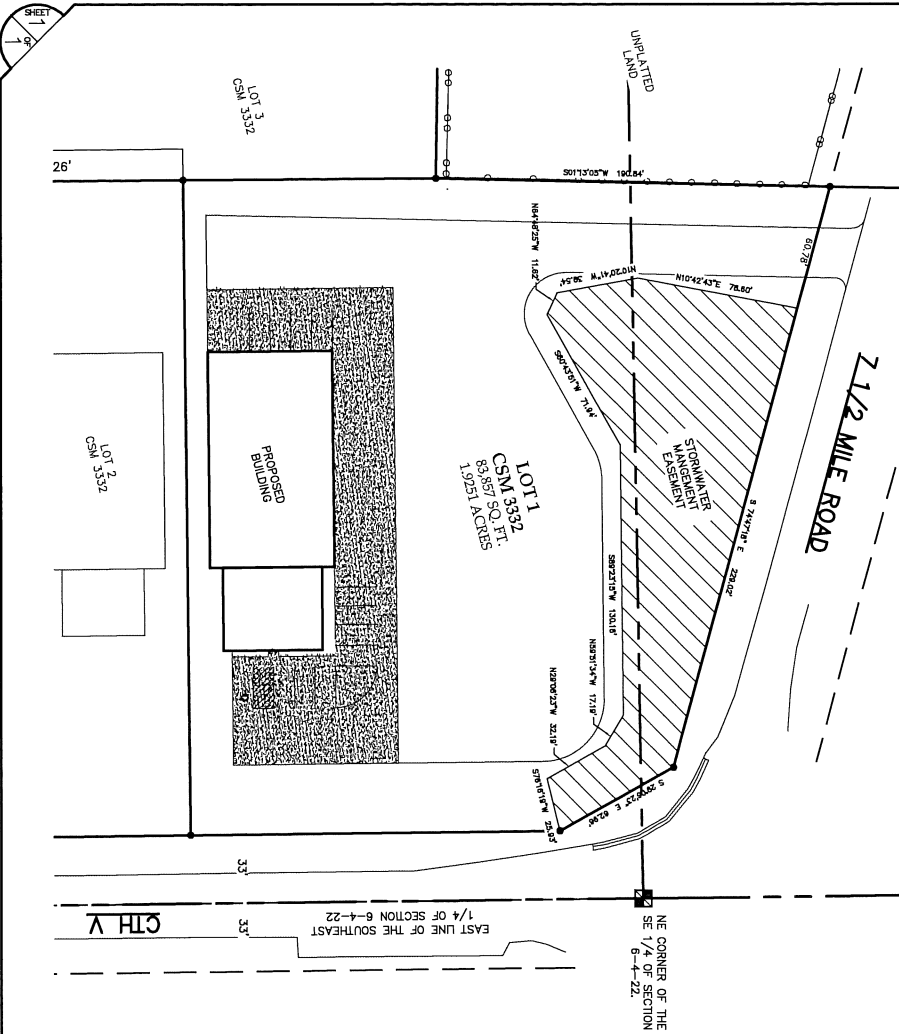
Legal Description

Lot 1 of CSM 3332 being located in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6 and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 4 North, Range 22 East in the Village of Caledonia, County of Racine, State of Wisconsin.

Parcel Tax Key Number 104-04-22-06-019-010

STORMWATER MANAGEMENT EASEMENT

OWNER:
ROSS HOLDINGS, LLC
10579 S. BARTON ROAD
OAK CREEK, WI 53154



LEGAL DESCRIPTION

STORMWATER MANAGEMENT EASEMENT

PART OF LOT 1 CERTIFIED SURVEY MAP 333, RECORDED AS DOCUMENT NO. 2511326, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALHDONIA, COUNTY OF RACINE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE SOUTH 29°06'23" EAST, 62.96 FEET, ALONG THE NORTHEAST LINE OF SAID LOT 1;
THENCE SOUTH 76°16'19" WEST, 25.93 FEET;
THENCE NORTH 32°19'06" WEST, 32.19 FEET;
THENCE NORTH 89°23'15" WEST, 17.19 FEET;
THENCE SOUTH 89°23'15" WEST, 130.16 FEET;
THENCE SOUTH 64°48'25" WEST, 71.94 FEET;
THENCE NORTH 10°20'41" WEST, 11.62 FEET;
THENCE NORTH 74°47'18" EAST, 78.60 FEET, TO THE NORTH LINE OF SAID LOT 1;
THENCE SOUTH 22°02'22" EAST, 229.02 FEET, ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

12333 7 1/2 MILE ROAD
NO:104-04-22-06-018-010

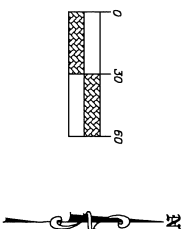
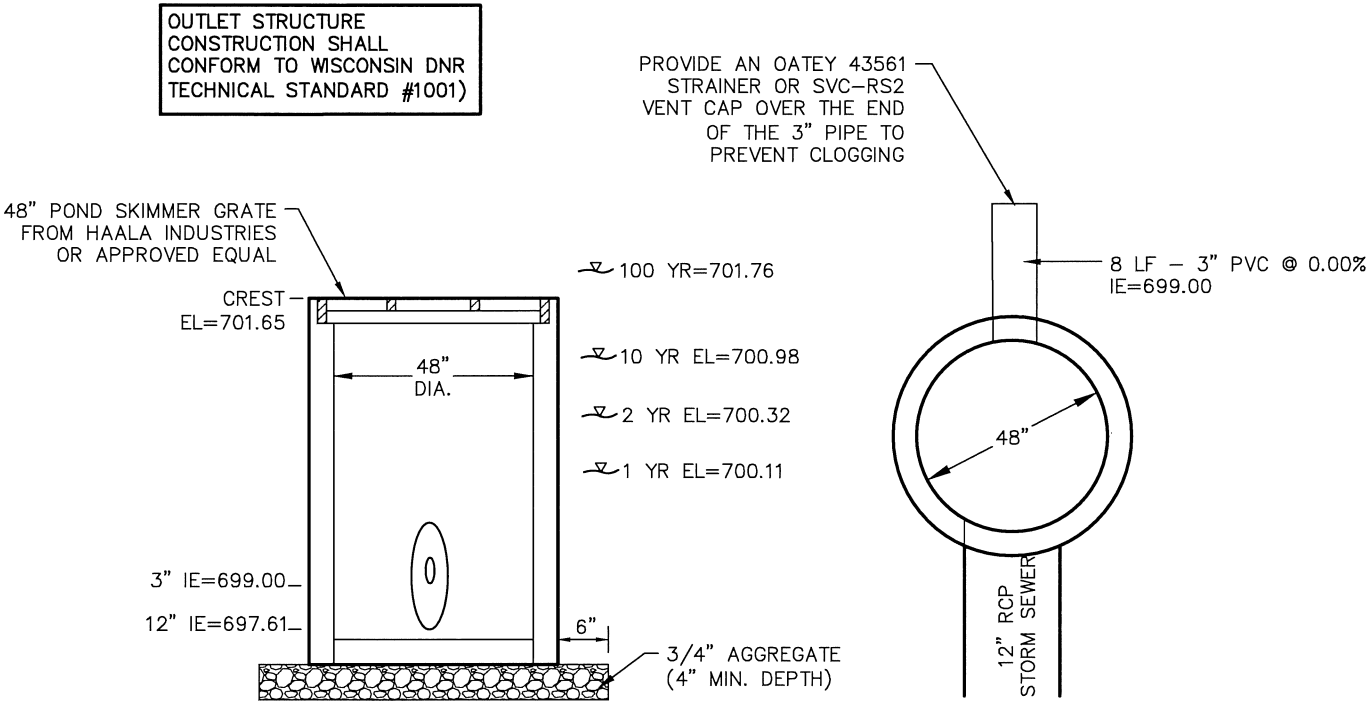


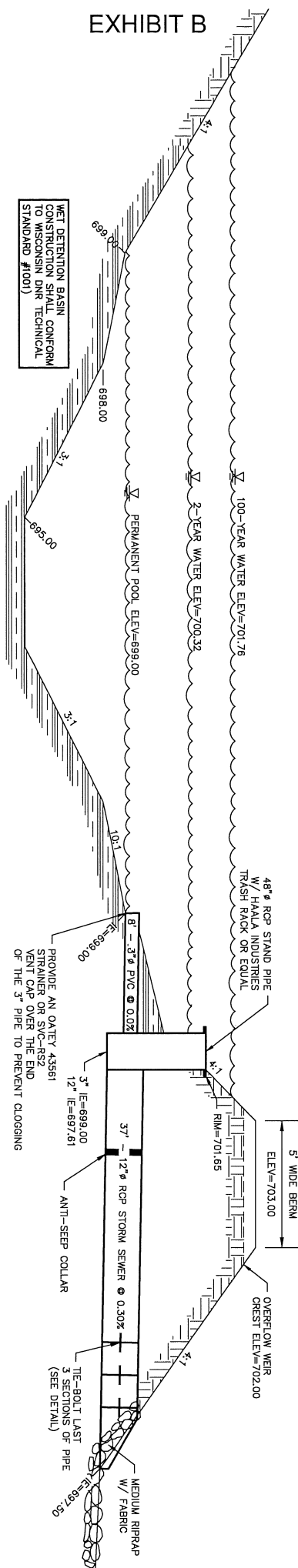
EXHIBIT B

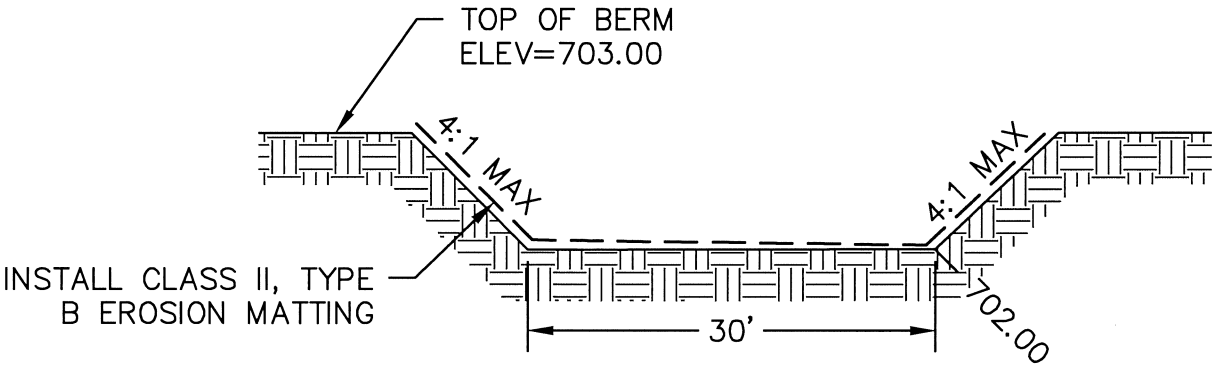


WET-DETENTION POND
OUTLET STRUCTURE DETAIL

EXHIBIT B

WET DETENTION POND CROSS SECTION






OVERFLOW WEIR CROSS SECTION

MEMORANDUM

DATE: Friday, March 24, 2023

TO: Caledonia Utility District

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

RE: Authorization of Signatures – Partial Release of Wispark
Development Agreement – Lot 3 CSM 3437

BACKGROUND INFORMATION

As a condition of approval of the development of DeBack Farms Business Park Phases I, II and III, there were 2 Utility Agreements entered into by the Developer to ensure that the Sanitary Sewer and Watermain were installed, inspected, and dedicated to the Village. There was also a Development Agreement with 3 Amendments to ensure that the remainder of the development was performed.

The developer is selling Pad E in DeBack Farms, more specifically Lot 3 of CSM 3437. The developer is requesting that the property to be sold is released from the various agreements. This is a typical request as it was most recently done with Scannell for Pad F in DeBack Farms and Likewise for Pad C.

The developer's obligations for Sanitary Sewer and Watermain have been met for the existing agreements. So the Utility District is aware there is a requirement for Watermain to be installed on Pad E with the development of the Lot. This condition changed when Pad F was parceled into 3 lots. A new development agreement will need to be drafted to include the watermain on Pad E.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Partial Release from Utility Agreements and prior Development Agreement for DeBack Farms Business Park Pad E.

PARTIAL RELEASE

Document Number

Document Title

Recording Area

Drafted by, Name and Return Address

Joseph E. Puchner
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

104-04-22-30-015-230

Parcel Identification Number (PIN)

PARTIAL RELEASE

THIS PARTIAL RELEASE (“Partial Release”) is made as of April ___, 2023, by and among **VILLAGE OF CALEDONIA**, Wisconsin, a Wisconsin municipal corporation (the “Village”), the **VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT AND THE VILLAGE OF CALEDONIA WATER UTILITY DISTRICT**, being two separate utility districts established by the Village of Caledonia under the laws of the State of Wisconsin, (hereinafter jointly and severally referred to as the “District” in the singular tense), and **WISPARK LLC**, a Wisconsin limited liability company (“Wispark”).

RECITALS:

WHEREAS, the Village and Wispark entered into that certain DeBack Farms Business Park Development Agreement pertaining to the Village of Caledonia Tax incremental District No. 4 dated as of July 27, 2016, as amended by that certain First Amendment to Development Agreement dated as of September 29, 2016, that certain Second Amendment to Development Agreement dated as of July 16, 2018, and that certain Third Amendment to Development Agreement dated as of May 3, 2021, with respect to the land described on Exhibit A attached hereto and all improvements located and to be located thereon (collectively, the “Property”). A Memorandum of Development Agreement was recorded with the Register of Deeds for Racine County (“Register of Deeds”) on August 1, 2016, as Document No. 2441100, which document encumbers land which includes the Property, and a Memorandum of Second Amendment to Development Agreement was recorded with the Register of Deeds on July 18, 2018, as Document No. 2498871, which document encumbers the Property, and a Memorandum of Third Amendment to Development Agreement was recorded with the Register of Deeds on May 12, 2021, as Document No. 2591521, which document encumbers the Property. A Partial Release of Development Agreement and Utility Agreement was recorded with the Register of Deeds on October 7, 2016 as Document No. 2447306, releasing a portion of the land that includes the Property, as set forth therein. A further Partial Release was recorded with the Register of Deeds on July 19, 2018, as Document No. 2498916, releasing Lot 1 of Certified Survey Map No. 3302, as more fully described therein. A further Partial Release dated as of April 5, 2021 (together with a Conditional Delivery Agreement) was recorded with the Register of Deeds on April 6 2021, as Document No. 2587359, releasing Lots 1, 2 and 3 and Outlot 4 of Certified Survey Map No. 3458, as more fully described therein. All of the documents in this Whereas clause are entitled the **“Development Agreement.”**

WHEREAS, the Village, the District (or its predecessors) and Wispark entered into an agreement addressing the construction of sanitary sewer and water mains, entitled Agreement to Allow Private Construction of Sanitary Sewers and/or Watermains by Wispark LLC, dated September 29, 2016 (the **“Original Utility Agreement”**) which was recorded with the Register of Deeds on September 29, 2016, as Document No. 2446496, which document encumbers land that includes the Property.

WHEREAS, the Village, the District (or its predecessors) and Wispark entered into a separate agreement addressing the construction of sanitary sewer and water mains, entitled Agreement to Allow Private Construction of Utility Infrastructure by Wispark LLC, dated July

16, 2018 (the “**New Utility Agreement**”) which was recorded with the Register of Deeds on July 18, 2018, as Document No. 2498872, which document encumbers the Property.

WHEREAS, Wispark legally divided a portion of the Property by recording Certified Survey Map No. 3437 with the Register of Deeds on March 26, 2021 as Document No. 2586090, which created, among other things, Lot 3 as described on Exhibit B attached hereto;

WHEREAS, Wispark is prepared to sell such Lot 3 for individual site development for a Project (the “Excluded Parcel”); and

WHEREAS, Village, District and Wispark desire to release the Excluded Parcel from the Development Agreement, the Original Utility Agreement and the New Utility Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Partial Release shall have the meaning given to such terms in the Development Agreement.

2. Partial Release. The Excluded Parcel is hereby released from the Development Agreement (including, without limitation, all amendments thereto and memoranda for recording thereof), the Original Utility Agreement and the New Utility Agreement, and the partial release provided in this Section 2 shall apply to events occurring after the date of this Partial Release except that:

a. The Excluded Parcel shall remain subject to the DeBack Farms Business Park Declaration of Development Standards and Protective Covenants recorded with the Racine County Register of Deeds as Document No. 2446964 and the Restrictive Covenant recorded with the Racine County Register of Deeds as Document No. 2441101.

b. Notwithstanding this partial release of the Excluded Parcel, Wispark shall remain bound by all of the terms, covenants, and conditions of the Development Agreement, as amended, the Original Utility Agreement and the New Utility Agreement.

c. Notwithstanding this partial release of the Excluded Parcel, the Excluded Parcel shall be bound by the Village of Caledonia Code of Ordinances, including the requirement of said owner thereof, to develop the site and pay for all infrastructure necessary to serve the development on said Excluded Parcel including but not limited to the construction of sewer main, watermain, watermain looping, and streets to serve the Excluded Parcel as required by the Village of Caledonia and its location requirements for sewer main and watermain within the DeBack Farms Business Park.

d. Notwithstanding this partial release of the Excluded Parcel, the Excluded Parcel shall be subject to the Modification to DeBack Farms Business Park Declaration of Development Standards and Protective Covenants to be executed and recorded with the Racine County Register of Deeds as attached hereto as **Exhibit A** and incorporated herein.

3. Effect of Partial Release. Except as expressly modified herein, the Development Agreement, as amended, the Original Utility Agreement and the New Utility Agreement shall remain as executed in full force and effect.

4. Counterparts. This Partial Release may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

5. Successors and Assigns. This Partial Release shall be binding upon and shall inure to the benefit of the undersigned and their respective successors and assigns as to the Excluded Parcel.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Partial Release as of the day, month and year first written above.

WISPARK LLC

By: _____
Erica-Nicole Harris, Vice President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me on March ____, 2023, the above-named Erica-Nicole Harris, as Vice President of Wispark LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Wispark LLC.

By: _____
Name Printed: _____

Notary Public, State of Wisconsin
My Commission Expires: _____

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)
) SS
RACINE COUNTY)

Personally came before me on March ____, 2023, the above-named James R. Dobbs and Joslyn Hoeffert, on behalf 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.

By: _____
Name Printed: _____

Notary Public, State of Wisconsin
My Commission Expires: _____

**VILLAGE OF CALEDONIA UTILITY
DISTRICT COMMISSION ON BEHALF OF
THE VILLAGE OF CALEDONIA SEWER
UTILITY DISTRICT AND THE VILLAGE OF
CALEDONIA WATER UTILITY DISTRICT**

By: _____
Howard Stacey, President

Attest: _____
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
RACINE COUNTY)

Personally came before me on March _____, 2023, the above-named Howard Stacey, President and Michael Pirk, Secretary, on behalf of the Village of Caledonia Utility District Commission, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District Commission.

By: _____
Name Printed: _____

Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT A
THE PROPERTY

Lot 1 and Lot 2, Certified Survey Map No. 3302, recorded on July 13, 2018, in Volume 10 of Certified Survey Maps, pages 918-929, as Document No. 2498467, being a redivision of all of Lot 2 of Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

Part of Tax Key: 104-04-22-30-015-200

Address: Adams Road

EXHIBIT B

EXCLUDED PARCEL

Lot 3, Certified Survey Map No. 3437, recorded in the Office of the Register of Deeds for Racine County on March 26, 2021, as Document No. 2586090, being a redivision of all of Lot 2 of Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

Now Tax Key: 104-04-22-30-015-230

Address: Adams Road

MEMORANDUM

DATE: Friday, March 24, 2023

TO: Caledonia Utility District

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



RE: Change Order #6 – Hoods Creek Attenuation Basin Expansion

BACKGROUND INFORMATION

This Change Order is for costs associated with epoxy injection for 2 existing vertical cracks (15 LF and 25 LF) and along the horizontal floor joint (180 LF).

This Change Order has a cost of \$18,359.25 and adjusts the contract by 0.18%. Overall Change Orders have adjusted the contract by \$88,677.96 or 0.87%.

This Change Order has been reviewed and accepted.

It is recommended that Change Order #6 be approved.

RECOMMENDATION

Move to approve Change Order #6 for the Hoods Creek Attenuation Basin Expansion Project with a contract increase of \$18,359.25.

**SECTION 00 63 62
CHANGE ORDER**

No. 6

Date of Issuance: February 17, 2023	Effective Date: February 17, 2023
Owner: Caledonia Utility District	Owner's Contract No.:
Contractor: Miron Construction Co., Inc	Contractor's Project No.:
Engineer: Foth Infrastructure & Environment, LLC	Engineer's Project No.: 20C030.09
Project: Hoods Creek Attenuation Basin Expansion	Contract Name: HCAB Expansion

The Contract is modified as follows upon execution of this Change Order:

Description: This change order documents the costs associated with epoxy injection at existing vertical cracks and horizontal floor joint.

Attachments: *Cost revisions as provided by Miron with maximum 5% markup for subcontractor management fee and bond.*

All increases to contract price shall include costs for bonding and insurance.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>10,209,403.20</u>	Original Contract Times: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 13, 2023</u> days or dates
[Increase]-[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$ <u>70,318.71</u>	[Increase]-[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days
Contract Price prior to this Change Order: \$ <u>10,279,721.91</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 13, 2023</u> days or dates
[Increase]-[Decrease] of this Change Order: \$ <u>18,359.25</u>	[Increase]-[Decrease] of this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days or dates
Contract Price incorporating this Change Order: \$ <u>10,298,081.16</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 13, 2023</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Eve Schnell
Engineer (if required)
Title: Project Manager
Date: February 17, 2023

By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

By: David G. Voss Jr.
Contractor (Authorized Signature)
Title: David G. Voss Jr., President
Date: 2/20/2023

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Change Order Request

Date: 01/30/2023
To: Tony Bunkleman
Caledonia Utility District
333 4 1/2 Mile Road
Racine, WI 53402

Re: Hoods Creek Attenuation Basin Expansion
Franksville, WI 53126
Project: 220430
State/Federal Job: N/A

Reference Document: PCI0010

Change Description: Epoxy Injection : Cost associated with epoxy injection at two existing vertical cracks (15LF and 25LF) and one horizontal floor joint (180LF).

Contractor	Description	Amount
	EPOXY INJECTION	\$17,485.00
* SUB-TOTAL *		\$17,485.00
Management Fee - Subcontractor		\$734.37
* SUB-TOTAL *		\$18,219.37
Bond		139.88 \$145.75
** TOTAL **		18,359.25 \$18,365.12

Impacted Calendar Days: 0

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Samuel Orcholski
Miron Construction Co., Inc.

01/30/2023

Date:

Owner Representative
Caledonia Utility District

Date:

This quote expires on: 02/06/2023

ZANDER SOLUTIONS, LLC.
421 S NINE MOUND RD, VERONA, WI 53593
608/833-6620 608/833-6679 FAX
PROPOSAL

Submitted to:
Miron
ATTN: Sam Orcholski

Job Name:
Hoods Creek
Caledonia, WI
Epoxy Injections

Date:
January 25, 2023

As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid".

BID: \$3,985.00

To epoxy inject vertical cracks at pit area as discussed with Don from Miron onsite. 1-15 L/F crack and 1-25 L/F crack

ADD to BASE BID: \$2,495.00

Please note: that this is considered a confined space entry. If Miron does not supply equipment and (2) people to assist Zander Solutions employee to comply with OSHA laws and regulations, Zander Solutions will add **\$2,495.00** to base bid number above.

ALT BID: \$13,500.00

To epoxy inject approx. 180 L/F of horizontal floor joint as per Don from Miron

ADD: \$2,495.00

If confined space entry is required by Zander Solutions, add **\$2,495.00** to base bid

Payment Terms: Due on completion of job.
1-1/2% finance charge on all accounts past 30 days, 18% per year. Customer agrees to pay all collection costs and fees, including attorney's fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized
Signature: _____
Frank Acker, Partner 608-209-8733
NOTE: This proposal may be withdrawn by us if not
accepted within 30 days.

PLEASE SIGN, DATE AND RETURN ORIGINAL COPY BEFORE COMMENCEMENT OF WORK BEGINS.

ACCEPTANCE OF PROPOSAL –The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Printed name: _____
Signature: _____

MEMORANDUM

DATE: Friday, March 24, 2023

TO: Caledonia Utility District

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



RE: Change Order #7 – Hoods Creek Attenuation Basin Expansion

BACKGROUND INFORMATION

This Change Order is for costs associated with motorizing both garage doors at the Hoods Creek Splitter Box enclosure and installing controls in an exterior waterproof box.

This Change Order has a cost of \$29,072.40 and adjusts the contract by 0.28%. Overall Change Orders have adjusted the contract by \$117,750.36 or 1.15%.

This Change Order has been reviewed and accepted.

It is recommended that Change Order #7 be approved.

RECOMMENDATION

Move to approve Change Order #7 for the Hoods Creek Attenuation Basin Expansion Project with a contract increase of \$29,072.40.

**SECTION 00 63 62
CHANGE ORDER**

No. 7

Date of Issuance: February 17, 2023	Effective Date: February 17, 2023
Owner: Caledonia Utility District	Owner's Contract No.:
Contractor: Miron Construction Co., Inc	Contractor's Project No.:
Engineer: Foth Infrastructure & Environment, LLC	Engineer's Project No.: 20C030.09
Project: Hoods Creek Attenuation Basin Expansion	Contract Name: HCAB Expansion

The Contract is modified as follows upon execution of this Change Order:

Description: This change order documents the costs associated with motorizing both garage doors at the Hoods Creek splitter box enclosure and installing controls in an exterior waterproof box.

Attachments: *Cost revisions as provided by Miron with maximum 5% markup for subcontractor management fee and bond.*

All increases to contract price shall include costs for bonding and insurance.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>10,209,403.20</u>	Original Contract Times: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 13, 2023</u> days or dates
[Increase]-[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ <u>88,677.96</u>	[Increase]-[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days
Contract Price prior to this Change Order: \$ <u>10,298,081.16</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 13, 2023</u> days or dates
[Increase]-[Decrease] of this Change Order: \$ <u>29,072.40</u>	[Increase]-[Decrease] of this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days or dates
Contract Price incorporating this Change Order: \$ <u>10,327,153.56</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 13, 2023</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Eve Schnell
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: David G. Voss Jr.
Contractor (Authorized Signature)

Title: Project Manager
Date: February 17, 2023

Title: _____
Date: _____

Title: David G. Voss Jr., President
Date: 2/20/2023

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Change Order Request

Date: 01/26/2023
To: Tony Bunkleman
Caledonia Utility District
333 4 1/2 Mile Road
Racine, WI 53402

Re: Hoods Creek Attenuation Basin Expansion
Franksville, WI 53126
Project: 220430
State/Federal Job: N/A

Reference Document: PCI0009

Change Description: Motorize Garage Doors : Cost associated with motorizing both garage doors with a control for each on the exterior of the structure in a weatherproof box.

Contractor	Description	Amount
Premier Power Professionals Inc	ELECTRICAL	\$9,970.00
Consolidated Doors Inc	OVERHEAD DOORS	\$17,718.00
* SUB-TOTAL *		<u>\$27,688.00</u>
Management Fee - Subcontractor		\$1,162.90
* SUB-TOTAL *		<u>\$28,850.90</u>
Bond		221.50 \$230.81
** TOTAL **		<u>29,072.40</u> \$29,081.71

Impacted Calendar Days: 0

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Samuel Orcholski
Miron Construction Co., Inc.

01/26/2023

Date:

Owner Representative
Caledonia Utility District

Date:

This quote expires on: 02/02/2023

Sam Orcholski

From: Chuck Meisner <cmeisner@premierpowerpro.com>
Sent: Thursday, December 15, 2022 6:48 AM
To: Sam Orcholski
Subject: [E] RE: RE: [External] RE: HCAB Splitter Box Pricing

CAUTION: External Email

Sam,
Door number 1 with a lockbox on the exterior of the building without photo eyes \$5,885.00. door #2 - \$4,085

Thanks

Chuck Meisner
Premier Power
262-822-0790 mobile

From: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Sent: Wednesday, December 14, 2022 2:58 PM
To: Chuck Meisner <cmeisner@premierpowerpro.com>
Subject: RE: RE: [External] RE: HCAB Splitter Box Pricing

Chuck,

Will you be sending the price without the photo eye today?

Sam Orcholski
Project Manager
sam.orcholski@miron-construction.com

Miron Construction Co., Inc.
PH 414.308.1550 | **FX** 414.431.0933
1400 N Water St, Suite 200 | Milwaukee, WI 53202
MIRON-CONSTRUCTION.COM

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From: Chuck Meisner <cmeisner@premierpowerpro.com>
Sent: Tuesday, December 13, 2022 1:36 PM
To: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Subject: [E] RE: RE: [External] RE: HCAB Splitter Box Pricing

CAUTION: External Email

See the attached. The second door would be a little cheaper, \$6,800.00

Chuck Meisner
Premier Power

Sam Orcholski

Subject: FW: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

From: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Sent: Wednesday, October 5, 2022 11:13 AM
To: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Cc: Don Fournier <Don.Fournier@Miron-Construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

These explosion prof motors raised the price through the roof. Each motor would be a total of **\$8,859.00**. This does not include the NEMA 7 explosion prof photo eyes which would be an additional \$3,290.00 per door.

If the photo eyes are need it is a total of \$12,149.00 per door.

Adding a Pedestrian door might be a lot cheaper than this.

If you have any questions or concerns email or call anytime.

Randy Jungbluth
Project Manager
Consolidated Doors
Cell: 414-544-5100
Office: 414-453-8448

From: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Sent: Monday, October 3, 2022 11:39 AM
To: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Cc: Don Fournier <Don.Fournier@Miron-Construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

Any update on the explosion proof?

Sam Orcholski
Project Manager
sam.orcholski@miron-construction.com

Miron Construction Co., Inc.
PH 414.308.1550 | **FX** 414.431.0933
1400 N Water St, Suite 200 | Milwaukee, WI 53202
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From: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Sent: Friday, September 23, 2022 10:35 AM
To: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Cc: Don Fournier <Don.Fournier@Miron-Construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

CAUTION: External Email

The motor and labor is the same for both doors. The motor quoted is a single phase motor with a three button control station. The wiring for the control station and HV for the motor needs to be done by others. There will need to be conduit for the photo eyes done by others as well.

Per door \$3,481.00

If you have any questions or concerns email or call anytime.

Randy Jungbluth
Project Manager
Consolidated Doors
Cell: 414-544-5100
Office: 414-453-8448

From: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Sent: Wednesday, September 21, 2022 12:31 PM
To: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Cc: Don Fournier <Don.Fournier@Miron-Construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

We want a price for each of the doors to have motors. Please break it out separately.

The control for the doors will be mounted 50ft away in the building, nothing near the doors or keyed controls.

Sam Orcholski
Project Manager
sam.orcholski@miron-construction.com

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From: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Sent: Wednesday, September 21, 2022 11:05 AM
To: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Cc: Don Fournier <Don.Fournier@Miron-Construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

CAUTION: External Email

Just to be clear you want just one of the doors to have a motor? If there is no control station outside how will you open the door? The motor covers are no problem.

Randy Jungbluth
Project Manager
Consolidated Doors
Cell: 414-544-5100
Office: 414-453-8448

From: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Sent: Wednesday, September 21, 2022 10:59 AM
To: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Cc: Don Fournier <Don.Fournier@Miron-Construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

Nope just one operator in the building but it will not be explosion rated room. Only the motor enclosure in the room.

Sam Orcholski
Project Manager
sam.orcholski@miron-construction.com

Miron Construction Co., Inc.
PH 414.308.1550 | FX 414.431.0933
1400 N Water St, Suite 200 | Milwaukee, WI 53202
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From: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Sent: Wednesday, September 21, 2022 10:54 AM
To: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Cc: Don Fournier <Don.Fournier@Miron-Construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

CAUTION: External Email

Did you want to add Keyed Controls on the outside as well? I will get a number put together for you.

If you have any questions or concerns email or call anytime.

Randy Jungbluth
Project Manager
Consolidated Doors
Cell: 414-544-5100

Office: 414-453-8448

From: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Sent: Wednesday, September 21, 2022 10:35 AM
To: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Cc: Don Fournier <Don.Fournier@Miron-Construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction
Importance: High

Randy,

The owner would like to add garage openers for the two overhead doors you supplied on this job. Could you send me a price for these as they need to meet Class1Division1 explosion proof per code. The openers themselves will be located in a NON-Explosion proof room so they don't need to be just the motor enclosure.

Sam Orcholski
Project Manager
sam.orcholski@miron-construction.com

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PH 414.308.1550 | **FX** 414.431.0933
1400 N Water St, Suite 200 | Milwaukee, WI 53202
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From: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Sent: Monday, July 18, 2022 6:58 AM
To: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

CAUTION: External Email

Sorry I was out sick the end of last week.

Here is what cookson sent me.

If you have any questions or concerns email or call anytime.

Randy Jungbluth
Project Manager
Consolidated Doors
Cell: 414-544-5100
Office: 414-453-8448

From: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Sent: Thursday, July 14, 2022 2:57 PM
To: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Subject: RE: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

Were you able to get some sort of picture for the owner?

Sam Orcholski
Project Manager
sam.orcholski@miron-construction.com

Miron Construction Co., Inc.
PH 414.308.1550 | **FX** 414.431.0933
1400 N Water St, Suite 200 | Milwaukee, WI 53202
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From: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Sent: Wednesday, July 13, 2022 3:20 PM
To: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Subject: [E] RE: Rolling Door Locks - Hoods Creek - Miron Construction

CAUTION: External Email

I don't have anything I can send for this. The main difference is that the padlock able slide locks are only operable from the coil side while these cylinder locks are operable from both sides. If a padlock able slide lock is desired I can change this and I bet there is a credit for those locks.

If you have any questions or concerns email or call anytime.

Randy Jungbluth
Project Manager
Consolidated Doors
Cell: 414-544-5100
Office: 414-453-8448

From: Sam Orcholski <Sam.Orcholski@miron-construction.com>
Sent: Wednesday, July 13, 2022 12:43 PM
To: Randy Jungbluth <rjungbluth@consolidateddoors.com>
Subject: FW: Rolling Door Locks - Hoods Creek - Miron Construction
Importance: High

Randy,

See below, could you please respond to this?

Sam Orcholski
Project Manager
sam.orcholski@miron-construction.com

Miron Construction Co., Inc.
PH 414.308.1550 | FX 414.431.0933
1400 N Water St, Suite 200 | Milwaukee, WI 53202
MIRON-CONSTRUCTION.COM



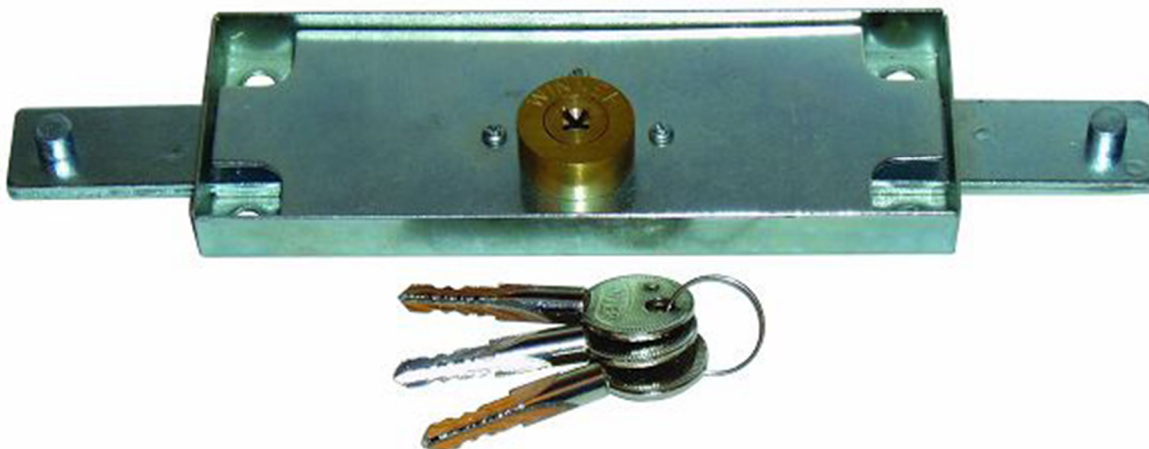
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From: Schnell, Eve <Eve.Schnell@foth.com>
Sent: Wednesday, July 13, 2022 11:06 AM
To: Sam Orcholski <Sam.Orcholski@miron-construction.com>; Don Fournier <Don.Fournier@Miron-Construction.com>
Cc: Laning, John <John.Laning@foth.com>; Hopkins, Kevin <Kevin.Hopkins@foth.com>
Subject: [E] Rolling Door Locks

CAUTION: External Email

Sam/Don –

I talked to Bob this morning and he wants more clarification on the differences in the rolling service door lock options. In the plans we had identified more of a traditional storage door lock with the sliding jamb and then a padlock. He's familiar with these. In the submittal it identifies a cylinder lock and Bob would like to see an example or picture of. Can you confirm if this is the style that is being proposed with the Schlage cylinder? If not – can you provide an image that I could get to Bob?



Thanks!

Eve

Eve Schnell, PE, PTOE

Lead Civil Engineer

PE Licensed in WI, IA, MN



Foth Infrastructure & Environment, LLC

7044 S. Ballpark Drive, Suite 200

Franklin, WI 53132

Ph: (414) 336-7900

Direct: (414) 336-7914

Cell: (414) 758-1746

www.foth.com

MEMORANDUM

DATE: Tuesday, March 28, 2023

TO: Caledonia Utility District

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



RE: Crestview Lift Station Buildings Roof Replacement Project

BACKGROUND INFORMATION

The Crestview Lift Station Buildings are located at the extension of Lone Elm Drive (at Broadleaf) on Utility District owned property. There are 3 Buildings on this site. The larger building to the West is the lift station building, the small building next to the lift station building is the generator building, and the building to the East is the former well house, which is now used for storage. When performing an assessment of the site it was noticed that the roofs on the lift station building and the generator building were old (singles missing, curled, etc) and needed to be replaced. Recently the Operators noticed that the roofs on both of these buildings were leaking.

Staff has obtained 3 quotes to replace the roofs on both the lift station building and generator building.

Quote #1 – BNW Installations Inc

With Gutters

Generator Building - \$2,446.00
Lift Station Building - \$9,788.00
Total - \$12,234.00

Without Gutters

Generator Building - \$1,846.00
Lift Station Building - \$7,788.00
Total - \$9,634.00

Quote #2 – Vesel Services Inc

With Gutters

Generator Building - \$2,285.00
Lift Station Building - \$8,954.00
Total - \$11,239.00

Without Gutters

Generator Building - \$1,595.00
Lift Station Building - \$6,234.00
Total - \$7,829.00

Quote #3 – Dick's Roof Repair Service Inc

With Gutters

Generator Building - \$2,485.00
Lift Station Building - \$8,950.00
Total - \$11,435.00

Without Gutters

Generator Building - \$1,585.00
Lift Station Building - \$6,350.00
Total - \$7,935.00

Vesel Services Inc is the lowest responsible bidder for the roof replacement project.

Due to the type and angle of the roof on both of these buildings, it has been recommended that gutters are installed on the roof to better control the runoff.

RECOMMENDATION

Move to authorize staff to execute a contract with Vesel Services Inc to replace the roofs and install gutters on the Lift Station Building and Generator Building at the Crestview Lift Station Site in the amount of \$11,239.00.

2

bnw Installations, Inc.
10811 7th Street
Sturtevant, WI 53177
(262) 859-3566

ITEM	DESCRIPTION	LABOR/MAT'L UNIT/PRICE	QTY	EXTENDED PRICE
Shingles/Sq	GAF Timberline HDZ Lifetime shingle with tear off 1 layer Golden Pledge	\$290.00	4	\$1,160.00
Felt/Sq	GAF TIGER PAW SYNTHETIC FELT	\$190.00	1	\$190.00
Metal Valley	Color Matched W VALLEY PER 10 FT. PC.	\$35.00	0	\$0.00
Drip edge	Price per 10ft piece	\$9.00	4	\$36.00
Pole	Flash pole into roof	\$120.00	1	\$120.00
Ice & Water	Weather Watch ice shield per 50' Roll along eaves 6 ft .Valleys,tin walls 3'	\$75.00	2	\$150.00
ridge-cap	Seal o ridge per bundle	\$90.00	1	\$90.00
Dumpster	Remove Tear off	\$11.00	5	\$55.00
STARTER	PRO START STARTER SHINGLES PER BUNDLE	\$45.00	1	\$45.00
Gutter	Install .032 seamless aluminum gutter with 4' downspouts	\$10.00	60	\$600.00

TOTAL	CALEDONIA PUMP HOUSE	SHED 1	\$2,446.00
	6601 LONE ELM DR	ROOF	
	RACINE 53402		

Gen. Bid.

2

bnw Installations, Inc.
10811 7th Street
Sturtevant, WI 53177
(262) 859-3566

ITEM	DESCRIPTION	LABOR/MAT'L UNIT/PRICE	QTY	EXTENDED PRICE
Shingles/Sq	GAF Timberline HDZ Lifetime shingle with tear off 1 layer Golden Pledge	\$290.00	18	\$5,220.00
Felt/Sq	GAF TIGER PAW SYNTHETIC FELT	\$190.00	2	\$380.00
Metal Valley	Color Matched W VALLEY PER 10 FT. PC.	\$35.00	1	\$35.00
vents	Install new roof vents	\$25.00	2	\$50.00
Metal	Install new metal flashing at pitch transition	\$5.00	135	\$675.00
Ice & Water	Weather Watch ice shield per 50' Roll along eaves 6 ft .Valleys,tin walls 3'	\$75.00	5	\$375.00
ridge-cap	Seal o ridge per bundle	\$90.00	8	\$720.00
Dumpster	Remove Tear off	\$11.00	18	\$198.00
STARTER	PRO START STARTER SHINGLES PER BUNDLE	\$45.00	3	\$135.00
Gutter	Install .032 seamless aluminum gutter with 4' downspouts	\$10.00	200	\$2,000.00

TOTAL	CALEDONIA PUMP HOUSE	SHED 2	\$9,788.00
	6601 LONE ELM DR	ROOF	
	RACINE 53402		

Lift Station

Total w/o Gutters 9,634.00
w/Gutters - 12,234.00



Vesel Services LLC
215 27th Street, Caledonia, Wisconsin 53108 United States
(262) 412-0440

BILL TO

Village of Caledonia Utility District
6601 Lone Elm Drive
Racine, WI 53402 USA

ESTIMATE
12243085

ESTIMATE DATE
Mar 16, 2023

JOB ADDRESS

Village of Caledonia Utility District
6601 Lone Elm Drive
Racine, WI 53402 USA

Job: 11889542

TASK	DESCRIPTION	QTY	PRICE	TOTAL
IKO Cambridge 06 Garage	Scope of Work: Roofing your GARAGE Dumpster will be provided and placed in driveway Secure all necessary permits During tear-off, tarps and plywood will be used, as needed, to protect the siding, plants, and landscaping. We do take a lot of precautions and care in doing this but please understand that there is a chance of debris going outside this area. Inspect all decking and remove/replace any deteriorated wood decking at a rate of \$13 per linear feet of roof boards and \$109 per sheet of 1/2" OSB Ice and water barrier will be installed under all valley metal Ice and water shield 3ft on 12" overhangs, 6ft on 18"-24" overhangs Furnish and install synthetic underlayment. Furnish and install new D-style metal edging on all gable ends Furnish and install new IKO CAMBRIDGE shingles CHOOSE COLOR Final Inspection walk through *20 year warranty	1.00	\$6,234.00	\$6,234.00
IKO Cambridge 06 Garage	Scope of Work: Roofing your GARAGE Dumpster will be provided and placed in driveway Secure all necessary permits During tear-off, tarps and plywood will be used, as needed, to protect the siding, plants, and landscaping. We do take a lot of precautions and care in doing this but please understand that there is a chance of debris going outside this area. Inspect all decking and remove/replace any deteriorated wood	1.00	\$1,595.00	\$1,595.00

decking at a rate of \$13 per linear feet of roof boards and \$109 per sheet of 1/2" OSB
Furnish and install synthetic underlayment.

*This is for small shed
*20 year warranty

Furnish and install new **IKO CAMBRIDGE** shingles
CHOOSE COLOR
Final Inspection walk through

Gutter and Down spouts	Remove the existing gutters and down spouts. Gutter apron will not be replace unless we are installing a new roof. Install new aluminum seamless 5" gutters. Heavy duty gutter hangers will be installed no more then 18" apart. Caulk all corners and ends. Install new aluminum 3x4" down spouts. Down spouts will be in same location as existing unless otherwise specified. Clean up and haul away all debris	1.00	\$2,720.00	\$2,720.00
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*This is for bigger of 2 buildings. We will install 2 new downspouts pitched correctly to drain water

Gutter and Down spouts	Remove the existing gutters and down spouts. Gutter apron will not be replace unless we are installing a new roof. Install new aluminum seamless 5" gutters. Heavy duty gutter hangers will be installed no more then 18" apart. Caulk all corners and ends. Install new aluminum 3x4" down spouts. Down spouts will be in same location as existing unless otherwise specified. Clean up and haul away all debris	1.00	\$690.00	\$690.00
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This is smaller of 2 buildings. We will install 2 downspouts one on each side of the shed.

Total w/o Gutters - 7,829.00

w/6 Gutters - 11,239.00	POTENTIAL SAVINGS	\$0.00
	SUB-TOTAL	\$11,239.00
	TOTAL	\$11,239.00

Thank you for choosing Vesel Services LLC

CUSTOMER AUTHORIZATION

The summary above is furnished by Vesel Services LLC as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Terms & Conditions
Vesel Services, LLC



Dick's Roof Repair Service, Inc.

3008-75th Street - Kenosha, Wisconsin 53142

Telephone: Kenosha 654-6644 Racine 639-7864

www.dicksroofing.com

Serving Kenosha & Racine since 1957

~ Fully Insured ~

WE ACCEPT



3% Service Fee Applies

Date: 3/6/2023

Name: Caledonia Utility

Address: 6601 Lone Elm Dr

Phone: 262-681-3900 Bob Lui

Email: blui@caledoniawutility.com

ROOF ESTIMATE

- Remove existing layer of shingles and gutters from larger utility building on right.
- Install new aluminum gutter apron.
- Apply ice & water shield to all eaves and in valleys.
- Apply synthetic felt to remainder of roof deck.
- Remove existing roof vents and install new 550 aluminum vents.
- Install Owens Corning Limited Lifetime Oakridge shingles.
- Install Owens Corning Supreme 3-tab Hip & Ridge caps.
- Install 5" seamless aluminum gutters and 3"x4" downspouts.
- Caulk where needed.
- Dispose of all debris.

Labor & Material:

\$6350.00 Roof

\$2600.00 Gutters

***10 year Workmanship Warranty – Excludes Ice and/or snow damage.**

***Limited Lifetime Shingles – Warranty is given by shingle manufacturer and is pro-rated.**

***Time & Material will be charged for any rotten wood that needs to be replaced.**

\$95 per sheet of plywood & \$9 per foot for boards.

Estimate Good for 30 Days

Signed By: Rick Milkie

Payments to be made as follows: DUE UPON COMPLETION

1 ½ % INTEREST CHARGED ON ACCOUNTS OVER 30 DAYS – 3% FEE ADDED FOR CREDIT CARD PAYMENTS

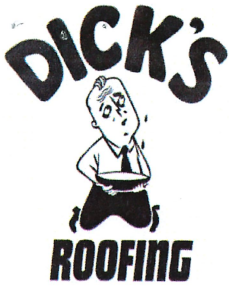
RIGHT TO CANCEL: YOU HAVE 72 HOURS TO CANCEL THIS CONTRACT UNDER WISCONSIN STATE LAW

Acceptance of Proposal — The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



Dick's Roof Repair Service, Inc.

3008-75th Street - Kenosha, Wisconsin 53142
Telephone: Kenosha 654-6644 Racine 639-7864

www.dicksroofing.com

Serving Kenosha & Racine since 1957
~ Fully Insured ~

WE ACCEPT



3% Service Fee Applies

Date: 3/6/2023

Name: Caledonia Utility
Address: 6601 Lone Elm Dr
Phone: 262-681-3900
Email: blui@caledoniawitility.com

ROOF ESTIMATE

- Remove existing layer of shingles from small garage.
- Install new drip edge and gutter apron.
- Apply synthetic felt to remainder of roof deck
- Install Owens Corning Limited Lifetime Oakridge shingles.
- Install Owens Corning Supreme 3-tab Hip & Ridge caps.
- Install new 5" seamless aluminum gutters and 3"x4" downspouts.
- Caulk where needed.
- Dispose of all debris.

Labor & Material:

\$1585.00 Roof

\$900.00 Gutters

***10 year Workmanship Warranty – Excludes Ice and/or snow damage.**

***Limited Lifetime Shingles – Warranty is given by shingle manufacturer and is pro-rated.**

***Time & Material will be charged for any rotten wood that needs to be replaced.**

\$95 per sheet of plywood & \$9 per foot for boards.

Total w/o Gutters
7,935.00
w/Gutters
11,435.00

Estimate Good for 30 Days

Signed By: Rick Milkie

Payments to be made as follows: DUE UPON COMPLETION

1 ½ % INTEREST CHARGED ON ACCOUNTS OVER 30 DAYS – 3% FEE ADDED FOR CREDIT CARD PAYMENTS

RIGHT TO CANCEL: YOU HAVE 72 HOURS TO CANCEL THIS CONTRACT UNDER WISCONSIN STATE LAW

Acceptance of Proposal — The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

MEMORANDUM

DATE: Wednesday, March 29, 2023

TO: Caledonia Utility District

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



RE: 6 Mile Road/Michna Road & 5 Mile Road/Highway 32 Pressure
Reducing Valve Maintenance Project

BACKGROUND INFORMATION

The Caledonia Water Utility District has several Pressure Reducing Valves (PRV's) within its service area. These valves need to be inspected/serviced/calibrated every 3 to 5 years. The most recent inspection (March 2023) of the PRV's was completed. There were 2 PRV's within the water distribution system that require immediate attention. These are the PRV's located at 6 Mile Road/Michna Road & 5 Mile Road/Highway 32. These PRV's are necessary to reduce the pressure from the Oak Creek Pressure Zone of approximately 820 to the Crestview area of 770. If these PRV's were removed, the Crestview area would exceed DNR maximum pressures for services and would overflow the existing elevated storage tank on Indian Trail (which currently is only used in the warmer months for emergencies).

Dorner Company performed the inspections on the PRV's and has been asked to provide a quote for the maintenance of them. The PRV at 6 Mile Road/Michna Road requires the 3" Claval to have a complete main valve rebuild and a new pilot assembly. The 8" Claval requires a new pilot assembly and replace the position indicator. The cost for the work on this PRV is \$9,446.00. The PRV at 5 Mile Road/Highway 32 requires both the 3" Claval and the 8" Claval to have new pilot assemblies. The cost for the work on this PRV is \$7,780.00. Overall, the repair of the 2 PRV's is \$17,226.00.

RECOMMENDATION

Move to authorize staff to execute a contract with Dorner to maintain the Pressure Reducing Valves at 6 Mile Road/Michna Road and 5 Mile Road/Highway 32 in the amount of \$17,226.00.

DORNER QUOTATION

To: Caledonia
Attn: Bob Lui
Ref: 6 Mile Road and Michna Road - Claval Valves
5 Mile Road and Hwy 32 - Claval Valves

Date: 3/20/2023
Proposal No. Q644clca1
Page: one of one

FOB: Pre-Pay & Add
Terms: N30
Delivery: 5-7 Weeks

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

Phone No: (920) 595-1109

Sales Contact: Doug Sprangers

Prepared By: Doug Sprangers

Item	Quan.	Description	Unit Price	Total
		6 Mile Road and Michna Station		
1	1	Repair of 3" Claval 92-01BC consisting of a complete main valve rebuild assembly along with a complete new pilot assembly with SS fittings and black Poly tubing.	\$ 4,376	\$ 4,376
2	1	Repair of 8" Claval 92-01BC consisting of a complete new pilot assembly with SS fittings and black Poly tubing. Main valve was rebuild in 2017 and is still operating correctly. Repalce X101 position indicator.	\$ 3,320	\$ 3,320
		5 Mile Road and Hwy 32 Station		
3	1	Repair of 3" Claval 92-01BC consisting of a complete new pilot assembly with SS fittings and black Poly tubing.	\$ 3,015	\$ 3,015
4	1	Repair of 8" Claval 92-01BC consisting of a complete new pilot assembly with SS fittings and black Poly tubing.	\$ 3,015	\$ 3,015
5	2	(1) Dorner Service technicain 2 full days for above repairs and field testing once complete. Caledonia to provide top man to assist.	\$ 1,750	\$ 3,500
		Total		\$ 17,226

Notes: Prices quoted are FOB Factory with freight pre-pay & add. Quote valid for 30 days. Any applicable taxes are not included in the above pricing. Delivery times are estimated and are not guaranteed.

Bob Lui

From: Doug Sprangers <DSprangers@dornerco.com>
Sent: Monday, March 20, 2023 6:59 AM
To: Bob Lui
Subject: RE: Six Mile and Michna Road CLAVAL Repair Quote
Attachments: Q644clca1.pdf

Bob,

The only station that would need immediate work in 6 mile and Michna. I added new pilot systems for both the valves on 5 mile and Hwy 32, as Dom indicated both pilot systems have issues, and recommended replacing both the CRL's and CRD's in each. It is more cost effective to replace the whole pilot system than to replace these 2 valves.

On the other stations, Dom recommended the pilot systems be replaced in the future. If this is something you want for budget purposes I can put together a quote for you.

Regards,

Doug Sprangers | Sales Engineer
c: 920-595-1109 | Office: 262-932-2106 | dsprangers@dornerco.com

Shipping: N61W23043 Silver Spring Dr. | Mailing: P.O. Box 189
Sussex, WI 53089-0189



From: Doug Sprangers <DSprangers@dornerco.com>
Sent: Wednesday, March 15, 2023 3:34 PM
To: Bob Lui <Blui@caledonia-wi.gov>
Subject: RE: Six Mile and Michna Road CLAVAL Repair Quote

Bob,

I thought so, but I was mistaken. That quote is just for Six Mile & Michna Road Station. Dom has been traveling and is behind on his reporting. Hopefully we will have everything by Monday.

Regards,

Doug Sprangers | Sales Engineer
c: 920-595-1109 | Office: 262-932-2106 | dsprangers@dornerco.com

Shipping: N61W23043 Silver Spring Dr. | Mailing: P.O. Box 189
Sussex, WI 53089-0189



From: Bob Lui <Blui@caledonia-wi.gov>
Sent: Wednesday, March 15, 2023 7:54 AM
To: Doug Sprangers <DSprangers@dornerco.com>
Subject: RE: Six Mile and Michna Road CLAVAL Repair Quote.

Doug does this address all the issues that Dom noticed at all the sites visited a couple weeks ago?

Thanks,

Bob

From: Doug Sprangers <DSprangers@dornerco.com>
Sent: Wednesday, March 15, 2023 7:20 AM
To: Utility- Bob Lui <blui@caledoniawitility.com>
Subject: Six Mile and Michna Road CLAVAL Repair Quote

Good morning Bob,

Dominik, our service tech that came out last week and did the pilot service, advised that the valve sat the Six Mile and Michna Road station needed more work done.

The 3" valve did not operate, he advised main valve complete rebuild kit along with rebuilding both the CRL and CRD in the pilot system. On the 8" valve, he advised rebuilding the CRL and CRD in the pilot system, and indicated there are other items in the pilot system that are rusty and should be replaced.

Rather than quote rebuilds, I quoted you complete new pilot systems with SS fittings and black Poly tubing. The benefit here is they will not rust going forward, and are must easier to work on. We could attempt to rebuild the CRL's and CRD's, but the problem we run into is we do not know the condition of the insides. If its anything beyond the soft parts (gaskets, o-rings, seats), we end up having to replace the valve. If we end up having to replace the valves, the cost catches up to the complete new pilot system quickly. Note, we rebuilt the CRL's and CRD's on both systems in 2017.

Attached is a quotation for the work described above. Please advise if you any questions.

Regards,

Doug Sprangers | Sales Engineer
c: 920-595-1109 | Office: 262-932-2106 | dsprangers@dornerco.com

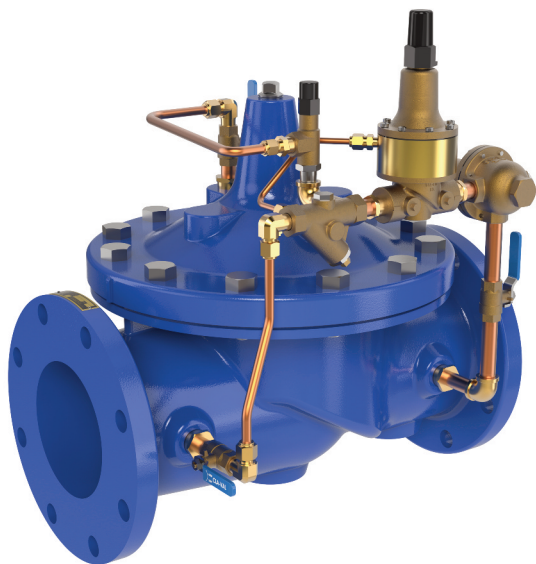
Shipping: N61W23043 Silver Spring Dr. | Mailing: P.O. Box 189
Sussex, WI 53089-0189





— MODEL — **92-01**

Combination Pressure Reducing & Pressure Sustaining Valve



- **Accurate Response to Slight Pressure Changes**
- **Check Feature Available**
- **Completely Automatic Operation**
- **Drip-Tight, Positive Seating Action**
- **Operation is Fully Hydraulic**

The Cla-Val Model 92-01 Combination Pressure Reducing and Pressure Sustaining Valve automatically performs two independent functions. It maintains a constant downstream pressure, regardless of fluctuating demand and sustains the upstream pressure to a pre-determined minimum.

The pressure reducing control responds to slight variations in downstream pressure and immediately repositions the main valve to maintain the desired downstream pressure. The pressure sustaining control is normally held open by the upstream pressure, but modulates should the pressure drop to the control set point. This, in turn, modulates the main valve to sustain the desired upstream pressure.

If a check feature is added, and a pressure reversal occurs, the downstream pressure is admitted into the main valve cover chamber and the valve closes to prevent return flow.

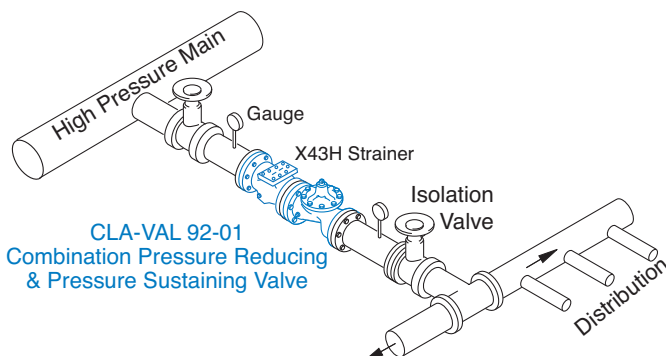
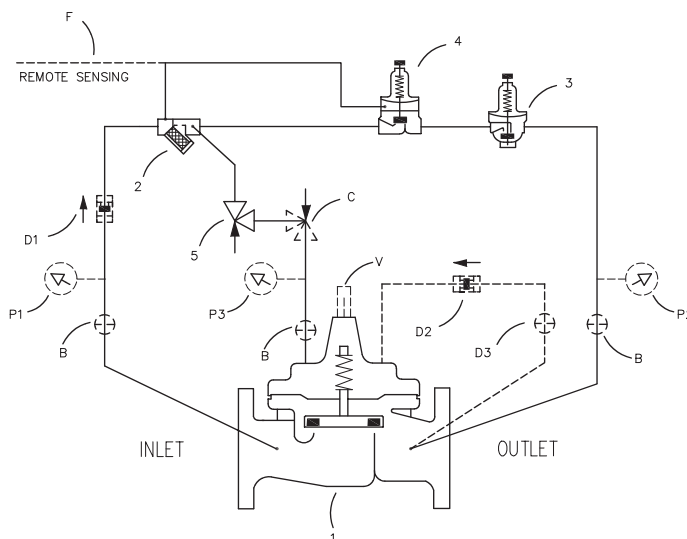
Schematic Diagram

Item	Description
1	100-01 Hytrol Main Valve
2	X44A Strainer & Orifice
3	CRD Pressure Reducing Control
4	CRL-60 Pressure Relief Control
5	CV Flow Control (Opening)

Optional Features

Item	Description
B	CK2 Isolation Valve
C	CV Flow Control (Closing)*
D	Check Valves With Isolation Valve
F	Remote Pilot Sensing
P	X141 Pressure Gauge
V	X101 Valve Position Indicator

* The (optional) closing speed control on this valve should always be open at least three (3) turns off its seat.



Typical Applications

A Combination Pressure Reducing and Pressure Sustaining Valve is typically used to automatically reduce pressure for the downstream distribution network and sustain a minimum pressure in the high pressure main regardless of distribution demand.

Model 92-01 (Uses 100-01 Hytrol Main Valve)

Pressure Ratings (Recommended Maximum Pressure - psi)

Valve Body & Cover		Pressure Class				
		Flanged			Grooved	Threaded
Grade	Material	ANSI Standards*	150 Class	300 Class	300 Class	End† Details
ASTM A536	Ductile Iron	B16.42	250	400	400	400
ASTM A216-WCB	Cast Steel	B16.5	285	400	400	400
UNS 87850	Bronze	B16.24	225	400	400	400

Note: * ANSI standards are for flange dimensions only.
 Flanged valves are available faced but not drilled.
 † End Details machined to ANSI B2.1 specifications.
Valves for higher pressure are available; consult factory for details

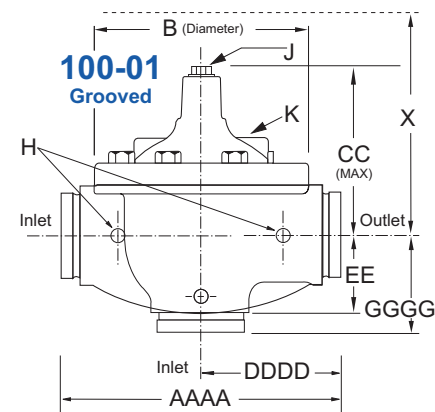
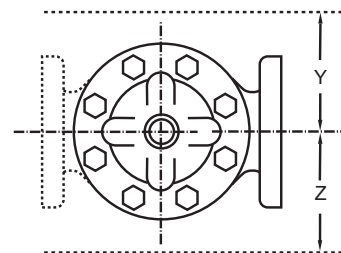
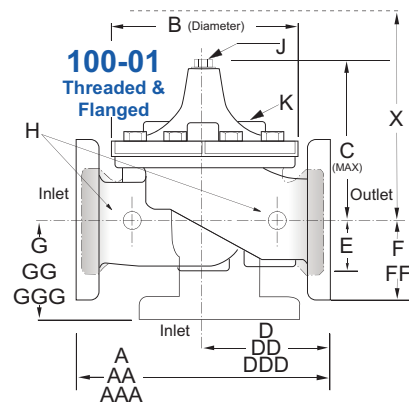
Materials

Component	Standard Material Combinations		
Body & Cover	Ductile Iron	Cast Steel	Bronze
Available Sizes	1" - 36" 25 - 900mm	1" - 16" 25 - 400mm	1" - 16" 25 - 400mm
Disc Retainer & Diaphragm Washer	Cast Iron	Cast Steel	Bronze
Trim: Disc Guide, Seat & Cover Bearing	Bronze is Standard Stainless Steel is Optional		
Disc	Buna-N® Rubber		
Diaphragm	Nylon Reinforced Buna-N® Rubber		
Stem, Nut & Spring	Stainless Steel		

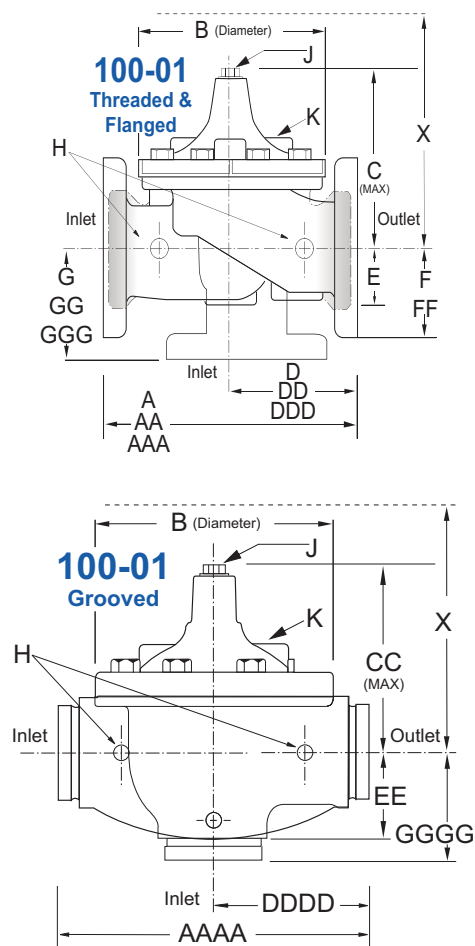
For material options not listed, consult factory.
 Cla-Val manufactures valves in more than 50 different alloys.

Model 92-01 Dimensions (In Inches)

Valve Size (Inches)	1	1 1/4	1 1/2	2	2 1/2	3	4	6	8	10	12	14	16	18	20	24	30	36
A Threaded	7.25	7.25	7.25	9.38	11.00	12.50	—	—	—	—	—	—	—	—	—	—	—	—
AA 150 ANSI	—	—	8.50	9.38	11.00	12.00	15.00	20.00	25.38	29.75	34.00	39.00	41.38	46.00	52.00	61.50	63.00	72.75
AAA 300 ANSI	—	—	9.00	10.00	11.62	13.25	15.62	21.00	26.38	31.12	35.50	40.50	43.50	47.64	53.62	63.24	64.50	74.75
AAAA Grooved End	—	—	8.50	9.00	11.00	12.50	15.00	20.00	25.38	—	—	—	—	—	—	—	—	—
B Diameter	5.62	5.62	5.62	6.62	8.00	9.12	11.50	15.75	20.00	23.62	28.00	32.75	35.50	41.50	45.00	53.16	56.00	66.00
C Maximum	5.50	5.50	5.50	6.50	7.56	8.19	10.62	13.38	16.00	17.12	20.88	24.19	25.00	39.06	41.90	43.93	54.60	59.00
CC Maximum Grooved End	—	—	4.75	5.75	6.88	7.25	9.31	12.12	14.62	—	—	—	—	—	—	—	—	—
D Threaded	3.25	3.25	3.25	4.75	5.50	6.25	—	—	—	—	—	—	—	—	—	—	—	—
DD 150 ANSI	—	—	4.00	4.75	5.50	6.00	7.50	10.00	12.69	14.88	17.00	19.50	20.81	—	—	30.75	—	—
DDD 300 ANSI	—	—	4.25	5.00	5.88	6.38	7.88	10.50	13.25	15.56	17.75	20.25	21.62	—	—	31.62	—	—
DDDD Grooved End	—	—	—	4.75	—	6.00	7.50	—	—	—	—	—	—	—	—	—	—	—
E	1.12	1.12	1.12	1.50	1.69	2.06	3.19	4.31	5.31	9.25	10.75	12.62	15.50	12.95	15.00	17.75	21.31	24.56
EE Grooved End	—	—	2.00	2.50	2.88	3.12	4.25	6.00	7.56	—	—	—	—	—	—	—	—	—
F 150 ANSI	—	—	2.50	3.00	3.50	3.75	4.50	5.50	6.75	8.00	9.50	10.50	11.75	15.00	16.50	19.25	22.50	28.50
FF 300 ANSI	—	—	3.06	3.25	3.75	4.13	5.00	6.25	7.50	8.75	10.25	11.50	12.75	15.00	16.50	19.25	24.00	30.00
G Threaded	1.88	1.88	1.88	3.25	4.00	4.50	—	—	—	—	—	—	—	—	—	—	—	—
GG 150 ANSI	—	—	4.00	3.25	4.00	4.00	5.00	6.00	8.00	8.62	13.75	14.88	15.69	—	—	22.06	—	—
GGG 300 ANSI	—	—	4.25	3.50	4.31	4.38	5.31	6.50	8.50	9.31	14.50	15.62	16.50	—	—	22.90	—	—
GGGG Grooved End	—	—	—	3.25	—	4.25	5.00	—	—	—	—	—	—	—	—	—	—	—
H NPT Body Tapping	0.375	0.375	0.375	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
J NPT Cover Center Plug	0.25	0.25	0.25	0.50	0.50	0.50	0.75	0.75	1.00	1.00	1.25	1.50	2.00	1.00	1.00	1.00	2.00	2.00
K NPT Cover Tapping	0.375	0.375	0.375	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
Stem Travel	0.40	0.40	0.40	0.60	0.70	0.80	1.10	1.70	2.30	2.80	3.40	4.00	4.50	5.10	5.63	6.75	7.50	8.50
Approx. Ship Weight (lbs)	15	15	15	35	50	70	140	285	500	780	1165	1600	2265	2982	3900	6200	7703	11720
Approx. X Pilot System	11	11	11	13	14	15	17	29	31	33	36	40	40	43	47	68	79	85
Approx. Y Pilot System	9	9	9	9	10	11	12	20	22	24	26	29	30	32	34	39	40	45
Approx. Z Pilot System	9	9	9	9	10	11	12	20	22	24	26	29	30	32	34	39	42	47



Model 92-01 Metric Dimensions (Uses the 100-01 Hytrol Main Valve)



Valve Options

X141
Pressure
Gauge



X101AR Valve
Position Indicator
with Air Release



X101
Valve Position
Indicator



X144 e-FlowMeter



X43H
Strainer



Stainless
Steel Pilot



92-01 Dimensions (In mm)

Valve Size (mm)	25	32	40	50	65	80	100	150	200	250	300	350	400	450	500	600	750	900
A Threaded	184	184	184	238	279	318	—	—	—	—	—	—	—	—	—	—	—	—
AA 150 ANSI	—	—	216	238	279	305	381	508	645	756	864	991	1051	1168	1321	1562	1600	1848
AAA 300 ANSI	—	—	229	254	295	337	397	533	670	790	902	1029	1105	1210	1326	1606	1638	1899
AAAA Grooved End	—	—	216	228	279	318	381	508	645	—	—	—	—	—	—	—	—	—
B Diameter	143	143	143	168	203	232	292	400	508	600	711	832	902	1054	1143	1350	1422	1676
C Maximum	140	140	140	165	192	208	270	340	406	435	530	614	635	992	1064	1116	1387	1499
CC Maximum Grooved End	—	—	120	146	175	184	236	308	371	—	—	—	—	—	—	—	—	—
D Threaded	83	83	83	121	140	159	—	—	—	—	—	—	—	—	—	—	—	—
DD 150 ANSI	—	—	102	121	140	152	191	254	322	378	432	495	528	—	—	781	—	—
DDD 300 ANSI	—	—	108	127	149	162	200	267	337	395	451	514	549	—	—	803	—	—
DDDD Grooved End	—	—	—	121	—	152	191	—	—	—	—	—	—	—	—	—	—	—
E	29	29	29	38	43	52	81	110	135	235	273	321	394	329	381	451	541	624
EE Grooved End	—	—	52	64	73	79	108	152	192	—	—	—	—	—	—	—	—	—
F 150 ANSI	—	—	64	76	89	95	114	140	171	203	241	267	298	381	419	489	572	724
FF 300 ANSI	—	—	78	83	95	105	127	159	191	222	260	292	324	381	419	489	610	762
G Threaded	48	48	48	83	102	114	—	—	—	—	—	—	—	—	—	—	—	—
GG 150 ANSI	—	—	102	83	102	102	127	152	203	219	349	378	399	—	—	560	—	—
GGG 300 ANSI	—	—	102	89	110	111	135	165	216	236	368	397	419	—	—	582	—	—
GGGG Grooved End	—	—	—	83	—	108	127	—	—	—	—	—	—	—	—	—	—	—
H NPT Body Tapping	0.375	0.375	0.375	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
J NPT Cover Center Plug	0.25	0.25	0.25	0.50	0.50	0.50	0.75	0.75	1.00	1.00	1.25	1.50	2.00	1.00	1.00	1.00	2.00	2.00
K NPT Cover Tapping	0.375	0.375	0.375	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
Stem Travel	10	10	10	15	18	20	28	43	58	71	86	102	114	130	143	171	190	216
Approx. Ship Weight (kgs)	7	7	7	16	23	32	64	129	227	354	528	726	1027	1353	1769	2812	3494	5316
Approx. X Pilot System	280	280	280	331	356	381	432	737	788	839	915	1016	1016	1093	1194	1728	2007	2159
Approx. Y Pilot System	229	229	229	229	254	280	305	508	559	610	661	737	762	813	864	991	1016	1143
Approx. Z Pilot System	229	229	229	229	254	280	305	508	559	610	661	737	762	813	864	991	1067	1194

92-01 Valve Selection	100-01 Pattern: Globe (G), Angle (A), End Connections: Threaded (T), Grooved (GR), Flanged (F) Indicate Available Sizes																		
	Inches	1	1¼	1½	2	2½	3	4	6	8	10	12	14	16	18	20	24	30	36
	mm	25	32	40	50	65	80	100	150	200	250	300	350	400	450	500	600	750	900
Main Valve 100-01	Pattern	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G	G	G, A	G	G
	End Detail	T	T	T, F, Gr*	T, F, Gr	T, F, Gr*	T, F, Gr	F, Gr	F, Gr*	F, Gr*	F	F	F	F	F	F	F	F	F
Suggested Flow (gpm)	Maximum	55	93	125	210	300	460	800	1800	3100	4900	7000	8400	11000	14000	17000	25000	42000	50000
	Maximum Intermittent	68	120	160	260	370	580	990	2250	3900	6150	8720	10540	13700	17500	21700	31300	48000	62500
	Minimum	1	1	1	1	2	2	4	10	15	35	50	70	95	120	150	275	450	650
Suggested Flow (Liters/Sec)	Maximum	3.5	6	8	13	19	29	50	113	195	309	442	530	694	883	1073	1577	2650	3150
	Maximum Intermittent	4.3	7.6	10	16	23	37	62	142	246	387	549	664	863	1104	1369	1972	3028	3940
	Minimum	.03	.03	.03	.06	.09	0.13	0.25	0.63	0.95	2.2	3.2	4.4	6.0	7.6	9.5	17.4	28.4	41.0
100-01 Series is the full internal port Hytrol. For Lower Flows Consult Factory *Globe Grooved Only																			

*Globe Grooved Only

Many factors should be considered in sizing pressure reducing valves including inlet pressure, outlet pressure and flow rates.
For sizing questions or cavitation analysis, consult Cla-Val with system details.

CRD Pressure Reducing Pilot Control



The CRD Pilot is held open by the force of the compression spring above the diaphragm, and closes when the downstream pressure acting on the underside of the diaphragm exceeds the spring setting. The CRD senses downstream pressure directly.

Flow through the control responds to changes in downstream pressure. Turning the adjusting screw clockwise increases the delivery pressure. Turning it counterclockwise decreases the pressure. A resilient disc assures tight shut-off on dead-end service.

See the E-CRD E-Sheet for more details.

CRL-60 Pressure Relief Pilot Control



The Model CRL-60 is normally held closed by the force of the compression spring above the diaphragm. Control pressure is applied under the diaphragm. When the controlling pressure exceeds the spring setting, the disc is lifted off its seat, permitting flow through the control. When control pressure drops below the spring setting, the spring forces the control back to its normally closed position. The controlling pressure is applied to the chamber beneath the diaphragm through a sensing port on the CRL-60 body.

See the E-CRL-60 E-Sheet for more details.

Pilot System Specifications

Adjustment Ranges

CRD	CRL-60
2 to 30 psi	0 to 75 psi
15 to 75 psi	20 to 105 psi*
20 to 105 psi	20 to 200 psi
30 to 300 psi*	100 to 300 psi

*Supplied unless otherwise specified
Other ranges available, please consult factory.

Temperature Range

Water: to 180°F

Materials

Standard Pilot System Materials

Pilot Control: Low Lead Bronze
Trim: Brass & Stainless Steel Type 303
Rubber: Buna-N® Synthetic Rubber

Optional Pilot System Materials

Pilot Systems are available with optional Stainless Steel or Monel materials.

Note: Available with remote sensing control.

When Ordering, Specify:

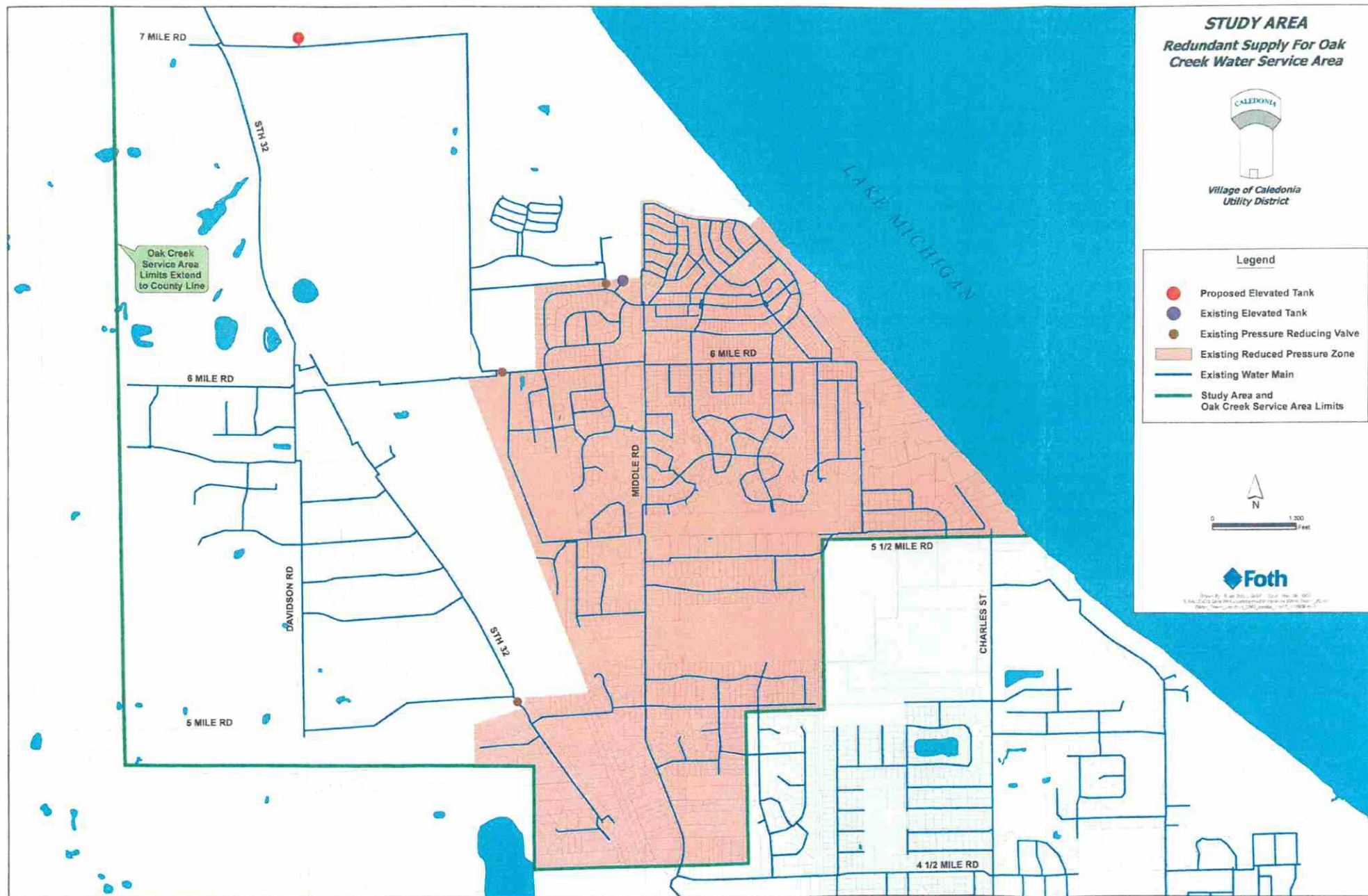
1. Catalog No. 92-01
2. Valve Size
3. Pattern - Globe or Angle
4. Pressure Class
5. Threaded or Flanged
6. Trim Material
7. Adjustment Range
8. Desired Options
9. When Vertically Installed

Legend

-  Proposed Elevated Tank
-  Existing Elevated Tank
-  Existing Pressure Reducing Valve
-  Existing Reduced Pressure Zone
-  Existing Water Main
-  Study Area and Oak Creek Service Area Limits



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RESOLUTION NO. 2023-24

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AUTHORIZING THE VILLAGE TO ENTER INTO A SETTLEMENT AGREEMENT
IN RACINE COUNTY CASE NO. 2022-CV-520, MARK GRACYALNY, FOUR MILE
ROAD, LLC, MARK AND DEBRA HAMMOND, THOMAS MICHELS AND SHIRLEY
MOZEJEWSKI V. VILLAGE OF CALEDONIA AND CALEDONIA SEWER AND
WATER UTILITY DISTRICT**

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

WHEREAS, per Village Board Resolution No. 2021-56, the Village of Caledonia imposed special assessments upon certain real property in the Village of Caledonia for watermain and sewer improvements along Four Mile Road in the Village as further set forth in such resolution;

WHEREAS, certain real property owners, those being Mark Gracyalny, Four Mile Road, LLC, Mark and Debra Hammond, Thomas Michels and Shirley Mozejewski contested the imposition of the special assessments imposed upon their real property by filing a lawsuit in Racine County Circuit Court Case No. 2022-CV-520 against the Village of Caledonia and the Caledonia Sewer and Water Utility District ("Lawsuit");

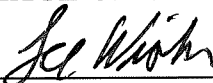
WHEREAS, after review and discussion with Special Legal Counsel, the parties have re-negotiated a resolution of the lawsuit per the Settlement Agreement in Racine County Case No. 2022-CV-520 attached hereto as **Exhibit A** and incorporated herein (the "Settlement Agreement");

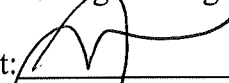
NOW, THEREFORE, BE IT RESOLVED THAT the Settlement Agreement attached hereto as **Exhibit A** and incorporated herein, is hereby approved and the President and Clerk are authorized and directed to execute said Settlement Agreement on behalf of the Village.

BE IT FURTHER RESOLVED THAT all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of and abiding by said Settlement Agreement.

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

VILLAGE OF CALEDONIA

By: 
Lee Wishau
Village Acting President

Attest: 
Joslyn Hoeffert
Village Clerk

SETTLEMENT AGREEMENT
RACINE COUNTY CASE NO. 2022-CV-520

The parties to this Settlement Agreement are all the parties to the referenced case, pending in the Circuit Court of Racine County. The parties have agreed to settle and resolve all issues specified in the referenced case, on the provisions listed below, with the referenced case to be dismissed on its merits, without costs or fees to either party, with all cost deposits to be returned to Appellants.

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

2. No Appellant shall be required to connect their Property to either the sewer or water systems of Respondents unless:

- (a) The parcel, upon which the Building is located, is rezoned or a conditional use permit is granted;
- (b) The parcel, upon which the Building is located, is divided pursuant to Title 14 of the Code of Ordinances for the Village of Caledonia;
- (c) A well serving the existing Building fails (a pump failure is not considered a well failure) or must be abandoned; or
- (d) The private onsite wastewater treatment system serving the Property needs to be replaced or if a change in use requires modification or abandonment, or if the system fails.

3. No Appellant may connect the Property to either the sewer and water systems of Respondents, except upon compliance with the following:

a. Connection of any Appellant's Property to the water system of Respondents, may be made in 2022 or any year thereafter. Should any Appellant seek to make such a connection in 2022 and before 2041, payment shall be made pursuant to Resolution 2021-56, Amended Special Assessment Report pages 10-11, paragraph 14, in addition to any applicable impact or connection fees:

- Mark Gracyalny \$21,977.15
- Mark and Debra Hammond \$6,973.56
- Thomas Michels \$6,973.56
- Shirley Mozejewski \$6,973.56
- Four Mile Road, LLC \$6,973.56

b. Connection of any Appellant's Property to the sewer system of Respondents, may be made in 2022 or any year thereafter. Should any Appellant seek to make such a connection in 2022 and before 2041, payment shall be made pursuant to Resolution 2021-56, Amended Special Assessment Report pages 27-28, paragraph 14, in addition to any applicable connection fees:

- Mark Gracyalny \$66,106.35
- Mark and Debra Hammond \$9,945.74
- Thomas Michels \$9,945.74
- Shirley Mozejewski \$9,945.74
- Four Mile Road, LLC \$9,945.74

c. Connection of any Appellants' Property to either the water or sewer systems in 2041 or thereafter will require payment in full of the amount set forth above.

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

4. Upon execution of this Settlement Agreement by all parties, the referenced case shall be dismissed on its merits, with all cost deposits to be returned to Appellants, by Stipulation of the parties and Order of the Court.

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

This Settlement Agreement shall become effective when signed by Appellants and by authorized representatives of Respondents. It may be recorded in the office of the Register of Deeds for Racine County.

[Signature Pages to Follow]

Dated:

JAN 13, 2023

Mark Gracyalny
Mark Gracyalny

Dated: _____

Mark Hammond

Dated: _____

Debra Hammond

Dated: _____

Thomas Michels

Dated: _____

Shirley Mozejewski

Four Mile Road, LLC

Dated: _____

By: _____

Its: _____

Village of Caledonia

Dated: _____

By: Lee Walsh

Its: LEE WALSH
ACTING VILLAGE PRESIDENT

Caledonia Sewer and Water Utility District

Dated: _____

By: _____

Its: _____

Dated: _____

Mark Gracyalny

Dated: 1/12/2023

Mark Hammond

Dated: 1/12/2023

Debra Hammond

Dated: _____

Thomas Michels

Dated: _____

Shirley Mozejewski

Four Mile Road, LLC

Dated: _____

By: _____
Its: _____

Village of Caledonia

Dated: _____

By: LEE WISHAY
Its: ACTING VILLAGE PRESIDENT

Caledonia Sewer and Water Utility District

Dated: _____

By: _____
Its: _____

Dated: _____

Mark Gracyalny

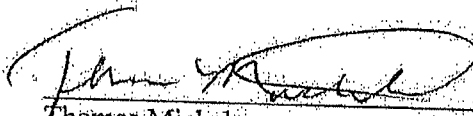
Dated: _____

Mark Hammond

Dated: _____

Debra Hammond

Dated: 1-10-2023


Thomas Michels

Dated: _____

Shirley Mozejewski


Four Mile Road, LLC

Dated: _____

By: _____
Its: _____

Village of Caledonia

Dated: _____


By: LEE WALSH
Its: ACTING VILLAGE PRESIDENT

Caledonia Sewer and Water Utility District

Dated: _____

By: _____
Its: _____

Dated: _____

Mark Gracyalny

Dated: _____

Mark Hammond

Dated: _____

Debra Hammond

Dated: _____

Thomas Michels

Dated: 11/21/23

Shirley Mozejewski
Shirley Mozejewski

Four Mile Road, LLC

Dated: _____

By: _____
Its: _____

Village of Caledonia

Dated: _____

Lee Wish
By: *Lee Wish*
Its: ACTING VILLAGE PRESIDENT

Caledonia Sewer and Water Utility District

Dated: _____

By: _____
Its: _____

Dated: _____

Mark Gracyalny _____

Dated: _____

Mark Hammond _____

Dated: _____

Debra Hammond _____

Dated: _____

Thomas Michels _____

Dated: _____

Shirley Mozejewski _____

Four Mile Road, LLC

Dated: 11/12/2023

[Signature]
By: BRENT STAGHE
Its: MEMBER

Village of Caledonia

Dated: _____

[Signature]
By: LEE WILLIAM
Its: ACTING VILLAGE PRESIDENT

Caledonia Sewer and Water Utility District

Dated: _____

By: _____
Its: _____

EXHIBIT A

1. Mark Gracyalny property located at 13140 Four Mile Road, Franksville, WI 53126; Tax No: 104-04-22-19-067-000. Total assessment \$88,083.50 (\$66,106.35 for sewer and \$21,977.15 for water).
2. Mark and Debra Hammond property located at 12628 Four Mile Road, Franksville, WI 53126; Tax No: 104-04-22-19-074-000. Total assessment \$16,919.30 (\$9,945.74 for sewer and \$6,973.56 for water).
3. Thomas Michels property located at 12708 Four Mile Road, Franksville, WI 53126; Tax No.: 104-04-22-19-075-000. Total assessment \$16,919.30 (\$9,945.74 for sewer and \$6,973.56 for water).
4. Shirley Mozejewski property located at 12616 Four Mile Road, Franksville, WI 53126; Tax No: 104-04-22-19-072-000. Total assessment \$16,919.30 (\$9,945.74 for sewer and \$6,973.56 for water).
5. Four Mile Road, LLC property located at 13623 Four Mile Road, Franksville, WI 53126; Tax No.: 104-04-22-30-020-000. Total assessment \$16,919.30 (\$9,945.74 for sewer and \$6,973.56 for water).