



VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA

Wednesday, June 7, 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 – May 3, 2023
- 4. Citizen Comments**
- 5. Communications and Announcements**
 - a. Racine Water Utility Agenda & Minutes
 - b. Racine Wastewater Utility Agenda & Minutes
 - c. Sewer Service Recent (SSR) Notice of Purchased Capacity Exceedance (February 27, 2023)
 - d. Annual Notice of Maximum Historical Parameters for SSR Parties (2022)
 - e. Utility Operations Supervisor – Retirement
 - f. Utility Operator Staffing Update
- 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. Discussion of Management of Utility District (responsibilities & implementation)
 - b. Change Order #5 – Dominican Lift Station Rehabilitation Project
 - c. Authorization of Signatures – Storm Water Drainage Easement – Bluffside Estates LLC - Bluffside
 - d. Authorization of Signatures – Watermain Easement – Bluffside Estates LLC – Bluffside
 - e. Resolution 2023-XX – Resolution of the Village Board of the Village of Caledonia Authorizing the Payment To Matt Montemurro For A Claim Submitted To The Village On May 15, 2023
- 9. Adjournment**

Village of Caledonia Utility District Meeting
May 3, 2023

1. Meeting Called to Order – The Regular Meeting of the Village of Caledonia Utility District was held on Wednesday, May 3, 2023. The meeting was called to order by President Howard Stacey at 6:00pm.

2. Roll Call – Those present were President Howard Stacey, Commissioners Robert Kaplan, John Strack, Tony Minto, Dave Ruffalo and Trustee Lee Wishau. Also, present were Utility Operations Supervisor Robert Lui, and Public Services Director Anthony Bunkelman.

3. Election of Officers

a. Commissioner Minto nominated Howard Stacey to be President of the Caledonia Utility District. Seconded by Trustee Wishau. Mr. Stacey accepted the nomination.
Motion carried.

b. Commissioner Minto nominated Robert Kaplan to be Secretary of the Caledonia Utility District. Seconded by Trustee Wishau. Mr. Kaplan accepted the nomination.
Motion carried.

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4. Approval of Minutes

a. Upon a motion by Trustee Wishau and seconded by Commissioner Kaplan, the Commission approved the minutes from the Utility District's previous regular meeting held April 5, 2023. A copy of the minutes has been furnished to each Commissioner.
Motion carried.

5. Citizens Comments

Commissioner Minto indicated that he will be resigning from the Commission.

6. Communications and Announcements

a. Racine Water Utility Agenda

The Commission looked over the minutes from the March 21st meeting and the agenda for the April 24th meeting of the Racine Water Utility. Director Bunkelman gave a brief summary of the meetings.

b. Racine Wastewater Utility Agenda & Minutes

The Commission looked over the minutes from the March 21st meeting and the agenda for the April 24th meeting of the Racine Wastewater Utility. Director Bunkelman gave a brief summary of the meetings.

c. Utility Operator Staffing Update

Director Bunkelman informed the Commission that the positions were reposted and that there were applications that were being reviewed.

7. Approval of O&M Bills

- a. Trustee Wishau moved to approve the Sewer Utility Invoices in the amount of \$1,324,226.82 from the May 3rd invoice list. Seconded by Commissioner Kaplan.
Motion carried.
- b. Trustee Wishau moved to approve the Water Utility Invoices in the amount of \$75,893.37 from the May 3rd invoice list. Seconded by Commissioner Kaplan.
Motion carried.
- c. Trustee Wishau moved to approve the Storm Water Utility Invoices in the amount of \$52,252.10 from the May 3rd invoice list. Seconded by Commissioner Kaplan.
Motion carried.

The Commission determined that all invoices should be pushed to the next commission meeting. This is to be looked at if companies start charging late fees.

8. Project Updates

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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 will submit to the DNR and look to schedule a Public Hearing.

c. Annual Televising Program – Sanitary Sewer

Will continue to perform repairs that staff can perform.

d. Water Impact Fee / Sewer Connection Fee Update

Reviewing information received.

e. Hoods Creek Attenuation Basin Expansion

Additional Change Order for odor control media, exhaust piping, and epoxy injection. Backfilling of basin has begun. Substantial completion approximately early June.

f. Central Lift Station Safety Site & Attenuation Basin

30% Design meeting held on April 20th. Discussed the results of the condition assessment of the pumps and pumping capabilities. Discussed wet well modifications, attenuation basin pumps, odor control, building size, electrical scope, and buried foundations.

g. North Kremer Watermain Project

Awaiting Spring for Final Restoration and Final Pay Request.

h. Dominican Lift Station Rehab Project

Reviewing a Change Order for bypass pumping. Manhole frames to be raised as necessary to be ready to pave the driveway and site.

i. Concord Apartments Meter Vault

Awaiting Spring for Final Restoration and Final Pay Request.

j. Washington Meadows Watermain

Contractor working on Water Services and Restoration. Should be finished soon. Will be looking at asphalt restoration. Roads have not held up during construction.

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

Design continues.

l. Hoods Creek – Aldebaran Brushing Project

Walked project with Contractor on April 27th. Contractor will perform work as weather and conditions allow. Will need to send out letters to owners to inform them of upcoming work.

m. Douglas Avenue – OMG Ditch Project

Contractor performed restoration on project. Awaiting Final Pay Request.

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n. Turtle Creek Restoration

Southern Wisconsin Appraisal meeting with owners to discuss easement acquisition.

o. Westview Village Storm Improvements

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

9. Action Items

a. Change Order #8 – Hoods Creek Attenuation Basin Expansion

Commissioner Minto moved to approve Change Order #8 for the Hoods Creek Attenuation Basin Expansion Project with a contract increase of \$11,025.00. Seconded by Trustee Wishau. **Motion carried.**

b. Change Order #9 – Hoods Creek Attenuation Basin Expansion

Commissioner Minto moved to approve Change Order #9 for the Hoods Creek Attenuation Basin Expansion Project with a contract increase of \$8,530.20. Seconded by Commissioner Kaplan. **Motion carried. Ruffalo – abstain.**

c. Change Order #10 – Hoods Creek Attenuation Basin Expansion

Commissioner Minto moved to approve Change Order #10 for the Hoods Creek Attenuation Basin Expansion Project with a contract increase of \$1,292.55. Seconded by Trustee Wishau. **Motion carried. Ruffalo – abstain.**

d. Site Construction Improvement Plan Approval – Corona Drive Extension – Richard & Diane Ruffo

Commissioner Ruffalo moved to approve the Site Construction Improvement Plan subject to the conditions in the April 24th memo from the Public Services Director. Seconded by Trustee Wishau. **Motion carried.**

e. Site Construction Improvement Plan Approval – The Glen at Waters Edge – Cornerstone Development

Commissioner Minto moved to approve the Site Construction Improvement Plan and the Storm Water Management Plan for The Glen at Waters Edge Subdivision subject to the conditions in the April 25th 2023 memo from the Public Services Director. Seconded by Commissioner Strack. **Motion carried.**

f. Resolution 2023-XX – Resolution of the Village Board of the Village of Caledonia Disallowing the Claim of Linda Milton, Dated December 2, 2022 and Filed with the Village on December 9, 2022, with an Incident date of September 11, 2022

Trustee Wishau moved to forward Resolution 2023-XX to the Village Board to disallow the claim of Linda Milton. Seconded by Commissioner Minto. **Motion carried.**

10. Adjournment

Upon a motion by Commissioner Kaplan and seconded by Commissioner Strack, the Commission moved to adjourn the regular meeting at 6:58pm. **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, May 16, 2023

4:00 PM

City Hall, Room 207 A/B

ROLL CALL

[0484-23](#)

Subject: Approval of Minutes for the April 24, 2023, Meeting

Fiscal Note: N/A

Attachments:

[water minutes 04.24.23](#)

[0485-23](#)

Subject: Review of the 2022 Water Utility Audit from Clifton Larsen Allen (Shannon Small Invited to Meeting)

Fiscal Note: N/A

Attachments:

[draft 2022_rwu & rwwu financial statements](#)

[draft 2022_rwu & rwwu internal control letter](#)

[draft 2022_rwu & rwwu_auditor ltr to governance](#)

[0486-23](#)

Subject: Final Payment Request on Contract W-22-5, Villa Street Lead Service Replacements, Five Star Energy Services (Contractor)

Fiscal Note: Utility to pay contractor the full amount of retainage of \$30,210.00.

Attachments:

[w-22-5 req for final pmt ltr to comsrs rwp](#)

[0487-23](#)

Subject: Developer's Agreement for the Tivoli Green Apartments Phase 2 Development Project (Wangard Development, LLC, developer)

Fiscal Note: The developer pays all costs associated with the installation of the water main estimated at \$200,000.

Attachments:

[developer's agreement tivoli green, ph 2](#)

[0488-23](#)

Subject: Proposal from raSmith for Construction-Related Services for the Tivoli Green Phase 2 Development Project

Fiscal Note: The total cost of the proposal is \$14,700, to be paid by the developer.

Attachments: [crs_tivoli green phase 2](#)

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 Minutes - Draft

Waterworks Commission

Tuesday, May 16, 2023

4:00 PM

City Hall, Room 207 A/B

ROLL CALL

PRESENT: 7 - Natalia Taft, John Tate II, Jason Meekma, Mollie Jones, Terry McCarthy, Cory Mason and Paul Vornholt

EXCUSED: 1 - Stacy Sheppard

[0484-23](#)

Subject: Approval of Minutes for the April 24, 2023, Meeting

Recommendation: To Approve

Fiscal Note: N/A

A motion was made by Vice President Taft, seconded by Meekma, that this file be Approved

[0485-23](#)

Subject: Review of the 2022 Water Utility Audit from Clifton Larsen Allen (Shannon Small Invited to Meeting)

Recommendation: To Receive & File

Fiscal Note: N/A

Shannon Small, CPA, of Clifton Larsen Allen, presented audit results for the year 2022. It is the auditor's unmodified (clean) opinion that the financial statements present fairly the financial position of the Utility in accordance with generally accepted accounting principles. Two significant deficiencies identified were the preparation of financial statements, and a lack of segregation of duties because of limited staff.

A motion was made by Mayor Mason, seconded by Vice President Taft, that this file be Received and Filed

[0486-23](#)

Subject: Final Payment Request on Contract W-22-5, Villa Street Lead Service Replacements, Five Star Energy Services (Contractor)

Recommendation: To Approve

Fiscal Note: Contract W-22-5 is complete in the amount of \$674,999.96. The Utility to pay contractor the full amount of retainage of \$30,210.00.

The Water Utility Director submitted final payment request on Contract W-22-5, and

recommended for approval that work performed by Five Star Energy Services be accepted and final payment be authorized.

A motion was made by Vice President Taft, seconded by Alder McCarthy, that this file be Approved

[0487-23](#)

Subject: Developer's Agreement for the Tivoli Green Apartments Phase 2 Development Project (Wangard Development, LLC, developer)

Recommendation: To Approve with a Referral to the Finance & Personnel Committee

Fiscal Note: The developer pays all costs associated with the installation of the water main estimated at \$200,000.

The Water Utility Director presented Developer's Agreement for the Tivoli Green Apartments Phase 2 Development Project, which consists of about 1,000 ft of 12" water main extension. The 2004 Retail Water Agreement Sect. 5b provides that the water main be built to Utility specifications, and upon successful structural testing and receipt of as-built drawings, the water main would be dedicated as an asset for the Utility to maintain.

A motion was made by Vice President Taft, seconded by Alder McCarthy, that this file be Referred Finance and Personnel Committee

[0488-23](#)

Subject: Proposal from raSmith for Construction-Related Services for the Tivoli Green Phase 2 Development Project

Recommendation: To Approve

Fiscal Note: The total cost of the proposal is \$14,700, to be paid by the developer.

The Water Utility Director presented proposal by raSmith for the inspection services for the water main installation.

A motion was made by Vice President Taft, seconded by Meekma, that this file be Approved

Adjournment

There being no further business, the meeting was adjourned at 4:27 p.m.



City of Racine

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

Meeting Agenda Wastewater Commission

Tuesday, May 16, 2023

4:30 PM

City Hall, Room 207 A/B

ROLL CALL

[0489-23](#)

Subject: Approval of Minutes for the April 24, 2023, Meeting

Fiscal Note: N/A

Attachments:

[ww minutes 04.24.23](#)

[0490-23](#)

Subject: Review of 2022 Wastewater Utility Audit from Clifton Larsen Allen (Shannon Small Invited to Meeting)

Fiscal Note: N/A

Attachments:

[draft 2022_rwu & rwwu financial statements](#)

[draft 2022_rwu & rwwu internal control letter](#)

[draft 2022_rwu & rwwu_auditor ltr to governance](#)

[0507-23](#)

Subject: Request Authority for Wastewater Director to sign Amended License to Use/Hold Harmless Agreement with the City of Racine

Fiscal Note: N/A

Attachments:

[amended license to use hold harmless agreemt cor](#)

[0491-23](#)

Subject: Request by the Village of Mount Pleasant for the Approval of a Sanitary Sewer Extension for Pike River Crossing Subdivision

Fiscal Note: N/A

Attachments:

[sse request pike river crossing](#)

[0492-23](#)

Subject: Request by the Village of Mount Pleasant for the Approval of a Sanitary Sewer Extension for Tivoli Green, Phase 2

Fiscal Note: N/A

Attachments:

[sse request tivoli phase 2](#)

[0493-23](#)

Subject: Communication Regarding Capacity Exceedance Notification
Letters for February 2023 Rain Event

Fiscal Note: N/A

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.**



City of Racine

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

Meeting Minutes - Draft

Wastewater Commission

Tuesday, May 16, 2023

4:30 PM

City Hall, Room 207 A/B

ROLL CALL

PRESENT: 10 - Natalia Taft, John Hewitt, Robert Lui, Claude Lois, John Tate II, Paul Vornholt, Cory Mason, Jason Meekma, Mollie Jones and Terry McCarthy

EXCUSED: 3 - Stacy Sheppard, Dean Rosenberg and Anthony Beyer

[0489-23](#)

Subject: Approval of Minutes for the April 24, 2023, Meeting

Recommendation: To Approve

Fiscal Note: N/A

A motion was made by Vice President Tate II, seconded by Meekma, that this file be Approved

[0490-23](#)

Subject: Review of 2022 Wastewater Utility Audit from Clifton Larsen Allen (Shannon Small Invited to Meeting)

Recommendation: To Receive & File

Fiscal Note: N/A

Shannon Small, CPA, of Clifton Larsen Allen, presented audit results for the year 2022. It is the auditor's unmodified (clean) opinion that the financial statements present fairly the financial position of the Utility in accordance with generally accepted accounting principles. Two significant deficiencies identified were the preparation of financial statements, and a lack of segregation of duties because of limited staff.

A motion was made by Alder McCarthy, seconded by Lois, that this file be Received and Filed

[0507-23](#)

Subject: Request Authority for Wastewater Director to sign Amended License to Use/Hold Harmless Agreement with the City of Racine

Recommendation: To Approve with Referral to the Community Development Authority

Fiscal Note: N/A

The Wastewater Utility Director presented a newly amended "License to Use Real

Estate/Hold Harmless Agreement” drafted by the City Attorney's Office for the Community Development Authority. The Agreement lays out land-use terms and parameters of legal protection during the time frame that the Utility will temporarily use an alternate location at 1831 Phillips Avenue for the Household Hazardous Waste (HHW) events, until construction of the City's new Transfer Station is complete.

A motion was made by Mayor Mason, seconded by Meekma, that this file be Referred Community Development Authority

[0491-23](#)

Subject: Request by the Village of Mount Pleasant for the Approval of a Sanitary Sewer Extension for Pike River Crossing Subdivision

Recommendation: To Approve

Fiscal Note: N/A

The Wastewater Utility Director presented the sewer extension request for the Pike River Crossing Subdivision within the Village of Mount Pleasant. Per Sewer agreement Section 3.3a, the Commission is required to approve all SSR party sanitary sewer extensions. The Mount Pleasant Sewer Utility District has reviewed and approved these project plans. The extension entails approximately 3,524 L.F. of 8" diameter sanitary sewer that will serve Phase 1 of a new subdivision.

A motion was made by Lui, seconded by Hewitt, that this file be Approved

[0492-23](#)

Subject: Request by the Village of Mount Pleasant for the Approval of a Sanitary Sewer Extension for Tivoli Green, Phase 2

Recommendation: To Approve

Fiscal Note: N/A

The Wastewater Utility Director presented the sewer extension request for the Tivoli Green-Phase 2 development within the Village of Mount Pleasant. Per Sewer agreement Section 3.3a, the Commission is required to approve all SSR party sanitary sewer extensions. The Mount Pleasant Sewer Utility District has reviewed and approved these project plans. The extension entails approximately 105 L.F. of 8" diameter sanitary sewer that will serve two multi-family buildings in the proposed development.

A motion was made by Lui, seconded by Alder McCarthy, that this file be Approved

[0493-23](#)

Subject: Communication Regarding Capacity Exceedance Notification Letters for February 2023 Rain Event

Recommendation: To Receive & File

Fiscal Note: N/A

The Wastewater Utility Director communicated that Capacity Exceedance Notification

Letters were sent out to the City of Racine, as well as the Villages of Mt. Pleasant and Caledonia, as per Intergovernmental Sewer Agreement requirements.

A motion was made by Mayor Mason, seconded by Alder McCarthy, that this file be Received and Filed

Adjournment

There being no further business, the meeting was adjourned at 4:54 p.m.



Thursday, May 11, 2023

Racine Water & Wastewater Utilities
Nate Tillis, Wastewater Utility Director
800 Center Street, Room 227
Racine, WI 53403

RE: Sewer Service Recipient (SSR) Notice of Purchased Capacity Exceedance

Dear Nate

We have reviewed your recent letter regarding the Capacity Exceedance, and per your request, acknowledge receipt of the same. We understand that Caledonia exceeded the following limits for the significant rainfall and snow melt event on February 27-28, 2023 as outlined.

- Caledonia peak day flow (treatment) exceedances:

Peak Day	Capacity Allocation MGD	02/27/2023 Flow MGD	Historical Max MGD
Cal Total	18.32	15.120 (82%)	22.856 (5/19/2020)

- Caledonia peak hour flow (treatment) exceedances:

Peak Hour	Capacity Allocation MGD	02/27/2023 Flow MGD	Historical Max MGD
Cal Total	24.72	23.442 (95%)	27.108 (8/10/2020)

- Caledonia point-of-entry peak hour flow (conveyance) exceedances:

Point-of-Entry	Capacity Allocation MGD	02/27/2023 Flow MGD	Historical Max MGD
Cal West Riverbend Dr.	10.542	10.246 (97%)	11.996 (8/10/2020)
Cal East 4 ½ Mile Rd.	13.074	13.169 (101%)	15.106 (8/10/2020)

As referenced, the Village of Caledonia has initiated a Peak Wet Weather Control (PWWC) program (Caledonia Mitigation Plan) as presented but was deferred at the Racine Wastewater Commission meeting on February 17, 2021. The status of the estimated \$45.6M program is as follows:

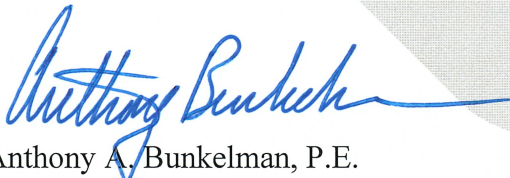
- Riverbend Lift Station Safety Site and Storage
 - Facility Plan being developed which will document current lift station service capabilities and limitations.

- Facility Plan is intended to be ready for review by the DNR in 2023.
- Design to be performed in 2024/2025 with construction planned to be performed in 2026.
- Central Lift Station Safety Site and Attenuation Basin
 - Expand the existing lift station, construct a new pumping station, and construct an attenuation basin providing 3.6 million gallons of storage.
 - Facility Plan approved by W-DNR on 5/2/2023.
 - Currently at 30% Design. Final design to be completed and submitted for State review in Fall 2023.
 - Construction is anticipated to start early 2024, with completion in 2025.
- Hoods Creek Attenuation Basin Expansion
 - Existing basin has a capacity of 1.5 million gallons of storage.
 - New expansion includes two (2) cells for an additional 3 million gallons of storage.
 - Construction began in April 2022.
 - Anticipated substantial completion is June 2023.

Caledonia's PWWC program is based on the findings and recommendations of the approved "2020 Racine RWWU Facilities Plan" by AECOM. Further, the PWWC program will provide sewer system modifications that will enable Caledonia to actively address and maintain sewer capacity thresholds.

Please advise if there are any questions regarding the above information or if you would like any further details.

Sincerely,



Anthony A. Bunkelman, P.E.
Public Services Director
Village of Caledonia

Wednesday, May 24, 2023

Racine Water & Wastewater Utilities
Nate Tillis, Wastewater Utility Director
800 Center Street, Room 227
Racine, WI 53403

RE: Annual Notice of Maximum Historical Parameters for SSR Parties

Dear Nate

We have reviewed your recent letter regarding the above, and per your request, acknowledging receipt of the same.

We understand that Caledonia exceeded the following limit from your letter:

Treatment Capacity

By Utility calculations, Caledonia has the following treatment capacity issues relative to what was purchased for the year 2022 (Note: Peak Monthly values are derived as a daily average over any consecutive 30-day period):

- **Peak Daily Flow; Exceeded 95% of capacity for 1 day (Max day 111%), exceeded 90% of capacity for 2 days**
- **Peak Hourly Flow; Exceeded 95% of capacity for 2 days (Max day 101%)**
- **Peak Monthly Flow: Exceeded 90% of capacity for 2 days (Max day 91%), exceeded 80% of capacity for 28 days**

Caledonia did not have any treatment capacity parameter exceedances during 2022 for Average Day Flow; or Average Day or Peak Month BOD, TSS, or Phosphorus.

Conveyance Capacity

Caledonia had the following capacity flow exceedances for Peak Hour Flow;

- **9/11/2022: (100%)**
- **9/12/2022: (101%)**

Also, Caledonia exceeded conveyance capacity Point-of-Entry flows on the following days:

- **9/11/2022: Riverbend Dr (101%) and 4 ½ Mile Rd (108%)**
- **9/12/2022: Riverbend Dr (101%) and 4 ½ Mile Rd (110%)**
- **12/15/2022: Riverbend Dr (92%)**

The Caledonia Utility District staff (District) has been actively maintaining its sewer system and addressing I/I removal on an annual basis. In-house I/I removal efforts for last year include:

- Replacement of 35 manhole frames and covers with seal down lids.
- Relayed 4 sewer laterals in the Right of Way that were a result of a broken pipes.
- Visu Sewer repaired and grouted a sewer lateral due to a damaged pipe.
- 6 manhole chimneys, frames and covers were replaced due to snowplow damage.

Public bid efforts are also continuing on an annual basis. Construction in 2022 consisted of the Erie Street Sanitary Sewer Improvements Project which involved the replacement of approximately 1,550 feet of gravity sewer with new SDR 26 and SDR 35 PVC sewer.

Caledonia has initiated its Peak Wet Weather Control (PWWC) program as presented at the Racine Wastewater Commission Meeting on February 17, 2021 to address peak wet weather exceedances. Caledonia's PWWC program is based on the findings and recommendations of AECOM's "2020 Racine RWWU Facilities Plan" approved by the Wisconsin DNR on July 29, 2022. Further, the PWWC program will provide sewer system modifications that will enable Caledonia to actively address and maintain sewer capacity thresholds. This program includes:

- River Bend Lift Station Safety Site and Storage
 - Facility Plan being developed which will document current lift station service capabilities and limitations.
 - Consideration being given to adding storage in the future, determination will be based on prior storm data and storm surge modeling and future growth.
 - Facility Plan is intended to be ready for review by the DNR in 2023.
- Central Lift Station Safety Site and Attenuation Basin
 - Expand the existing lift station, construct a new pumping station, and construct an attenuation basin providing 3.6 million gallons of storage.
 - Facility Plan approved by the Wisconsin DNR on May 2, 2023.
 - Currently at 30% design. Final design to be completed and submitted for State review in Fall 2023.
 - Construction is anticipated to start early 2024 with anticipated completion in 2025.
- Hoods Creek Attenuation Basin Expansion
 - Existing basin has a capacity of 1.5 million gallons of storage.
 - New expansion includes two (2) cells for an additional 3 million gallons of storage.
 - Construction began in April 2022.
 - Anticipated substantial completion is June 2023.

Please advise if there are any questions regarding the above or if you would like any further details.

Sincerely,



Anthony A. Bunkelman, PE
Public Services Director
Village of Caledonia

c: Kathy Kasper, Administrator, Village of Caledonia
Bob Lui, Utility Operations Supervisor, Village of Caledonia
Amanda Kaminski, Field Services Director, Racine Wastewater Utility
Thomas J. Ludwig, P.E., Client Director, Foth

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACH - SUPERFLEET							
Water Utility Fund	1730	ACH - SUPERFLEET	4/20/2023	VEHICLE FUEL	05/20/2023	18.86	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	4/20/2023	VEHICLE FUEL	05/20/2023	18.86	501-00-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						37.72	
ACH - WE ENERGIES							
Water Utility Fund	380	ACH - WE ENERGIES	APR-23 45683	APR-23; GAS & ELECTRIC	05/02/2023	1,803.24	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	APR-23 45683	APR-23; GAS & ELECTRIC	05/02/2023	23,100.53	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	APR-23 45683	APR-23; GAS & ELECTRIC	05/02/2023	276.87	502-00-64140 Utilities
Total ACH - WE ENERGIES:						25,180.64	
BATTERIES PLUS							
Water Utility Fund	176	BATTERIES PLUS	P62228273	OFFICE BOOSTER; BATTERIES	05/09/2023	30.06	500-00-64320 IT Infrastructure
Sewer Utility Fund	176	BATTERIES PLUS	P62228273	OFFICE BOOSTER; BATTERIES	05/09/2023	30.06	501-00-64320 IT Infrastructure
Sewer Utility Fund	176	BATTERIES PLUS	P62228273	FLOW METER BATTERIES	05/09/2023	89.10	501-00-64240 Building Repairs & Maintenance
Total BATTERIES PLUS:						149.22	
BUY RIGHT, INC.							
Water Utility Fund	273	BUY RIGHT, INC.	14873-397442	VEH # 1 BRAKES & OIL CHANG	05/01/2023	221.73	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-397442	VEH # 1 BRAKES & OIL CHANG	05/01/2023	221.73	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	273	BUY RIGHT, INC.	14873-397600	NEW HOLLAND PARTS	05/02/2023	25.72	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-397600	NEW HOLLAND PARTS	05/02/2023	25.72	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	273	BUY RIGHT, INC.	14873-39871	VEHICLE OIL	05/11/2023	22.05	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-39871	VEHICLE OIL	05/11/2023	22.05	501-00-63200 Fuel, Oil, Fluids
Total BUY RIGHT, INC.:						539.00	
GREEN BAY PIPE & TV LLC							
Sewer Utility Fund	750	GREEN BAY PIPE & TV LLC	3382	TELEWISE 525 BONITA LN.	05/17/2023	710.00	501-00-62101 Televising
Total GREEN BAY PIPE & TV LLC:						710.00	
HACH COMPANY							
Water Utility Fund	770	HACH COMPANY	13570334	1000 CHLORINE PILLOWS	05/04/2023	334.16	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	770	HACH COMPANY	13581339	NEW CHOLRINE TESTER	05/12/2023	691.99	500-00-64110 Small Equipment

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total HACH COMPANY:						1,026.15	
JOHNSON CONTROLS SECURITY SOLUTIONS							
Water Utility Fund	969	JOHNSON CONTROLS SECURI	38749868	MAY-23; OFFICE / SCADA ALAR	05/03/2023	617.88	500-00-64150 Communication Services
Sewer Utility Fund	969	JOHNSON CONTROLS SECURI	38749868	MAY-23L OFFICE / SCADA ALAR	05/03/2023	617.88	501-00-64150 Communication Services
Total JOHNSON CONTROLS SECURITY SOLUTIONS:						1,235.76	
JOURNAL TIMES							
Storm Water Utility Fund	1565	JOURNAL TIMES	116684	NTB - PROJECT 2023-02 CULVE	03/29/2023	123.79	502-00-64050 Publications & Subscriptions
Sewer Utility Fund	1565	JOURNAL TIMES	118953	SANITARY SEWER OVERFLOW	04/30/2023	10.66	501-00-64010 Notifications/publications
Total JOURNAL TIMES:						134.45	
KICK THE SPAM LLC							
Water Utility Fund	1076	KICK THE SPAM LLC	18603	OFFICE SPAM FILTERING	01/06/2022	36.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1076	KICK THE SPAM LLC	18603	OFFICE SPAM FILTERING	01/06/2022	36.00	501-00-64320 IT Infrastructure
Total KICK THE SPAM LLC:						72.00	
KORTENDICK HARDWARE							
Sewer Utility Fund	1096	KORTENDICK HARDWARE	157600	OFFICE CELL PHONE BOOSTE	05/08/2023	.53	501-00-64320 IT Infrastructure
Water Utility Fund	1096	KORTENDICK HARDWARE	158003	LOCATOR BATTERIES	05/23/2023	8.99	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	158003	LOCATOR BATTERIES	05/23/2023	8.99	501-00-64240 Building Repairs & Maintenance
Total KORTENDICK HARDWARE:						18.51	
MAC QUEEN EQUIPMENT							
Water Utility Fund	264	MAC QUEEN EQUIPMENT	P29582	JET RODDER PARTS	06/01/2023	205.47	500-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	264	MAC QUEEN EQUIPMENT	P29582	JET RODDER PARTS	06/01/2023	616.41	501-00-64250 Equipment Repairs & Maintenanc
Total MAC QUEEN EQUIPMENT:						821.88	
MENARDS RACINE							
Water Utility Fund	1281	MENARDS RACINE	63686	OFFICE SHELVING FOR BOOST	04/24/2023	22.98	500-00-64320 IT Infrastructure
Sewer Utility Fund	1281	MENARDS RACINE	63686	OFFICE SHELVING FOR BOOST	04/24/2023	22.97	501-00-64320 IT Infrastructure
Water Utility Fund	1281	MENARDS RACINE	64390	OFFICE CELL BOOSTER PARTS	05/05/2023	35.99	500-00-64320 IT Infrastructure
Sewer Utility Fund	1281	MENARDS RACINE	64390	OFFICE CELL BOOSTER PARTS	05/05/2023	36.00	501-00-64320 IT Infrastructure

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MENARDS RACINE:						117.94	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44160	REMOVE OFC365 MFA DEFAUL	05/15/2023	32.50	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44160	REMOVE OFC365 MFA DEFAUL	05/15/2023	32.50	501-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44255	JUN-3; OFFICE ANYWHERE DA	05/14/2023	250.00	501-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44255	JUN-23; OFFICE ANYWHERE D	05/14/2023	250.00	500-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44290	JUN-23; REMOTE BACKUP	05/14/2023	125.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44290	JUN-23; REMOTE BACKUP	05/14/2023	125.00	501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:						815.00	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2306046	Q2-23; VH BAC "T" SAMPLES	05/05/2023	27.50	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2307034	DIS. BYPRODUCTS SAMPLES	05/22/2023	681.48	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						708.98	
OAK CREEK WATER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5191	APR-23; SAMPLES	05/10/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5196	MAY-23; WATER SAMPLES	05/18/2023	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:						730.00	
RACINE WATER & WASTEWATER UTILITIES							
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09228	6TH STREET INTERCEPTOR - B	04/03/2023	5,744.45	501-00-67300 Principal
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09228	6TH STREET INTERCEPTOR - B	04/03/2023	928.39	501-00-67100 Interest
Total RACINE WATER & WASTEWATER UTILITIES:						6,672.84	
REESMANS EXCAVATING & GRADING							
Water Utility Fund	1610	REESMANS EXCAVATING & GR	Pay App #3	PAY APP. # 3 WASH. MEAD. WAT	05/05/2023	374,496.70	500-18737-107 CIP - WASHINGTON MEADOWS
Water Utility Fund	1610	REESMANS EXCAVATING & GR	Pay App. # 4	WASHINGTON MEAD. WATERM	05/31/2023	90,487.15	500-18737-107 CIP - WASHINGTON MEADOWS
Total REESMANS EXCAVATING & GRADING:						464,983.85	
SHERWIN INDUSTRIES							
Water Utility Fund	1795	SHERWIN INDUSTRIES	SC050259	COLD PATCH; WATERMAIN BRE	04/28/2023	645.54	500-00-64240 Building Repairs & Maintenance

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total SHERWIN INDUSTRIES:						645.54	
SJE, INC.							
Sewer Utility Fund	1119	SJE, INC.	CD99471406	PUMP # 2 PMT. DOMINICAN L.S.	02/10/2023	23,243.50	501-18739-000 CIP-Dominican Lift Station
Sewer Utility Fund	1119	SJE, INC.	CD99477359	HCAB FINAL PUMP PAYMENT	04/12/2023	8,483.10	501-18736-000 CIP-Hoods Creek Attenuation
Sewer Utility Fund	1119	SJE, INC.	CD99481798	PUMP # 1 REPAIR 4 MI / HWY 31	05/24/2023	2,883.90	501-00-64240 Building Repairs & Maintenance
Total SJE, INC.:						34,610.50	
VESEL SERVICES, LLC							
Sewer Utility Fund	9273	VESEL SERVICES, LLC	12704794	CRESTVIEW L.S. / GENERATOR	05/11/2023	11,566.00	501-00-64240 Building Repairs & Maintenance
Total VESEL SERVICES, LLC:						11,566.00	
WI DEPT OF FINANCIAL INSTITUTIONS							
Storm Water Utility Fund	2141	WI DEPT OF FINANCIAL INSTIT	RENEWAL A.B.	NOTARY RENEWAL FILING FEE	05/25/2023	20.00	502-00-51320 Memberships/Dues
Total WI DEPT OF FINANCIAL INSTITUTIONS:						20.00	
WISCONSIN DNR - ENVIRONMENTAL FEES							
Storm Water Utility Fund	2178	WISCONSIN DNR - ENVIRONME	252241880-20	MS4 PERMIT STORMWATER M	05/21/2023	3,000.00	502-00-64500 Permits & Fees
Total WISCONSIN DNR - ENVIRONMENTAL FEES:						3,000.00	
Grand Totals:						553,795.98	

PAYMENTS TOTALS BY FUND

Water Utility Fund	\$471,550.99
Sewer Utility Fund	\$78,824.33
Storm Water Utility Fund	\$3,420.66

<u>TOTALS</u>	<u>\$553,795.98</u>
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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%
Change Order #5	\$	46,200.00	6.43%
Current Contract	\$	770,642.00	7.26%
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)	\$	181,511.05	24%
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	\$	1,201,503.94	

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%
Change Order #8	\$	11,025.00	0.11%
Change Order #9	\$	8,530.20	0.08%
Change Order #10	\$	1,292.55	0.01%
Total	\$	138,598.11	1.36%
Current Contract	\$	10,348,001.31	
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	
Pay Request #8	\$	342,041.82	
Remaining on Contract (Including Retainage)	\$	773,616.41	8%
Design Engineering (9/28/2020-5/26/2022)	\$	432,547.23	4.24%
Construction Services (5/26/2022-4/21/2023)	\$	337,534.03	3.31%
SJE (Pumps Impellers 1)	\$	76,338.90	
SJE (Pumps Impellers 2)	\$	8,483.10	
Gabriel Novac #1	\$	82,590.00	
Gabriel Novac #2	\$	165,180.00	
Gabriel Novac #3			
Bonafide Security	\$	20.40	
Heater Parts & Locks	\$	179.22	
Total	\$	332,791.62	
Total Project Cost	\$	11,450,874.19	

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	
Pay Request #3	\$	374,496.70	
Pay Request #4	\$	90,487.15	
Remaining on Contract (Including Retainage)	\$	392,655.08	23.3%
Design Engineering 1/23/2022 to 6/23/2022	\$	97,246.35	5.78%
Construction Services 7/29/2022 to 4/20/2023	\$	95,766.00	5.69%
Scrap - Recycle	\$	(1,451.60)	
Total Project Cost	\$	1,873,542.10	

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 2/26/2021 to 7/29/2022	\$	61,423.56	39.77%
Construction Services 8/29/2022 to 3/15/2023	\$	15,519.52	10.05%
Total Project Cost	\$	231,408.08	

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	
Pay Request #4	\$	51,829.43	
Retainage	\$	2,727.86	
Remaining on Contract (Including Retainage)	\$	23,292.36	8.2%
Design Engineering	\$	237,128.50	84.74%
Construction Services	\$	23,294.66	8.32%
Total Project Cost	\$	542,863.45	

CALEDONIA UTILITY DISTRICT PROJECT SUMMARY WORKSHEET

Riverbend Drive Lift Station Safety Site & Forcemain Upgrade

- Looking to wrap up Facility Plan in 2 weeks to have it 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

- The Basin has been backfilled and the area has been seeded. Working through issues on the flush gates, programming, and garage door openers. Walkthrough scheduled for June 6.

Central Lift Station Safety Site & Attenuation Basin

- Design Meeting held May 25th. Reviewed 3D model of proposed building. Working toward finalizing the building size and layout based on discussion. Looking to have the 3 large pumps rebuilt, 1 at a time. This will put pumps back within tolerances and may see improvement in flow. There also has been discussion on pre – excavating the basin due to the need for material at The Glen Subdivision.

North Kremer Watermain Project

- Awaiting Final Pay Request.

Dominican Lift Station Rehab Project

- Driveway has been paved, areas have been seeded. Cathodic Protection training is scheduled for the week of June 5th.

Concord Apartments Meter Vault

- Restoration completed. Awaiting Final Payment Request.

Washington Meadows Watermain

- Walkthrough performed on June 1. Punchlist created and forwarded to contractor. Substantial completion to be granted within a week.

TID #4 Elevated Storage Tank & Adams Road Watermain

- Study to be completed in about 2 weeks. Elevated Tank Plans are near complete. Soil borings are scheduled for the week of June 5th.

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

Hoods Creek – Aldebaran Brushing Project

- Contractor looking to perform project this year when weather conditions are acceptable. Will be sending letters to owners to inform them of work.

Douglas Avenue – OMG Ditch Project

- Walkthrough performed on May 17. Punchlist forwarded to contractor. Awaiting final restoration and Final Pay Request (with lien waivers).

Turtle Creek Restoration

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

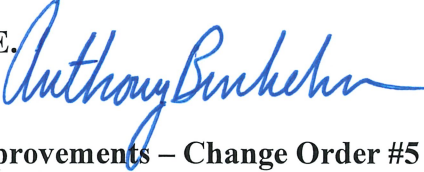
Westview Village Storm Improvements

- Walkthrough performed May 3. Punchlist forwarded to contractor. Awaiting final restoration. Will need to process a Charge Order for time when received.

MEMORANDUM

DATE: Tuesday, May 30, 2023

TO: Caledonia Utility District

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

RE: Dominican Lift Station Improvements – Change Order #5

BACKGROUND INFORMATION

This Change Order is for costs associated with bypass pumping of the lift station both dual and single pumps while waiting for the permanent pumps to arrive.

This Change Order adds to the project a cost of \$46,200. This request has been reviewed and accepted.

Change Order #5 adjusts the contract by 6.43% and Change Orders to date have adjusted the contract by 7.26%.

It is recommended that Change Order #5 be approved.

RECOMMENDATION

Move to approve Change Order #5 for bypass pumping for an increase in cost of \$46,200.00.

SECTION 00 63 62
CHANGE ORDER

No. 5

Date of Issuance: May 15, 2023	Effective Date: May 15, 2023
Owner: Caledonia Utility District	Owner's Contract No.:
Contractor: August Winter & Sons, Inc	Contractor's Project No.:
Engineer: Foth Infrastructure & Environment, LLC	Engineer's Project No.: 19C030.05
Project: Dominican Lift Station Improvements	Contract Name: Dominican LS

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

Description: This change order documents the costs associated with temporary bypass pumping – both dual and single.

Attachments: *Cost proposal from August Winter & Sons, Inc*

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 718,500.00	Original Contract Times: Substantial Completion: <u>August 31, 2022</u> Ready for Final Payment: <u>September 30, 2022</u> days or dates
[Increase]-[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ 5,942.00	[Increase]-[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 30, 2022</u> days or dates
Contract Price prior to this Change Order: \$ 724,442.00	Contract Times prior to this Change Order: Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 30, 2022</u> days or dates
[Increase]-[Decrease] of this Change Order: \$ 46,200.00	[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: \$ 770,642.00	Contract Times with all approved Change Orders: Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 30, 2022</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u>Eve Schnell</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>May 15, 2023</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Schnell, Eve

From: Lewin, Derek <dlewin@augustwinter.com>
Sent: Wednesday, March 1, 2023 10:19 AM
To: Schnell, Eve
Subject: [External] Dominican Bypass pumping

Eve,
Now that the pumps are finally installed at Dominican LS here are the final bypass pumping numbers. Let me know how you want this submitted for payment.

Dual bypass pumps- 8 weeks (11/17- 1/13) @ \$3,600/Week = \$28,800
Single bypass pump- 6 weeks (1/13- 2/27) @ \$2,900/Week= \$17,400

Total bypass charges - \$46,200

Thanks,

Derek Lewin

Project Manager

August Winter & Sons, Inc.

PH: 920-739-8881 | FX: 920-739-2230

Direct: 920-560-2223 | Cell: 920-209-0616


Email: dlewin@augustwinter.com

CAUTION: This email originated from outside of Foth. Do not click on links or open attachments unless you recognize the sender and know the content to be safe.

MEMORANDUM

DATE: Friday, June 2, 2023

TO: Caledonia Utility District

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

RE: Authorization of Signatures – Storm Water Drainage Easement –
Bluffside Estates LLC – Bluffside

BACKGROUND INFORMATION

As a condition of approval of the Storm Water Management Plan and Site Grading Plan for the proposed Bluffside Subdivision, 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 Storm Water Drainage Easement for Bluffside with Bluffside Estates LLC.

Document Number

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

Name and Return Address

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

104-04-22-25-029-101
104-04-22-25-029-102
104-04-22-25-029-103
104-04-22-25-029-104
104-04-22-25-029-105
104-04-22-25-029-106
104-04-22-25-029-107
104-04-22-25-029-108
104-04-22-25-029-109
104-04-22-25-029-110
104-04-22-25-029-111
104-04-22-25-029-112
104-04-22-25-029-113
104-04-22-25-029-114
104-04-22-25-029-115
104-04-22-25-029-116
104-04-22-25-029-117
104-04-22-25-029-118
104-04-22-25-029-119
Parcel Identification Number (PIN)

STORM WATER DRAINAGE EASEMENT AGREEMENT:
BLUFFSIDE ESTATES, LLC

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

RECITALS

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

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

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

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

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the 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 except for negligence caused by the Grantees.

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

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

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

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

8. Further Owner Requirements.

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

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

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

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

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

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

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

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

Ordinances, the Restrictive Covenants, and any written directive for corrections of maintenance from the Grantees.

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

OWNER: BLUFFSIDE ESTATES, LLC

TNG 30, LLC (MEMBER)

By: Raymond C. Leffler, Member

ANTONNEAU CONSTRUCTION, LLC (MEMBER)

By: _____
Thomas J. Antonneau, Member

PORT BLUE, LLC (MEMBER)

By: _____
Robert G. Nicoson, Member

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2023, TNG 30, LLC by Raymond C, Leffler, Member; Antonneau Construction, LLC, by Thomas J Antonneau Member; and Port Blue, LLC, by Robert G. Nicoson Member, all Members of Bluffside Estates, LLC, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said limited liability company.

Notary Public, Racine County, WI

Name: _____

My Commission: _____

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)
) ss:

COUNTY OF RACINE)
Personally came before me this ____ day of _____, 2023, Thomas
Weatherston and Joslyn Hoeffert, Village President and Village Clerk of the Village of Caledonia,
to me known to be the persons who executed the foregoing instrument, and acknowledged the
same as the act and deed of said Village.

Notary Public, Racine County, WI

Name: _____

My Commission: _____

By: _____
Howard Stacey, President

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2023,
Howard Stacey and _____, President and Secretary of the Village of
Caledonia Utility District, to me known to be the persons who executed the foregoing instrument,
and acknowledged the same as the act and deed of said District.

My Commission: _____

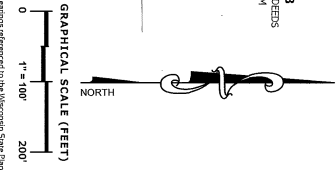
This Instrument Was Drafted By:
Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

BLUFFSIDE

Being a part of Parcel 14 of Certified Survey Map No. 1879 and additional lands in the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 25 and in the Northwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 25, all in Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

Document # 2649383
RACINE COUNTY REGISTER OF DEEDS
March 01, 2023 3:13 PM

Paul J. Hill
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$50.00
Page: 3



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FROM/LOT 155	TO/LOT 179	154.42' S 25.25° E 200.00'
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FROM/LOT 157	TO/LOT 181	154.42' S 25.25° E 200.00'
FROM/LOT 158	TO/LOT 182	154.42' S 25.25° E 200.00'
FROM/LOT 159	TO/LOT 183	154.42' S 25.25° E 200.00'
FROM/LOT 160	TO/LOT 184	154.42' S 25.25° E 200.00'
FROM/LOT 161	TO/LOT 185	154.42' S 25.25° E 200.00'
FROM/LOT 162	TO/LOT 186	154.42' S 25.25° E 200.00'
FROM/LOT 163	TO/LOT 187	154.42' S 25.25° E 200.00'
FROM/LOT 164	TO/LOT 188	154.42' S 25.25° E 200.00'
FROM/LOT 165	TO/LOT 189	154.42' S 25.25° E 200.00'
FROM/LOT 166	TO/LOT 190	154.42' S 25.25° E 200.00'
FROM/LOT 167	TO/LOT 191	154.42' S 25.25° E 200.00'
FROM/LOT 168	TO/LOT 192	154.42' S 25.25° E 200.00'
FROM/LOT 169	TO/LOT 193	154.42' S 25.25° E 200.00'
FROM/LOT 170	TO/LOT 194	154.42' S 25.25° E 200.00'
FROM/LOT 171	TO/LOT 195	154.42' S 25.25° E 200.00'
FROM/LOT 172	TO/LOT 196	154.42' S 25.25° E 200.00'
FROM/LOT 173	TO/LOT 197	154.42' S 25.25° E 200.00'
FROM/LOT 174	TO/LOT 198	154.42' S 25.25° E 200.00'
FROM/LOT 175	TO/LOT 199	154.42' S 25.25° E 200.00'
FROM/LOT 176	TO/LOT 200	154.42' S 25.25° E 200.00'
FROM/LOT 177	TO/LOT 201	154.42' S 25.25° E 200.00'
FROM/LOT 178	TO/LOT 202	154.42' S 25.25° E 200.00'
FROM/LOT 179	TO/LOT 203	154.42' S 25.25° E 200.00'
FROM/LOT 180	TO/LOT 204	154.42' S 25.25° E 200.00'
FROM/LOT 181	TO/LOT 205	154.42' S 25.25° E 200.00'
FROM/LOT 182	TO/LOT 206	154.42' S 25.25° E 200.00'
FROM/LOT 183	TO/LOT 207	154.42' S 25.25° E 200.00'
FROM/LOT 184	TO/LOT 208	154.42' S 25.25° E 200.00'
FROM/LOT 185	TO/LOT 209	154.42' S 25.25° E 200.00'
FROM/LOT 186	TO/LOT 210	154.42' S 25.25° E 200.00'
FROM/LOT 187	TO/LOT 211	154.42' S 25.25° E 200.00'
FROM/LOT 188	TO/LOT 212	154.42' S 25.25° E 200.00'
FROM/LOT 189	TO/LOT 213	154.42' S 25.25° E 200.00'
FROM/LOT 190	TO/LOT 214	154.42' S 25.25° E 200.00'
FROM/LOT 191	TO/LOT 215	154.42' S 25.25° E 200.00'
FROM/LOT 192	TO/LOT 216	154.42' S 25.25° E 200.00'
FROM/LOT 193	TO/LOT 217	154.42' S 25.25° E 200.00'
FROM/LOT 194	TO/LOT 218	154.42' S 25.25° E 200.00'
FROM/LOT 195	TO/LOT 219	154.42' S 25.25° E 200.00'
FROM/LOT 196	TO/LOT 220	154.42' S 25.25° E 200.00'
FROM/LOT 197	TO/LOT 221	154.42' S 25.25° E 200.00'
FROM/LOT 198	TO/LOT 222	154.42' S 25.25° E 200.00'
FROM/LOT 199	TO/LOT 223	154.42' S 25.25° E 200.00'
FROM/LOT 200	TO/LOT 224	154.42' S 25.25° E 200.00'
FROM/LOT 201	TO/LOT 225	154.42' S 25.25° E 200.00'
FROM/LOT 202	TO/LOT 226	154.42' S 25.25° E 200.00'
FROM/LOT 203	TO/LOT 227	154.42' S 25.25° E 200.00'
FROM/LOT 204	TO/LOT 228	154.42' S 25.25° E 200.00'
FROM/LOT 205	TO/LOT 229	154.42' S 25.25° E 200.00'
FROM/LOT 206	TO/LOT 230	154.42' S 25.25° E 200.00'
FROM/LOT 207	TO/LOT 231	154.42' S 25.25° E 200.00'
FROM/LOT 208	TO/LOT 232	154.42' S 25.25° E 200.00'
FROM/LOT 209	TO/LOT 233	154.42' S 25.25° E 200.00'
FROM/LOT 210	TO/LOT 234	154.42' S 25.25° E 200.00'
FROM/LOT 211	TO/LOT 235	154.42' S 25.25° E 200.00'
FROM/LOT 212	TO/LOT 236	154.42' S 25.25° E 200.00'
FROM/LOT 213	TO/LOT 237	154.42' S 25.25° E 200.00'
FROM/LOT 214	TO/LOT 238	154.42' S 25.25° E 200.00'
FROM/LOT 215	TO/LOT 239	154.42' S 25.25° E 200.00'
FROM/LOT 216	TO/LOT 240	154.42' S 25.25° E 200.00'
FROM/LOT 217	TO/LOT 241	154.42' S 25.25° E 200.00'
FROM/LOT 218	TO/LOT 242	154.42' S 25.25° E 200.00'
FROM/LOT 219	TO/LOT 243	154.42' S 25.25° E 200.00'
FROM/LOT 220	TO/LOT 244	154.42' S 25.25° E 200.00'
FROM/LOT 221	TO/LOT 245	154.42' S 25.25° E 200.00'
FROM/LOT 222	TO/LOT 246	154.42' S 25.25° E 200.00'
FROM/LOT 223	TO/LOT 247	154.42' S 25.25° E 200.00'
FROM/LOT 224	TO/LOT 248	154.42' S 2

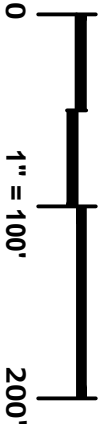
LEGAL DESCRIPTION:

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

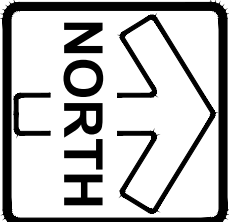
Commencing at the Southeast corner of the Northwest 1/4 of said Section 25; thence North 00°55'03" West along the east line of said Northwest 1/4, 1102.96 feet; thence South 89°04'57" West, 110.26 feet to a point on a curve on the westerly right of way line of Bluffsides Drive and point of beginning;

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

GRAPHICAL SCALE (FEET)

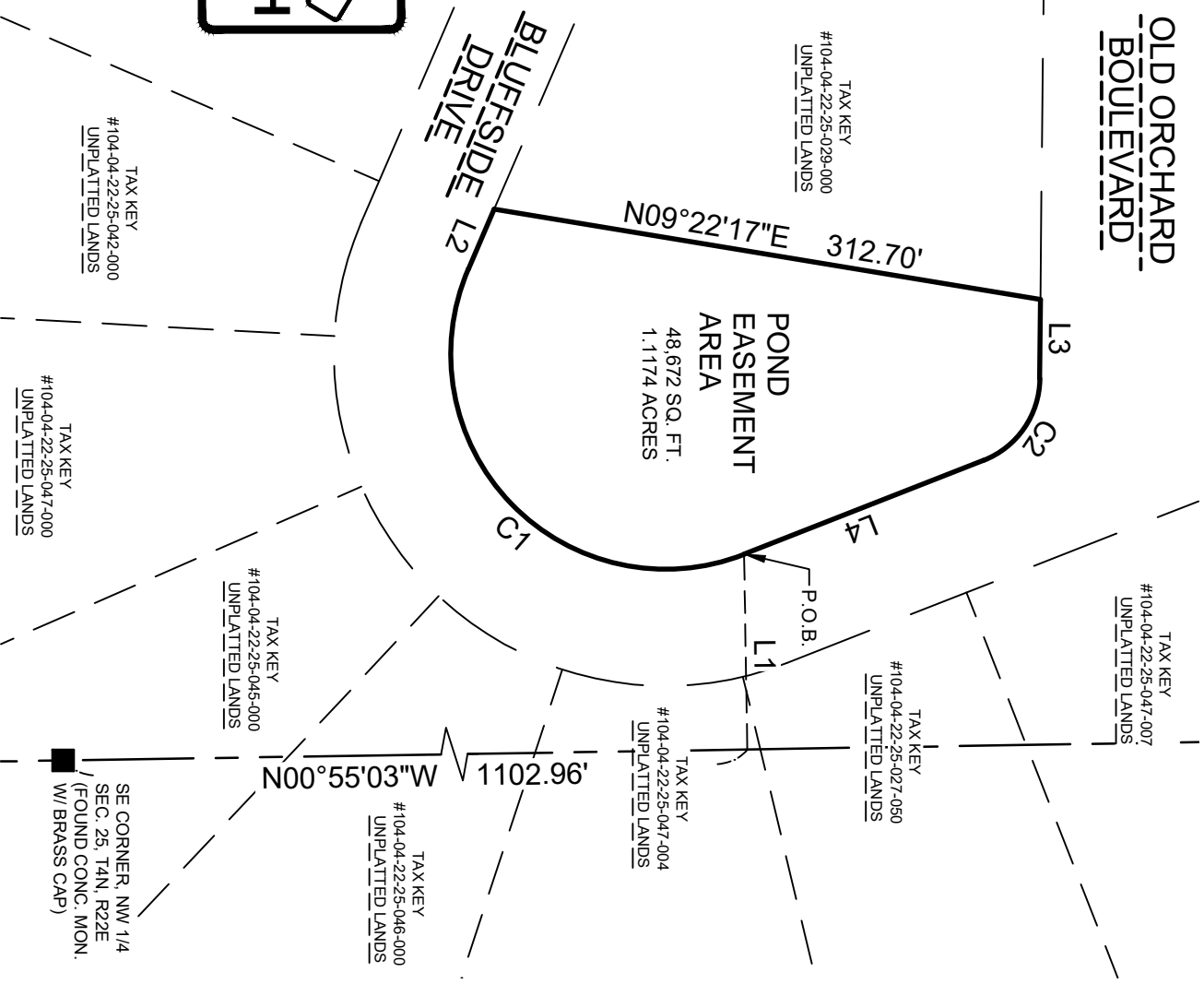


LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°04'57"W	110.26'
L2	N66°39'02"W	36.82'
L3	S89°24'38"E	44.80'
L4	S21°26'32"E	145.23'



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

**OLD ORCHARD
BOULEVARD**



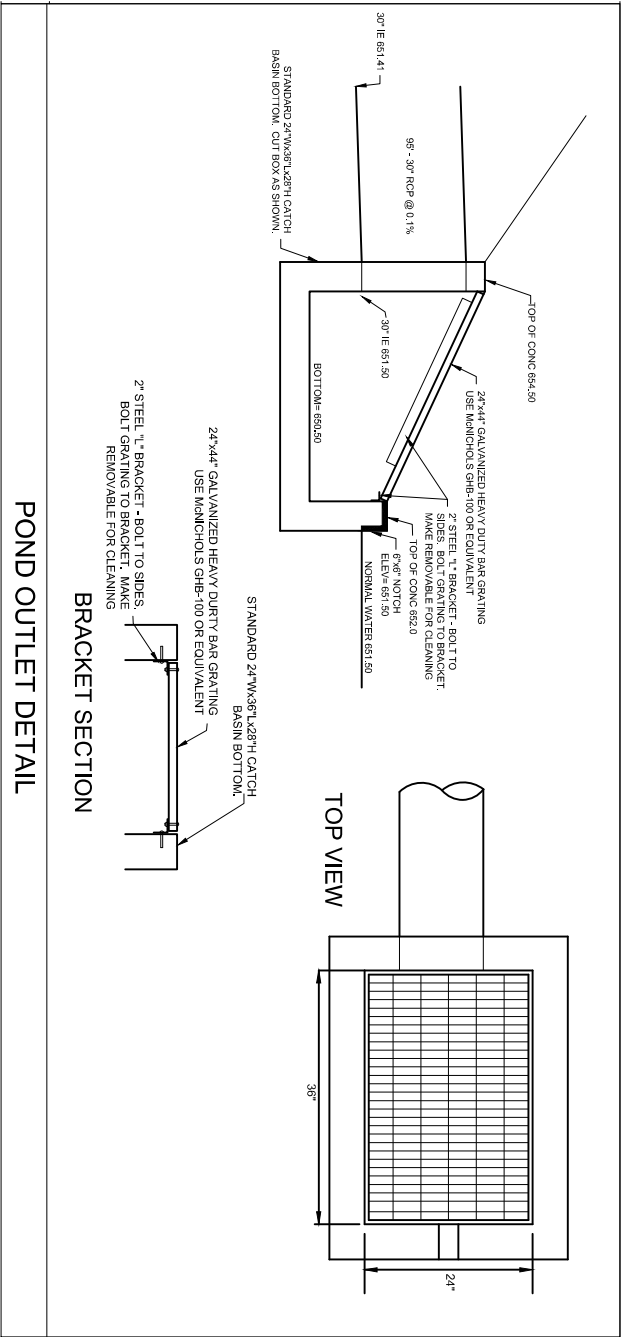
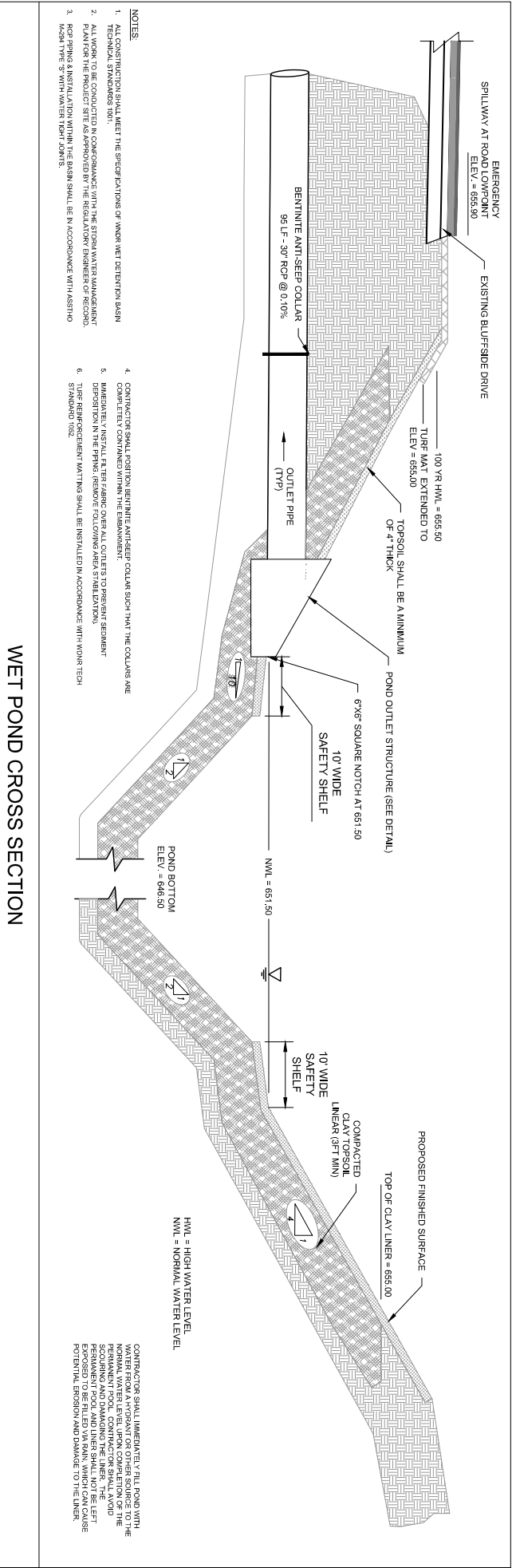
EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

PLAN | DESIGN | DELIVER
WWW.PINNACLE-ENGR.COM
PECJOB#1543.00

12/07/2022



MEMORANDUM

DATE: Friday, June 2, 2023

TO: Caledonia Utility District

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



RE: Authorization of Signatures – Watermain Easement – Bluffside
Estates LLC – Bluffside

BACKGROUND INFORMATION

As a condition of approval of the Site Improvement Plan for the proposed Bluffside Subdivision, a Watermain Easement was required to encompass the Watermain on lots within the subdivision.

The Watermain Easement Agreement has been prepared and signed by the Owner. In order to record the Watermain Easement, the Commission President and Secretary will need to execute the easement 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 Watermain Easement for Bluffside with Bluffside Estates LLC.

**Watermain Easement Agreement:
BLUFFSIDE ESTATES**

Document Number

Name and Return Address

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

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

Parcel Identification Number (PIN)

WATERMAIN EASEMENT AGREEMENT:
BLUFFSIDE ESTATES

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

INTRODUCTION

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

8. Further Owner Requirements.

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

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

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

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

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

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

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

TNG 30, LLC (MEMBER)

ANTONNEAU CONSTRUCTION, LLC (MEMBER)

PORT BLUE, LLC (MEMBER)

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Notary Public, Racine County, WI

Name: _____

My Commission: _____

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)

) SS:

COUNTY OF RACINE)

Personally came before me this _____ day of _____, 2023, Thomas Weatherston and Joslyn Hoeffert, Village President and Village Clerk of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

Notary Public, Racine County, WI

Name: _____

My Commission: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

By: _____
Howard Stacey, President

Attest: _____
_____, Secretary

STATE OF WISCONSIN)

) SS:

COUNTY OF RACINE)

Personally came before me this _____ day of _____, 2023, Howard Stacey, President and _____ Secretary of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said District.

Notary Public, Racine County, WI

Name: _____

My Commission: _____

BLUFFSIDE

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

SURVEYOR'S CERTIFICATE

WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

This trail was originally mapped and divided a part of Parcel 1 of Certified Boundary No. 1879, as recorded in the Register of Deeds office for Racine County as Document No. 156023, and additional lands in the Southwest 1/4 and Northwest 1/4 of Section 25 AND the Northeast 1/4 of Section 25 AND the Southwest 1/4 of the Northwest 1/4 Section 25, all in Township 44 Range 22 East, Village of Caladona, Racine County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 25; Thence South 07°50'37" East along the east line of said Northwest 1/4, 45.00 feet to said quarter of way; thence North 14°01' East and the point of Beginning.

[illegible]

1. **Left of way** 30.322' What along the north right of way line, 105.0' from the south right of way line, 69.301' from the east right of way line, 69.301' to a point of curvature, 53.212' along the north right of way line of Bluffside Drive and the arc of said curve, 146.423' to a point of tangency, 256.4' from the north right of way line and the arc and said curve to the right, 121.34' from the point of tangency to the intersection of Bluffside Drive and the arc and said curve to the right, 224.54' West, 68.38002' What along the north right of way line of said Bluffside Drive, 200.7' west to a point of curvature and a 90° line;

[illegible][illegible][illegible]

Thence North 89°47'59" E, along said tie line, 66.00 feet to the aforesaid east right of way line of Bulfinch Drive; Thence North 00°12'02" West along said east right of way line, 330.00 feet to a point of curvature; Thence northeasterly 39.27 feet along said east right of way line and the arc of said curve to the right, whose radius is 26.00 feet and whose chord bears North 44°47'59" East, 35.38 feet to the south right of way line of the aforesaid Four Mile Road; Thence North 89°47'59" East along said south right of way line, 387.17 feet to the Point of Beginning.


Including the said land between the Meander Line and the Center Line of the Flood River.

Containing 2,071,005 square feet (47.5437 acres) Gross to the centerline of the Root River. Net land area is 2,036,118 square feet (46.7196 acres) to the Meander Line of the Root River, more or less.

That I have made such survey, land division and map by the direction of Bufileside Estates, LLC, owner of said land.

This study map is a locational estimation of the site external boundaries of the land sequestered and the site internal conversion forest tracts. I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, recording and subdividing the land within the subdivisions.

Date: DECEMBER 20, 2022
Revised: FEBRUARY 9, 2023

 WISCONSIN

John P. Kornpack
Professional Land Surveyor S-2461

JOHN P. KOSPIACKI
S-2461



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

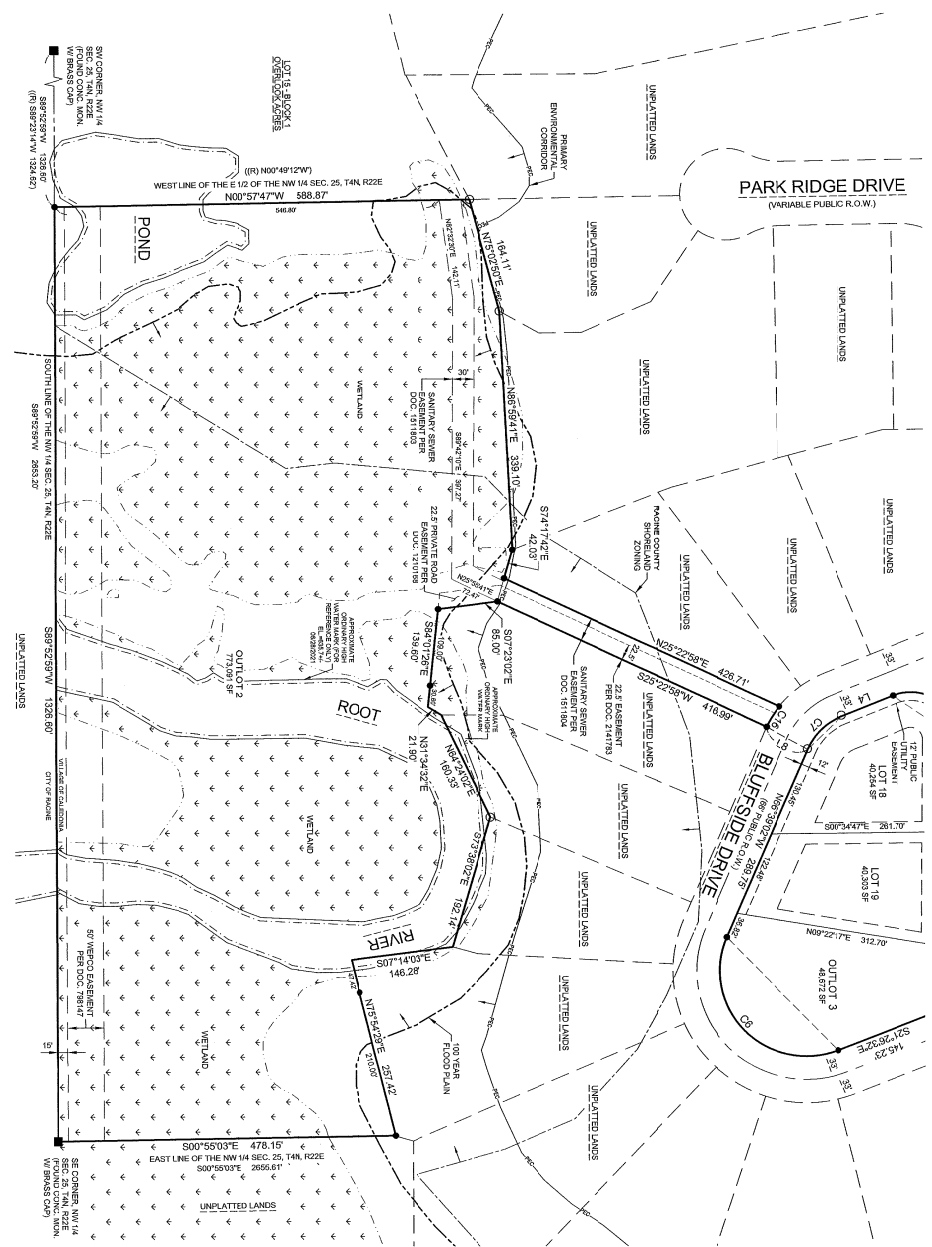
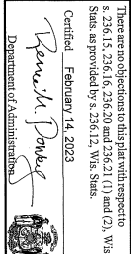
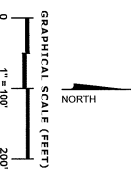
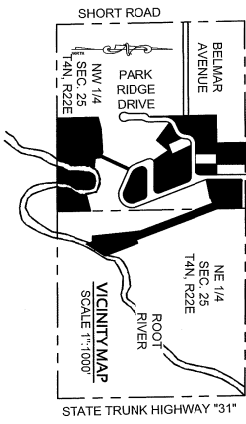
PINNACLE ENGINEERING GROUP




John P. Konopacki
Professional Land Surveyor S-2401

PLS-Registration No. S-24

NEERING GIRL



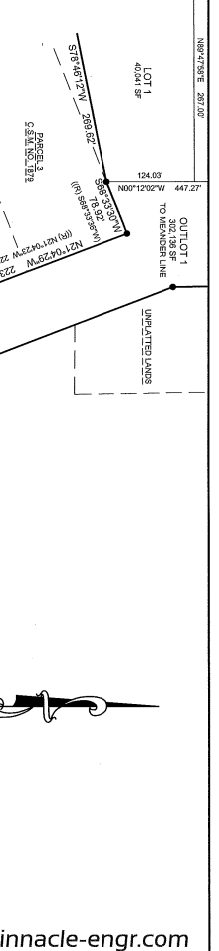
BLUFFSIDE

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



REVISED FEBRUARY 9, 2023
DECEMBER 30, 2023

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified February 14, 2023
Jennifer P. Pinnace
Department of Administration



OWNER'S CERTIFICATE OF DEDICATION

Bluffsides, LLC, a limited liability company duly organized under the laws of the State of Wisconsin, its owner, does hereby certify that said limited company caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

Bluffsides, LLC, as owner, does hereby certify that this plat is required by s. 236.10, s. 236.12 of the Wisconsin Statutes to be submitted to the following for approval or objection:

- Village of Caledonia
- Racine County
- Department of Administration

IN WITNESS WHEREOF, the undersigned, Racine County, LLC, has caused these presents to be signed by its duly authorized officer, its president, and the same to be attested by its secretary, on this 23rd day of February, 2023.

By the President of Racine County, LLC
Racine County, LLC
Racine County, Wisconsin

STATE OF WISCONSIN

Personally came before me this 23rd day of February, 2023, Racine County, Wisconsin, the undersigned, Racine County, LLC, a limited liability company duly organized under the laws of the State of Wisconsin, its owner, does hereby certify that said limited company caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

By the Secretary of Racine County, LLC
Racine County, LLC
Racine County, Wisconsin

CONSENT OF CORPORATE MORTGAGEE

The City National Bank, a corporation duly organized and existing under the laws of the State of Wisconsin, its mortgagee of the above described land, does hereby consent to the foregoing survey, dedication and mapping of the land described on this plat, and hereby grants to the above described owner, Racine County, LLC, the right to use the land described on this plat for the purposes stated herein.

By the City National Bank
City National Bank
City National Bank, Wisconsin

STATE OF WISCONSIN

Personally came before me this 23rd day of February, 2023, Racine County, Wisconsin, the undersigned, Racine County, LLC, a limited liability company duly organized under the laws of the State of Wisconsin, its owner, does hereby certify that said limited company caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

By the Secretary of Racine County, LLC
Racine County, LLC
Racine County, Wisconsin

VILLAGE APPROVAL

Approved by the Village of Caledonia on this 23rd day of November, 2023.

2/24/2023

VILLAGE OF CALEDONIA CERTIFICATE OF FINANCE

I, Village Treasurer, being the duly elected, qualified and acting Village of Caledonia Finance Director, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this 23rd day of February, 2023, on any of the land included on this plat.

2/24/2023

RACINE COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN

I, Racine County Treasurer, being the duly elected, qualified and acting Racine County Treasurer, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this 23rd day of February, 2023, on any of the land included on this plat.

2/24/2023

2/24/2023

By the Racine County Treasurer
Racine County, Wisconsin

CURVE NO.	LOT	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	LOT 1	27.46'	160.00'	509.7032'	N89°27'28"W	27.46'	N07°20'24"W	N07°20'24"W
C2	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C3	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C4	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C5	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C6	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C7	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C8	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C9	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C10	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C11	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C12	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C13	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C14	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C15	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W
C16	LOT 1	103.24'	57.00'	509.7032'	S64°47'38"W	54.17'	S02°12'32"E	S89°17'38"W

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

Their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the lands described herein, together with the right to install service connections upon, across within and beneath the surface of said land to serve improvements, thereon, or on adjacent lots, also the right to trim or cut down trees, brush and rocks as may be necessary to maintain the right of way, and the right to enter upon the subdivided property of a lot condition existing prior to such entry by the Grantee or their agents. The restriction, however, does not apply to the initial installation of said underground and/or above ground electric facilities or communication facilities or to any trees, brush or rocks which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantee facilities or in, on, or under the subdivided property, nor shall any other structure be placed on, in, on, or under the subdivided property without the written consent of Grantee.

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Corporation doing business as WE Energies, Grantee

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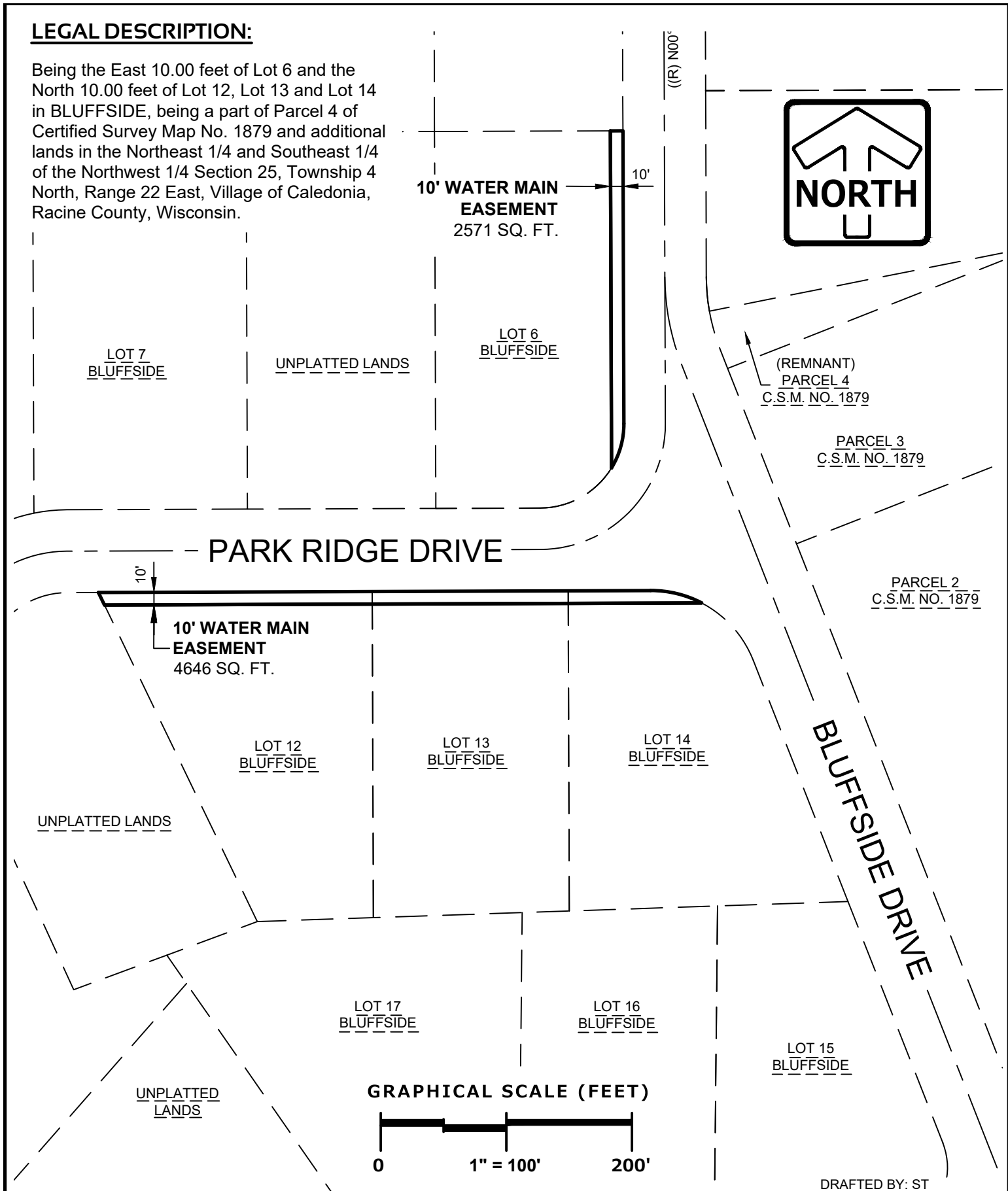
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WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Corporation doing business as WE Energies, Grantee

LEGAL DESCRIPTION:

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



DRAFTED BY: ST

**EXHIBIT****PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

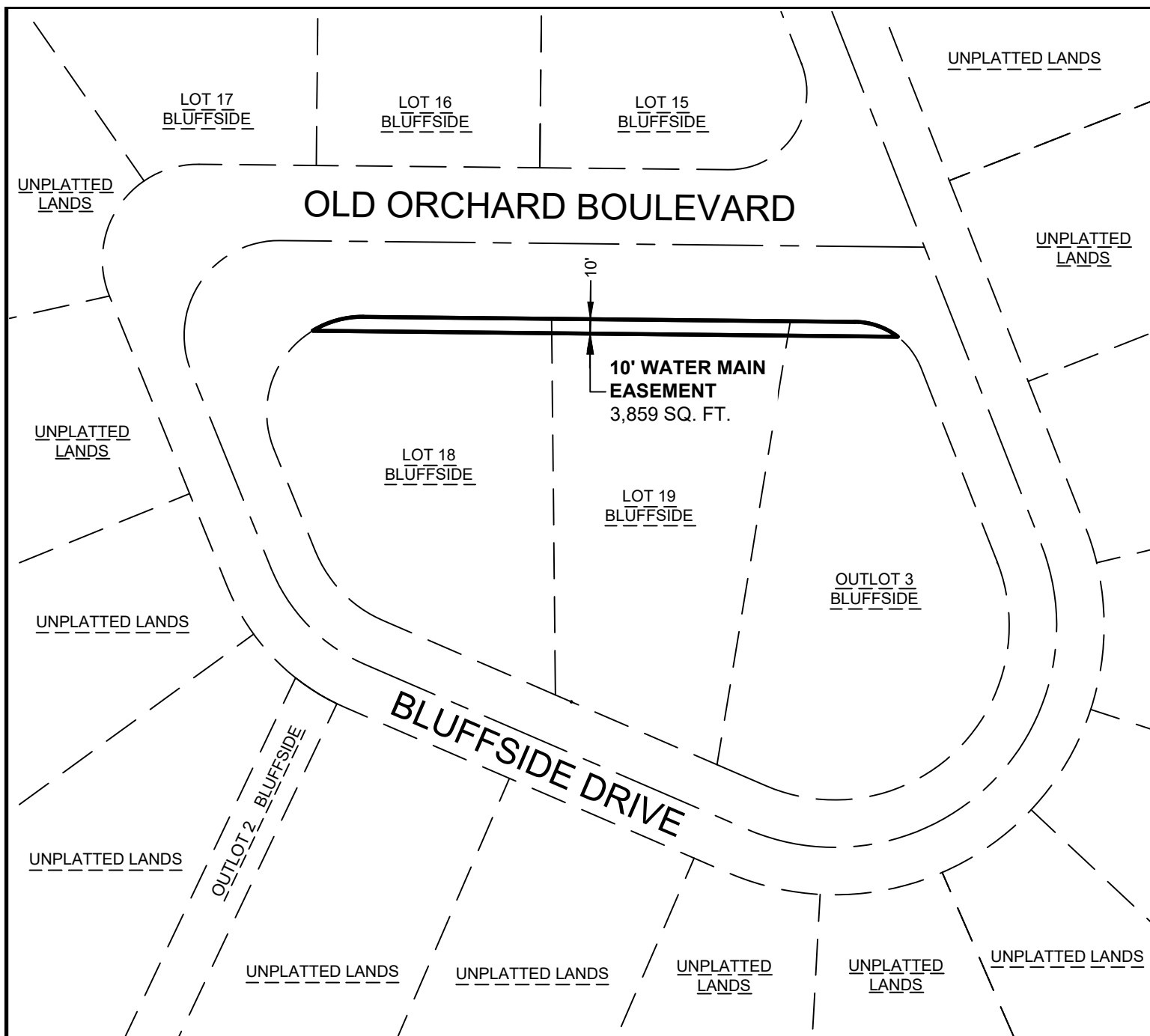
SHEET 1 OF 4

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01/05/2023

PLAN | DESIGN | DELIVER

PEG JOB#1543.00

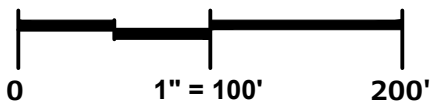


LEGAL DESCRIPTION:

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



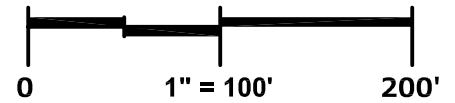
GRAPHICAL SCALE (FEET)



LEGAL DESCRIPTION:

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

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

**GRAPHICAL SCALE (FEET)****BELMAR AVENUE**

LOT 13
BLOCK 2
BEL-MAR ACRES

LOT 10
BLUFFSIDE

LOT 9
BLUFFSIDE

LOT 8
BLUFFSIDE

NE CORNER
LOT 11
BLUFFSIDE
P.O.B.

UNPLATTED LANDS

L=134.43'
RADIUS=185.00'
S45°26'03"W
CHORD=131.49'

L=135.95'
RADIUS=175.00'
N43°59'48"E
CHORD=132.55'

N66°15'06"E 40.03'
N23°44'54"W 10.00'

**10' WATER MAIN
EASEMENT**
1752 SQ. FT.

S66°15'06"W 40.03'

LOT 11
BLUFFSIDE

UNPLATTED LANDS

UNPLATTED LANDS

PARK RIDGE DRIVE**EXHIBIT****PINNACLE ENGINEERING GROUP**

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SHEET 3 OF 4

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PLAN | DESIGN | DELIVER

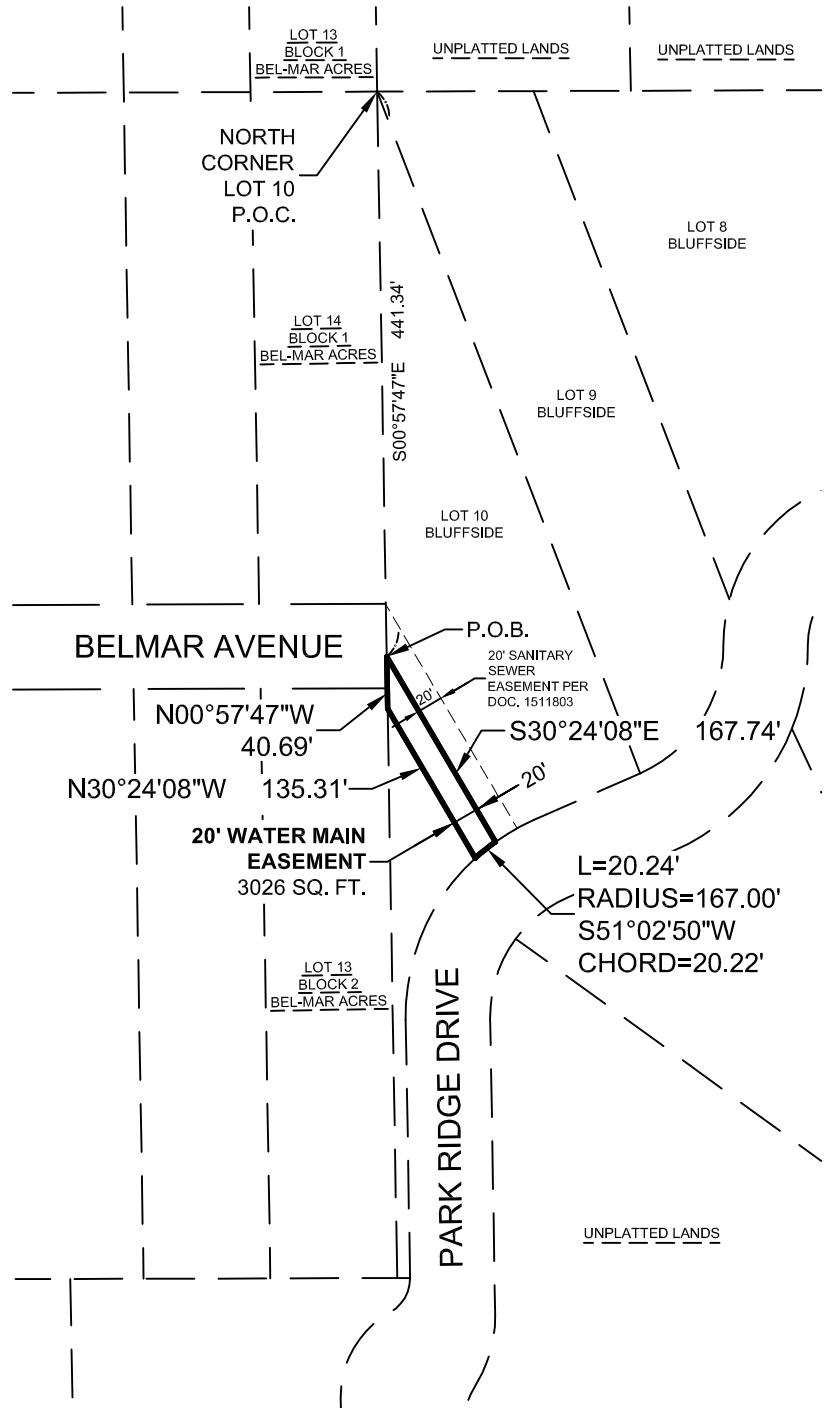
PEG JOB#1543.00

LEGAL DESCRIPTION:

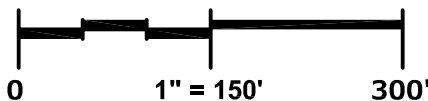
Being a part of Lot 10 in BLUFFSIDE, being a part of Parcel 4 of Certified Survey Map No. 1879 and additional lands in the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 Section 25, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows :

Commencing at the north corner of said Lot 10; thence South 00°57'47" East along the west line of said Lot 10, 441.34 feet to the Point of Beginning;

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



GRAPHICAL SCALE (FEET)



EXHIBIT

PINNACLE ENGINEERING GROUP

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SHEET 4 OF 4

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PLAN | DESIGN | DELIVER

PEG JOB#1543.00

RESOLUTION NO. 2023-XX

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

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

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

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

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

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

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

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

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

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

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston
Village President

Attest: _____

Joslyn Hoeffert
Village Clerk

Bagley's INSTALLATIONS UNLIMITED

EXHIBIT A

Date 5-15-23
 Store Name MATT MONTEMURRO Phone ()
 Address 3210 Valley Forge ST City RACINE State WI Zip 53404
 Job Site Phone (262) 989-1477
 Address City State Zip

TYPE	DESCRIPTION (type & amount used: yards, feet, etc.)	COST/PER	TOTAL
Ceramic Tile			
Vinyl			
Wood			
Carpet			
VCT Tile			
Repairs	DRY WALL Repair in closet		
Underlayment	wall and in hall bathroom		
	wall.		
	Furnish Labor and materials		
	for wall repair		
NOTES * MIN CHARGE * PD in Full 5-15-23 KRB		EXTRAS	AMOUNT
		Take-Up	
		Floor Prep	
		Appliances	
		Toilet	
		Base/Trim	
		Trip Charge	
		Vinyl Base	
		Furniture	
		Metals	
		TOTAL	\$ 295 ⁰⁰

INVOICE

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

Invoice Date
 Apr 14, 2023

Invoice Number
 INV-0462

Reference
 44028 - MONTEMURRO

Feiner Plumbing
 524 Villa St
 RACINE, WI 53403

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

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

PAYMENT ADVICE

To: Feiner Plumbing
 524 Villa St
 RACINE, WI 53403

Customer Matt Montemurro
 Invoice Number INV-0462
 Amount Due 661.50
 Due Date May 14, 2023
 Amount Enclosed \$661.50

Enter the amount you are paying above

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

7541

79-1185/759
 34000

4-24-23

Date

CHECK ARMOR

Pay to the Order of Feiner Plumbing \$ 661.50

Six Hundred Sixty One + 50/100

Dollars



Photo
 Safe
 Deposit
 Details on back



BANK johnsonbank.com

For INV-0462 REF 44028-MONTEMURRO

0759118521 1000079848 7541







