

AMENDED

VILLAGE BOARD MEETING AGENDA

Tuesday, April 11, 2023 at 6:00 p.m.

Caledonia Village Hall - 5043 Chester Lane

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
5. **Approval of Minutes**
 - Village Board – March 28, 2023
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
8. **Ordinances and Resolutions**
 - A. **Ordinance 2023-03** – An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 16-2-3 Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±11.3 Acres From A-2, Agricultural District To B-3, Highway Business District For The Three Properties Located On 7 1/2 Mile Road, Parcel ID Nos. 104-04-22-06-019-016, 104-04-22-06-019-030, & 104-04-22-06-019-010, Village Of Caledonia, Racine County, WI., Eric Ross, Owner (*Planning Commission: 03/27/2023, Motion carried 7/0*).
 - B. **Ordinance 2023-04** – An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 16-2-3 Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±4.2 Acres From R-4, Single Family Residential District To I-1, Institutional District For The Parcel Located At 10402 Northwestern Avenue, Parcel ID No. 104-04-22-33-075-000, Village Of Caledonia, Racine County, WI., Faithbridge Inc., Owner (*Planning Commission: 03/27/2023, Motion carried 7/0*).
 - C. **Ordinance 2023-05** – An Ordinance Adopting An Amendment To The Multi-Jurisdictional Comprehensive Plan For Racine County: 2035 As It Pertains To The Village Of Caledonia Under Section 13-2-1 Of The Village's Code Of Ordinances By Creating Section 13-2-2(T) Adding An Amendment To The Village's Comprehensive Plan And Affecting Lots 1 And 3 Of CSM 3332 And Lot L Of CSM 1037, Parcel ID Nos. 104-04-22-06-019-016, 104-04-22-06-019-030, & 104-04-22-06-019-010, Village Of Caledonia; Containing 9.0 Acres, More Or Less; From Medium Density Residential To Commercial; Eric Ross, Owner (*Planning Commission: 03/27/2023, Motion carried 7/0*).
 - D. **Resolution 2023-26** – A Resolution Of The Village Of Caledonia To Approve A Master Sign Plan For A Commercial Building For The Parcel Located At 3516 Ten Point Lane In The Village Of Raymond Under The Cooperative Plan Dated November 12, 2009 Between The Village Of Caledonia And The Village Of Raymond Under Sec. 66.0307, Wis. Stats. (*Planning Commission: 03/27/2023, Motion carried 7/0*).
 - E. **Resolution 2023-27** – A Resolution Of Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±528 Square-Foot Storage Building For The Property Located At 6025 Douglas Avenue, Village Of Caledonia, Racine County, WI; David Cecchini, Applicant, S&P Holdings LLC, Owners (*Planning Commission: 03/27/2023, Motion carried 7/0*).
 - F. **Resolution 2023-28** – A Resolution Of The Village Of Caledonia Approving A Request For A Conditional Use Permit To Allow The Operation Of A Commercial Trailer (Not Semi-Tractor Trailer) Sales Business With Outdoor Storage Of Related Commercial Equipment And Materials For The Parcel Located At 12333 7 1/2 Mile Road, Caledonia, Eric Ross, Applicant, Ross Holdings LLC, Owner (*Planning Commission: 03/27/2023, Motion carried 7/0*).

- G. **Resolution 2023-29** – A Resolution Of The Village Of Caledonia Approving A Request For A Conditional Use Permit To Allow For The Operation Of A Commercially Licensed Daycare Facility For The Parcel Located At 10402 Northwestern Avenue, Faithbridge Inc., Owner (*Planning Commission: 03/27/2023, Motion carried 7/0*).
- H. **Resolution 2023-30** – Resolution Approving An Updated Bond Schedule For The Village Of Caledonia Municipal Court (*Village Board Only*).
- I. **Resolution 2023-31** – Resolution Authorizing The Village Of Caledonia To Execute A Stormwater Easement Agreement With Ross Holdings LLC – 12333 7 1/2 Mile Road (*Utility District Commission: 04/05/2023, Motion carried 7/0*).
- J. **Resolution 2023-32** – Resolution Authorizing The Village Of Caledonia To Execute A Stormwater Easement Agreement With Eric & Maira Ross – Highway V (*Utility District Commission: 04/05/2023, Motion carried 7/0*).
- K. **Resolution 2023-33** – Initial Resolution Authorizing \$930,000 General Obligation Bonds For Street Improvement Projects (*Village Board Only*).
- L. **Resolution 2023-34** – Initial Resolution Authorizing \$5,285,000 General Obligation Bonds For Community Development Projects In Tax Incremental Districts (*Village Board Only*).
- M. **Resolution 2023-35** – Resolution Providing For The Sale Of Not To Exceed \$6,215,000 General Obligation Corporate Purpose Bonds, Series 2023a (*Village Board Only*).
- N. **Resolution 2023-36** – Resolution Authorizing The Village Of Caledonia To Award A Contract For The Caledonia Corporate Park Intersections Project (*Village Board Only*).
- O. **Resolution 2023-37** – Resolution Authorizing The Village Of Caledonia To Award A Contract For 2023 Culvert Replacement Project (*Utility District Commission: 04/05/2023, Motion carried 7/0*).
- P. **Resolution 2023-38** – Resolution Authorizing The Village Of Caledonia To Enter Into An Access Agreement With Cornerstone Development Of S.E. Wisconsin For Parcels 104-04-23-21-021-000, 104-04-23-21-016-000, 104-04-23-21-016-010, And 104-04-23-16-021-000 (*Village Board Only*).

9. **New Business**

10. **Report from Village Administrator**

11. **Adjournment**

**Village Board Meeting
March 28, 2023**

1 - Order

Trustee Wishau called the Village Board meeting to order at 6:00 p.m. at the Caledonia Village Hall.

2 - Pledge of Allegiance

3 - Roll Call

Board: Trustee Weatherston, Trustee Stillman, Trustee Martin, Trustee McManus, Trustee Folk, and Trustee Wishau.

Absent: President Dobbs was excused.

Staff: Also present were Public Services Director Anthony Bunkelamn, Village Engineer Ryan Schmidt, Finance Director Wayne Krueger, Development Director Peter Wagner, Deputy Police Chief Shawn Engleman, Fire Chief Jeff Henningfeld, and Administrator Kathy Kasper. Attorney Elaine Ekes was also present.

4 – Communications and Announcements

5 – Approval of Minutes

Village Board – March 14, 2023

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

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

None.

7 – Committee Reports

7A - (Approval of A/P checks)

Village – \$1,300,620.16

Motion by Trustee Martin to approve the A/P checks as presented for \$1,300,620.16. Seconded by Trustee Weatherston. Motion carried unanimously.

8 – Ordinances and Resolutions

8A – Resolution 2023-19 – Resolution Authorizing The Payment To Liberty Mutual For Auto Loss Claim Involving The Caledonia Fire Department

Motion by Trustee Weatherston to approve Resolution 2023-19 – Resolution Authorizing The Payment To Liberty Mutual For Auto Loss Claim Involving The Caledonia Fire Department. Seconded by Trustee Martin. Motion carried unanimously.

8B – Resolution 2023-20 – Resolution Of The Village Board Of The Village Of Caledonia Approving An Amended Development Agreement For The Probio Development

Motion by Trustee Martin to approve Resolution 2023-20 – Resolution Of The Village Board Of The Village Of Caledonia Approving An Amended Development Agreement For The Probio Development. Seconded by Trustee Stillman. Motion carried unanimously.

8C – Resolution 2023-21 – A Resolution Of The Village Board Of The Village Of Caledonia Approving The Installation Of A Retaining Wall With A Fence In An Existing 15' Drainage Easement In Lot 93 Of The Auburn Hills Subdivision

Motion by Trustee Martin to approve Resolution 2023-21 – A Resolution Of The Village Board Of The Village Of Caledonia Approving The Installation Of A Retaining Wall With A Fence In An Existing 15' Drainage Easement In Lot 93 Of The Auburn Hills Subdivision. Seconded by Trustee Folk. Motion carried unanimously.

8D – Resolution 2023-22 – A Resolution Of The Board Of Trustees Of The Village Of Caledonia Approving A Park Use Agreement For Caledonia Baseball/Softball League, Inc. For Use Of The Crawford Park

Motion by Trustee Weatherston to approve Resolution 2023-22 – A Resolution Of The Board Of Trustees Of The Village Of Caledonia Approving A Park Use Agreement For Caledonia Baseball/Softball League, Inc. For Use Of The Crawford Park. Seconded by Trustee McManus. Motion carried unanimously.

8E – Resolution 2023-23 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Real Racine For Tourism Services

Motion by Trustee Weatherston to approve Resolution 2023-23 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Real Racine For Tourism. Seconded by Trustee Stillman. Motion carried unanimously.

8F – Resolution 2023-25 – Resolution Authorizing The Village Of Caledonia To Execute The Partial Release Of The Wispark Development Agreement For Lot 3 In Deback Farms Business Park For Individual Site Development In Tax Incremental District No. 4

Motion by Trustee McManus to approve Resolution 2023-25 – Resolution Authorizing The Village Of Caledonia To Execute The Partial Release Of The Wispark Development Agreement For Lot 3 In Deback Farms Business Park For Individual Site Development In Tax Incremental District No. 4 subject to final approval as formed by the Village Administrator and Village Attorney. Seconded by Trustee Folk. Motion carried unanimously.

9 – New Business

10 – Report from Village Administrator

- Election Day: Tuesday, April 4th.
- Final Listening Session for Public Safety Referendum: Wednesday, March 29th at 6 PM at the Village Hall. A Zoom component will be available for those who cannot attend in-person.

11 – Closed Session Items

11A. The Village Board may take up a motion to go into CLOSED SESSION pursuant to Sec. 19.85(1)(g), Wis. Stat., conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: specifically to discuss the Litigation in Racine County Case Number 2022CV000520 Mark Gracyalny, Four Mile

Road, LLC, Mark and Debra Hammond, Thomas Michels and Shirley Mozejewski vs. Village of Caledonia and Caledonia Sewer and Water Utility District AND Pursuant Sec. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically, to discuss potential infill residential developments AND Cooperative Boundary Agreement between the Village of Caledonia and the Village of Raymond.

Motion by Trustee Weatherston to go into Closed Session. Seconded by Trustee Stillman.

Trustee Weatherston – aye

Trustee Wishau – aye

Trustee McManus – aye

Trustee Martin – aye

Trustee Stillman – aye

Trustee Folk – aye

Motion carried, unanimously.

11B. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the items discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda and any other agendas posted.

Motion by Trustee Weatherston to go into Open Session. Seconded by Trustee Stillman. Motion carried unanimously.

11C. Resolution 2023-24 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Village To Enter Into A Settlement Agreement In Racine County Case No. 2022-CV-520, Mark Gracyalny, Four Mile Road, LLC, Mark And Debra Hammond, Thomas Michels And Shirley Mozejewski V. Village Of Caledonia And Caledonia Sewer And Water Utility District

Motion by Trustee Martin to approve Resolution 2023-05 - Resolution of the Village Board of the Village of Caledonia authorizing the Village to enter into a settlement agreement in Racine County Case No. 2022-CV-520 Mark Gracyalny, Four Mile Road, LLC, Mark and Debra Hammond, Thomas Michels and Shirley Mozejewski vs. Village of Caledonia and Caledonia Sewer and Water Utility District. Seconded by Trustee McManus. Motion carried unanimously.

Trustee Martin directed staff to review and revise the Ordinance to correspond with this settlement and to apply the same standard to the remaining residences on 4 Mile Road.

12 – Adjournment

Motion by Trustee Weatherston to adjourn. Seconded by Trustee Stillman. Motion carried unanimously.

Meeting adjourned at 7:23 p.m.

Respectfully submitted,
Joslyn Hoeffert, Village Clerk

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	651130	03/01/2023 DELTA DENTAL HIGH	03/01/2023	3,870.15	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	651130	03/01/2023 DELTA DENTAL LOW	03/01/2023	4,610.94	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	651130	03/01/2023 DELTA DENTAL VISI	03/01/2023	941.76	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:						9,422.85	
ACH - SUPERFLEET							
Water Utility Fund	1730	ACH - SUPERFLEET	03/20/2023	MAR-23; FUEL PURCHASE	04/11/2023	10.31	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	03/20/2023	MAR-23; GENERATOR FUEL PU	04/11/2023	822.67	501-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	03/20/2023	MAR-23; REBATE	04/11/2023	-1.85	501-00-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ994031823	FUEL FOR CFD VEHICLES	03/27/2023	943.55	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						1,774.68	
ACH - WE ENERGIES							
General Fund	380	ACH - WE ENERGIES	4483069657	BILLING PERIOD 1/19/2023 TO 2	03/21/2023	20.49	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4483069657	BILLING PERIOD 1/19/2023 TO 2	03/21/2023	14.70	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4504037735	BILLING PERIOD 2/3/2023 TO 3/	03/21/2023	1,643.76	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4504037735	BILLING PERIOD 2/3/2023 TO 3/	03/21/2023	3,614.00	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4504037735	BILLING PERIOD 2/3/2023 TO 3/	03/21/2023	827.90	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4504037735	BILLING PERIOD 2/3/2023 TO 3/	03/21/2023	7,491.69	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4504037735	BILLING PERIOD 2/3/2023 TO 3/	03/21/2023	760.17	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4504037735	BILLING PERIOD 2/3/2023 TO 3/	03/21/2023	1,126.10	100-90-64290 Street Lighting
General Fund	380	ACH - WE ENERGIES	4506042980	BILLING PERIOD 2/10/2023 TO 3	03/13/2023	11,488.27	100-90-64290 Street Lighting
Total ACH - WE ENERGIES:						26,987.08	
ALCIVIA							
General Fund	680	ALCIVIA	4103	DIESEL FUEL FOR M-20	03/29/2023	65.67	100-35-63200 Fuel, Oil, Fluids
General Fund	680	ALCIVIA	4104	DIESEL FUEL FOR CFD VEHICL	03/29/2023	84.10	100-35-63200 Fuel, Oil, Fluids
General Fund	680	ALCIVIA	4135	DIESEL FUEL FOR M-20	03/29/2023	67.22	100-35-63200 Fuel, Oil, Fluids
Total ALCIVIA:						216.99	
ANDERSON, RYAN							
General Fund	9266	ANDERSON, RYAN	CLAIM 3-2-23	INSURANCE CLAIM; TRAFFIC IN	03/02/2023	493.28	100-90-60000 Insurance Deductible/Stop Loss
Total ANDERSON, RYAN:						493.28	
AURORA HEALTH CARE							
General Fund	155	AURORA HEALTH CARE	201763	03/19/2023 PRE-PLACEMENT P	03/19/2023	85.00	100-13-51100 Personnel Medical Exams
General Fund	155	AURORA HEALTH CARE	201763	03/19/2023 RAPID TEST DRUG	03/19/2023	50.00	100-13-51100 Personnel Medical Exams

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
EHLERS INVESTMENT PARTNERS							
Sewer Utility Fund	584	EHLERS INVESTMENT PARTNE	78475	WATER SYSTEM AND SEWERA	03/13/2023	400.00	501-00-61000 Professional Services
Total EHLERS INVESTMENT PARTNERS:						400.00	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14508	#209 NEW BATTERY	03/22/2023	227.66	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14526	#213 OIL CHANGE	03/28/2023	55.62	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14531	#216 OIL CHANGE	03/29/2023	55.62	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14557	#213 FRONT BRAKES	04/04/2023	296.64	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						635.54	
G & F EXCAVATING							
Sewer Utility Fund	687	G & F EXCAVATING	35723	5030 BLUE BIRD LATERAL REP	03/21/2023	8,058.75	501-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:						8,058.75	
GAME TIME							
General Fund	694	GAME TIME	PJI-0204675	SWING SET CLEVIS	03/14/2023	60.61	100-70-64070 Work Supplies
Total GAME TIME:						60.61	
HILLER FORD							
General Fund	9211	HILLER FORD	499317	#206 EXHAUST SENSOR	02/27/2023	460.68	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:						460.68	
LIGHTHOUSE COMMUNICATIONS							
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1040423	Q1-23; UTILITY BILLING	04/04/2023	1,649.22	500-00-64030 Office Supplies
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1040423	Q1-23; UTILITY BILLING	04/04/2023	1,649.22	501-00-64030 Office Supplies
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1040423	Q1-23; UTILITY BILLING	04/04/2023	3,807.90	500-00-64040 Postage & Shipping
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1040423	Q1-23; UTILITY BILLING	04/04/2023	3,807.91	501-00-64040 Postage & Shipping
Total LIGHTHOUSE COMMUNICATIONS:						10,914.25	
MENARDS RACINE							
General Fund	1281	MENARDS RACINE	61734	WAX, CLEANERS, LUBRICANTS	03/23/2023	241.38	100-41-64070 Work Supplies
Total MENARDS RACINE:						241.38	
MUELLER COMMUNICATIONS, LLC							
General Fund	4026	MUELLER COMMUNICATIONS,	502-2023-03	FEB-23; STRATEGIC COMMUNI	03/15/2023	15,504.95	100-90-61000 Professional Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title	
Total MUELLER COMMUNICATIONS, LLC:						15,504.95		
NORTHERN LAKE SERVICE, INC								
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2303320	Q1-23; V.H. BAC "T" SAMPLES	03/22/2023	27.50	500-00-62560	Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						27.50		
OAK CREEK WATER UTILITY								
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5173	CLIFFSIDE PARK; WATER TOW	03/30/2023	219.00	500-00-62560	Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5174	CLIFFSIDE PARK; CRST TOWER	03/31/2023	219.00	500-00-62560	Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	DOUGLAS AV	Q1-23; WATER PURCHASE	03/28/2023	19,239.37	500-00-64180	Public Fire Protection
Water Utility Fund	1423	OAK CREEK WATER UTILITY	DOUGLAS AV	Q1-23; WATER PURCHASE	03/28/2023	108,532.60	500-00-62550	Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	DUANE COUR	Q1-23; WATER PURCHASES	03/28/2023	6,056.20	500-00-62550	Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	NICHOLSON R	Q1-23; WATER PURCHASES	03/28/2023	4,374.51	500-00-62550	Purchased Water
Total OAK CREEK WATER UTILITY:						138,640.68		
PALMEN DODGE								
General Fund	1441	PALMEN DODGE	213668	#217 SWAY BAR LINKS/BUSHIN	03/23/2023	816.36	100-30-63300	Vehicle Repairs & Maintenance
Total PALMEN DODGE:						816.36		
PRUITT, EKES & GEARY, SC								
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	RACINE COUNTY YOUTH DEVE	04/05/2023	34.80	100-23163-060	Racine Co YD & CC
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	MUNICIPAL PROSECUTIONS - P	04/05/2023	5,984.60	100-90-61110	Attorney - Municipal Court
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	CSM	04/05/2023	104.40	100-90-61000	Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	OTHER REIMBURSABLES	04/05/2023	34.80	100-23163-083	Ross Landcare - 8420 Hwy V
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	BRIARWOOD CONDOMINIUMS	04/05/2023	121.80	100-23163-001	Briarwood
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	CWS - DEBACK PAD E	04/05/2023	2,662.20	100-23163-011	Central Storage Deposit
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	SACCO DEVELOPMENT - TID 3	04/05/2023	348.00	100-23163-036	Sacco - Pro Bio
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	CCM/CARDINAL WATER'S EDG	04/05/2023	400.20	100-23163-033	CARDINAL CAPITAL- CCM/D. LYON
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	TID #5 - RYDER PARCEL - GLEN	04/05/2023	17.40	100-23163-077	Glen At Waters Edge/6020 Erie
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	DOUGLAS AVE	04/05/2023	1,067.95	100-90-61000	Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	ORDINANCES, RESOLUTIONS	04/05/2023	3,601.80	100-90-61100	Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	CONTRACT REVIEW AND NEG	04/05/2023	1,426.80	100-90-61000	Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	DEMAND LETTERS AND ORDIN	04/05/2023	104.40	100-90-61100	Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	OPINIONS, LEGAL INTERPRETA	04/05/2023	1,700.90	100-90-61100	Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3074	GENERAL LITIGATION AND HEA	04/05/2023	556.80	100-90-61100	Legal Fees
Total PRUITT, EKES & GEARY, SC:						18,166.85		

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
RACINE WATER & WASTEWATER UTILITIES							
Water Utility Fund	1574	RACINE WATER & WASTEWATE	2493345	Q1-23; WATER PURCHASE	04/01/2023	49,250.00	500-00-64180 Public Fire Protection
Water Utility Fund	1574	RACINE WATER & WASTEWATE	2493345	Q1-23; WATER PURCHASE	04/01/2023	394,297.94	500-00-62550 Purchased Water
Total RACINE WATER & WASTEWATER UTILITIES:						443,547.94	
RAY O'HERRON							
Capital Projects Fund	9176	RAY O'HERRON	2260473	AMMUNITION	03/27/2023	514.00	400-30-65030 Equipment
Total RAY O'HERRON:						514.00	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00053718	CENTER BEARING #44	03/29/2023	107.50	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00053729	WHEEL SPACER	03/30/2023	172.28	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						279.78	
REESMANS EXCAVATING & GRADING							
Water Utility Fund	1610	REESMANS EXCAVATING & GR	PAY APP # 2	PAY APP # 2 WASH. MEADOWA	03/29/2023	462,412.42	500-18737-107 CIP - WASHINGTON MEADOWS
Total REESMANS EXCAVATING & GRADING:						462,412.42	
SCHNABEL PRINTING AND INVITATION CENTER							
General Fund	1033	SCHNABEL PRINTING AND INVI	125404	03/31/2023 ELECTRICAL ROUG	03/31/2023	75.45	100-40-64070 Work Supplies
General Fund	1033	SCHNABEL PRINTING AND INVI	125404	03/31/2023 BUSINESS CARDS -	03/31/2023	55.30	100-40-64070 Work Supplies
Water Utility Fund	1033	SCHNABEL PRINTING AND INVI	125411	WATER METER TAGS	04/04/2023	215.30	500-00-64030 Office Supplies
Total SCHNABEL PRINTING AND INVITATION CENTER:						346.05	
STATE OF WISCONSIN							
General Fund	1861	STATE OF WISCONSIN	03312023	MARCH 2023 MUNI COURT FIN	03/31/2023	15,614.81	100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:						15,614.81	
STRYKER SALES CORPORATION							
General Fund	8	STRYKER SALES CORPORATIO	4092797M	DIAGNOSE PROBLEM WITH BA	03/29/2023	157.50	100-35-64250 Equipment Repairs & Maintenanc
Total STRYKER SALES CORPORATION:						157.50	
TYLER TECHNOLOGIES, INC.							
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114281	FEBRUARY 2023 BILLING - 2022	03/10/2023	2,332.40	100-90-62100 Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total TYLER TECHNOLOGIES, INC.:						2,332.40	
VON BRIESEN & ROPER SC							
TID #4 Fund	2091	VON BRIESEN & ROPER SC	420049	TID 4 - SPECIAL ASSESSMENT -	03/16/2023	132.00	414-00-61000 Professional Services
Total VON BRIESEN & ROPER SC:						132.00	
WAREHOUSE DIRECT							
Water Utility Fund	2099	WAREHOUSE DIRECT	5455638-1	EXPANDABLE FOLDER	03/21/2023	158.00	500-00-64030 Office Supplies
Sewer Utility Fund	2099	WAREHOUSE DIRECT	5455638-1	EXPANDABLE FOLDERS	03/21/2023	158.00	501-00-64030 Office Supplies
General Fund	2099	WAREHOUSE DIRECT	5457425-0	SHARPIES	03/20/2023	36.15	100-13-64030 Office Supplies
Total WAREHOUSE DIRECT:						352.15	
WISCONSIN RURAL WATER ASSOC							
Water Utility Fund	2185	WISCONSIN RURAL WATER AS	2657	WATER TRAINING COURSE; S.	03/29/2023	440.00	500-00-51300 Education/Training/Conferences
Total WISCONSIN RURAL WATER ASSOC:						440.00	
Grand Totals:						1,211,826.33	

Totals Payments By Fund

Capital Project Fund	\$ 8,494.00
General Fund	131,110.50
Sewer Utility Fund	14,894.70
TID #4 Fund	132.00
Water Utility Fund	1,057,195.13
Total	\$1,211,826.33

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD							
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-8965113-9	CANNED AIR DUSTER	100-13-64030 Office Supplies	23.25
General Fund	2434	US BANK CORPORATE CARD	ALADTEC,INC.	230680	2023; FD ALADTECH SCHEDULI	100-90-64300 IT Maintenance & Subscri	4,800.00
General Fund	2434	US BANK CORPORATE CARD	WHOLESALE DIRECT INC	000260684	WIPER BLADES	100-41-63300 Vehicle Repairs & Mainte	147.39
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049839	.49 TON COLD PATCH	100-41-64090 Road Maintenance Materi	86.24
General Fund	2434	US BANK CORPORATE CARD	WHOLESALE DIRECT INC	000261241	WIPER BLADES	100-41-63300 Vehicle Repairs & Mainte	134.60
General Fund	2434	US BANK CORPORATE CARD	HUCKSTORF DIESEL PUMP & I	0131879-IN	NEW INJECTOR (#44)	100-41-63300 Vehicle Repairs & Mainte	174.15
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049869	1.03 TON COLD PATCH	100-41-64090 Road Maintenance Materi	181.28
General Fund	2434	US BANK CORPORATE CARD	HI-LINE, INC	11011580	MISC.FITTINGS	100-41-63300 Vehicle Repairs & Mainte	191.87
General Fund	2434	US BANK CORPORATE CARD	ZOOM	331900084020	VIDEO CONFERENCE SERVICE	100-60-61000 Professional Services	29.98
General Fund	2434	US BANK CORPORATE CARD	PAYPAL	3PK834280522	CHIEF MEMBERSHIP POLICE E	100-30-51320 Memberships/Dues	110.00
General Fund	2434	US BANK CORPORATE CARD	PAYPAL	5UR70024VL2	CALCUSLOPE PRECISION SCA	100-40-64070 Work Supplies	39.80
General Fund	2434	US BANK CORPORATE CARD	PATS SERVICES INC.	966302	PUMP HOLDING TANK	100-41-62100 Contracted Services	200.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-4638068-5	OFFICE CHAIR FLOOR MAT CA	100-35-64030 Office Supplies	31.90
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-7717896-7	NOTARY STAMP - DIANE PENZK	100-13-64030 Office Supplies	18.99
Storm Water Utility	2434	US BANK CORPORATE CARD	AMAZON	112-7717896-7	NOTARY STAMP - TONY BUNKE	502-00-64030 Office Supplies	18.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-797120-61	2 CONFERENCE ROOM ID PLAT	100-43-64240 Building Repairs & Mainte	49.98
General Fund	2434	US BANK CORPORATE CARD	GROVE OUTDOOR POWER	30426	BRAKE FOR CHAINSAW	100-41-64110 Small Equipment	43.66
Donation Fund	2434	US BANK CORPORATE CARD	MILWAUKEE POWER SPORTS	51636	TRACKS FOR THE NEW UTV	250-35-64196 Fire Dept - UTV Expense	6,399.99
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	F23525	MISC.PARTS	100-41-64070 Work Supplies	17.08
General Fund	2434	US BANK CORPORATE CARD	BLUEBEAM	I-0000051396	BLUEBEAM SUBSCRIPTION	100-42-64070 Work Supplies	300.00
General Fund	2434	US BANK CORPORATE CARD	FORCE AMER. DIST.	001-1702927	HYD.PUMP SHAFT #44	100-41-63300 Vehicle Repairs & Mainte	217.08
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-1382001-0	SUPRA BOX KEY BOX APPARAT	100-35-64110 Small Equipment	176.43
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7147600-7	OIL TREATMENT FOR M-11 & M-	100-35-63300 Vehicle Repairs & Mainte	65.95
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-8045987-1	FLASHLIGHT FOR RIT PACK	100-35-64070 Work Supplies	35.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-8180533-7	THUMB DRIVES PSS	100-30-64030 Office Supplies	54.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-8962422-9	ENVELOPE MOISTENER	100-12-64030 Office Supplies	26.61
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-9952649-5	"DO NOT DISTURB / AVAILABLE"	100-11-64030 Office Supplies	30.94
General Fund	2434	US BANK CORPORATE CARD	PAYPAL	220379	REFLECTIVE STICKERS FOR T	100-35-64070 Work Supplies	106.71
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	5536	WPRA CONFERENCE; R.SOLBE	100-70-51300 Education/Training/Confe	225.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SMARSH, INC.	INV-75813	JAN-23; CELL PHONE ARCHIVE	501-00-64320 IT Infrastructure	105.02
Water Utility Fund	2434	US BANK CORPORATE CARD	SMARSH, INC.	INV-75813	JAN-23; CELL PHONE ARCHIVE	500-00-64320 IT Infrastructure	105.01
General Fund	2434	US BANK CORPORATE CARD	NJ CRIMINAL	INV-91272	OFC TINGWALD TRAINING	100-30-51300 Education/Training/Confe	225.00
General Fund	2434	US BANK CORPORATE CARD	CODE OFFICER SAFETY	ORD001313	ONLINE CODE ENFORCEMENT	100-60-51300 Education/Training/Confe	250.00
General Fund	2434	US BANK CORPORATE CARD	FORCE AMER. DIST.	001-1703716	PLOW CABLES	100-41-63300 Vehicle Repairs & Mainte	167.66
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2520793,25186	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	495.65
General Fund	2434	US BANK CORPORATE CARD	ALADTEC,INC.	INV00230598	2023; PD ALADTECH SCHEDULI	100-90-64300 IT Maintenance & Subscri	4,036.00
General Fund	2434	US BANK CORPORATE CARD	POLICE RECORDS MGMT	1051-3349	CRISCI RECORDS TRAINING	100-31-51300 Education/Training/Confe	278.25
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-6359802-7	5X8 LEGAL PADS	100-42-64030 Office Supplies	19.73
General Fund	2434	US BANK CORPORATE CARD	JOURNAL TIMES	112883	PAVING NOTICE	100-42-51320 Dues & Publications	109.96

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	JOURNAL TIMES	112890	ORDINANCE SUMMARY 2023-0	100-11-64010 Notifications/Publications	23.22
General Fund	2434	US BANK CORPORATE CARD	FARM & FLEET	3086	TRUCK WASHING BRUSHES	100-41-64070 Work Supplies	81.88
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	32886176	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	41.50
General Fund	2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	388191	MISC. TOOLS +PARTS	100-41-63300 Vehicle Repairs & Mainte	955.67
General Fund	2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	7814849-2023	JAN-23; MONTHLY TLO CHARG	100-30-62100 Contracted Services	142.40
General Fund	2434	US BANK CORPORATE CARD	FORCE AMER. DIST.	001-1704520	PLOW CABLE #44	100-41-63300 Vehicle Repairs & Mainte	165.72
Storm Water Utility	2434	US BANK CORPORATE CARD	AMAZON	111-3400488-9	BOOK BINDING ADHESIVE	502-00-64030 Office Supplies	10.04
General Fund	2434	US BANK CORPORATE CARD	BATTERY WAREHOUSE DIREC	111456	BATTERIES FOR SCBA'S	100-35-64250 Equipment Repairs & Mai	119.31
Storm Water Utility	2434	US BANK CORPORATE CARD	AMAZON	111-5688870-9	BOOK BINDING TAPE	502-00-64030 Office Supplies	16.95
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-8045987-1	RETURN OF FLASHLIGHT FOR	100-35-64070 Work Supplies	-35.98
Donation Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2522638	MEDICAL SUPPLIES	250-35-64190 Fire Aids - Training Suppo	624.99
General Fund	2434	US BANK CORPORATE CARD	GREAT LAKES CARPET AND	4025	CLEAN AND DISINFECT CARPE	100-35-64240 Building Repairs & Mainte	350.00
General Fund	2434	US BANK CORPORATE CARD	STREET COP TRAINING	INV-88195	SHERIFI TRAINING	100-30-51300 Education/Training/Confe	249.00
General Fund	2434	US BANK CORPORATE CARD	NJ CRIMINAL	INV-91744	OFC CHRISTENSEN TRAINING	100-30-51300 Education/Training/Confe	299.00
General Fund	2434	US BANK CORPORATE CARD	PEACEFUL WARRIOR TRAININ	SSVMCRS-5C	LAEHR/LARSON TRAINING	100-30-51300 Education/Training/Confe	367.71
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-9194238-1	LETTER OPENERS	100-12-64030 Office Supplies	4.85
General Fund	2434	US BANK CORPORATE CARD	METALWORLD INC	35372	BULK STEEL #23	100-41-63300 Vehicle Repairs & Mainte	220.35
General Fund	2434	US BANK CORPORATE CARD	AT & T	414R05002101	01/13/2023 ATT INVOICE FOR D	100-43-64150 Communication Services	395.02
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-7186584-6	BATTERIES; THERMAL PAPER	100-12-64030 Office Supplies	98.22
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	F28519	PAINT + BRUSHES	100-41-63300 Vehicle Repairs & Mainte	40.92
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	RRYNXUG4B-	CHIEF CONFERENCE HOTEL F	100-30-51300 Education/Training/Confe	234.38
General Fund	2434	US BANK CORPORATE CARD	WILDERNESS HOTEL	01044755	OFC BARRY PEER SUPPORT C	100-30-51300 Education/Training/Confe	119.00
Water Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	0337008	PARKING LOT LIGHTS	500-00-64240 Building Repairs & Mainte	60.50
Sewer Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	0337008	PARKING LOT LIGHTS	501-00-64240 Building Repairs & Mainte	60.50
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-3664616-4	MANILA FOLDERS	100-42-64030 Office Supplies	16.28
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-0966765-5	LAUNDRY SOAP	100-35-64100 Janitorial Supplies	31.99
General Fund	2434	US BANK CORPORATE CARD	MICHAELS STORES	71109192004	ELASTIC FOR MEMORIAL BAND	100-30-64030 Office Supplies	8.38
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	F29103	PAINT	100-41-64250 Equipment Repairs & Mai	106.75
General Fund	2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WINWOR0219	FEB-23; BACKGROUND CHECK	100-11-61000 Professional Services	126.00
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2523788	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	88.99
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	33433815,3338	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	500.28
Donation Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	33658867	SUCTION UNIT	250-35-64190 Fire Aids - Training Suppo	631.20
General Fund	2434	US BANK CORPORATE CARD	PATS SERVICES INC.	167584830529	PUMP HOLDING TANK	100-41-62100 Contracted Services	240.00
General Fund	2434	US BANK CORPORATE CARD	ARAMARK	860112340013	JAN-23 UNIFORMS	100-35-62100 Contracted Services	845.76
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	RRYNUUG4B	CHIEFS CONFERENCE HOTEL	100-30-51300 Education/Training/Confe	.04
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049912	.56 TON COLD PATCH	100-41-64090 Road Maintenance Materi	98.56
General Fund	2434	US BANK CORPORATE CARD	FASTENAL	WIRAC201036	DRUM DOLLY	100-41-64070 Work Supplies	114.05
General Fund	2434	US BANK CORPORATE CARD	PICK N SAVE	021023	CAKE FOR LT. DIEHN PROMOTI	100-35-64070 Work Supplies	25.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-2364826-8	HANGING FOLDERS	100-40-64030 Office Supplies	43.77
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-2364826-8	COPY PAPER	100-40-64030 Office Supplies	148.80
General Fund	2434	US BANK CORPORATE CARD	JOURNAL TIMES	114657	BILLYS LLC CLASS A PUBLICATI	100-11-64010 Notifications/Publications	23.44

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	SAFELITE	430636	REPLACEMENT WINDOW ON F	100-43-63300 Vehicle Repairs & Mainte	506.39
General Fund	2434	US BANK CORPORATE CARD	FBI LEEDA INC	55709858-23	LT LAEHR MEMBERSHIP	100-30-51320 Memberships/Dues	50.00
General Fund	2434	US BANK CORPORATE CARD	MONTAGE ENTERPRISES, INC	101459	REBUILD KIT PUMP #27	100-41-63300 Vehicle Repairs & Mainte	392.93
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-8106277-8	UNION STRONG FOAM BOARD	100-12-64070 Work Supplies	140.89
General Fund	2434	US BANK CORPORATE CARD	PEPLINK PEPWAVE LTD	707621000515	PEPWAVE PRIME CARE ANNUA	100-35-62100 Contracted Services	490.00
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	F31142	CHAINSAW OIL	100-41-64110 Small Equipment	79.99
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC049930	.62TN COLD PATCH	100-41-64090 Road Maintenance Materi	109.12
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-8219113-6	MANILA FOLDERS	100-13-64030 Office Supplies	22.27
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-1210470-0	DRUM PUMP FOR DEF TANK	100-35-64250 Equipment Repairs & Mai	289.99
Donation Fund	2434	US BANK CORPORATE CARD	LAKESHORE VETERINARY	182233	VET CONSULT/EXAM SURGUR	250-30-64192 Police K9	185.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7607250-9	TONER CARTRIDGE FOR FAX	100-30-64030 Office Supplies	39.98
General Fund	2434	US BANK CORPORATE CARD	PAK-RITE	21056253	CASE FOR MCGRATH	100-35-64070 Work Supplies	94.14
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	34013858	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	532.79
General Fund	2434	US BANK CORPORATE CARD	LANDS END	7465834	APPAREL FOR VILLAGE COMMI	100-10-64190 Miscellaneous Expenses	975.60
General Fund	2434	US BANK CORPORATE CARD	RITTERTECH	c29539-001	MISC. HYD FITTINGS	100-41-63300 Vehicle Repairs & Mainte	685.84
Water Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	G-13488373	7 MILE ROAD WATERTOWER AI	500-00-64240 Building Repairs & Mainte	47.47
Sewer Utility Fund	2434	US BANK CORPORATE CARD	U. S. CELLULAR	0555581962	HOODS BASIN REPEATER	501-00-64150 Communication Services	7.02
General Fund	2434	US BANK CORPORATE CARD	IDEN TRUST	11595026	2023 SSL RENEWAL FOR TPPS	100-41-64070 Work Supplies	242.00
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	01/23/2023 POLICE DEPT. CHAR	100-30-64150 Communication Services	802.63
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	1/23/2023 FIRE DEPT CHARGES	100-35-64150 Telephone	540.90
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	01/23/2023 VILLAGE HALL CHA	100-43-64150 Communication Services	401.32
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	R4F7GRYKK	PUBLIC FINANCE SEMINAR; W.	100-14-51300 Education/Training/Confe	109.00
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501020	02/01/2023 COMMUNICATION T-	100-43-64150 Communication Services	620.20
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-5369429-4	BATTERY REPLACEMENT	100-12-64070 Work Supplies	45.68
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113163247904	DRUM DOLLY FOR DEF TANK/D	100-35-64110 Small Equipment	64.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7284747-4	FLASH DRIVES FOR RECORDS	100-30-64030 Office Supplies	70.94
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	1444	EHLERS PUBLIC FINANCE TRAI	100-14-51300 Education/Training/Confe	36.96
Donation Fund	2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	3197	FOOD FOR LOUIE	250-30-64192 Police K9	60.85
General Fund	2434	US BANK CORPORATE CARD	ACTIVE911, INC.	472970	LICENSES FOR ALL FD EMPLO	100-35-51320 Memberships/Dues	684.23
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441602022	FEB 2023 TELEPHONE AND INT	100-43-64150 Communication Services	1,634.40
General Fund	2434	US BANK CORPORATE CARD	FSP*WISCONSIN STATE FIRE	022023	CHIEF HENNINGFELD MEMBER	100-35-51320 Memberships/Dues	95.00
Donation Fund	2434	US BANK CORPORATE CARD	AMAZON	112-9270739-0	COOKIE PRESS	250-30-64190 Police Dept Donations	18.89
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113516438253	MECHANICS TOOLS	100-35-64110 Small Equipment	64.94
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113643772556	M20 VENT DRIVERS SIDE	100-35-63300 Vehicle Repairs & Mainte	34.85
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-4316337-1	MONEY COUNTER/STICKY NOT	100-30-64030 Office Supplies	220.05
General Fund	2434	US BANK CORPORATE CARD	MB COMPANIES	271315	GUN REBUILD KIT#57	100-41-64250 Equipment Repairs & Mai	405.10
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	N9771272	FEB-MAY QUARTERLY POSTAG	100-90-62300 Office Equipment Rental	690.69
General Fund	2434	US BANK CORPORATE CARD	ZORO TOOLS INC.	WB162679384	M-22 ROCKER WALL SWITCH	100-35-63300 Vehicle Repairs & Mainte	16.07
Water Utility Fund	2434	US BANK CORPORATE CARD	TDS METROCOM	02012023	02/01/2023 TDS PHONE AND IN	500-00-64150 Communication Services	306.14
Sewer Utility Fund	2434	US BANK CORPORATE CARD	TDS METROCOM	02012023	02/01/2023 TDS PHONE AND IN	501-00-64150 Communication Services	306.14
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5369438-9	PAPER; SCISSORS; POST IT NO	100-13-64030 Office Supplies	153.51

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
Water Utility Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5369438-9	MONITOR STAND	500-00-64030 Office Supplies	11.87
Sewer Utility Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5369438-9	MONITOR STAND	501-00-64030 Office Supplies	11.87
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-2741727-1	KEYBOARD	100-13-64030 Office Supplies	22.99
Water Utility Fund	2434	US BANK CORPORATE CARD	AMAZON	114-2741727-1	KEYBOARD	500-00-64030 Office Supplies	11.50
Sewer Utility Fund	2434	US BANK CORPORATE CARD	AMAZON	114-2741727-1	KEYBOARD	501-00-64030 Office Supplies	11.49
General Fund	2434	US BANK CORPORATE CARD	ADOBE ACROPRO SUBS	2385398913	ACROBAT PRO FOR CHIEF HEN	100-35-64070 Work Supplies	251.87
Sewer Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	99245257379	FEB 23 - HOODS CREEK BASIN	501-00-65050 Communications Equipm	20.01
Water Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	99245257379	FEB 23 - HOODS CREEK BASIN	500-00-64150 Communication Services	20.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-0116125-0	ENGINEERING; PENS/PENCILS	100-42-64030 Office Supplies	84.31
Water Utility Fund	2434	US BANK CORPORATE CARD	BEST BUY	BBY01-806744	8-PORT NETWORK SWITCH; UT	500-00-64030 Office Supplies	21.99
Sewer Utility Fund	2434	US BANK CORPORATE CARD	BEST BUY	BBY01-806744	8-PORT NETWORK SWITCH; UT	501-00-64030 Office Supplies	22.00
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101	FEB 23 INTERNET AND PHONE	500-00-64150 Communication Services	154.38
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101	FEB 23 INTERNET AND PHONE	501-00-64150 Communication Services	154.39
General Fund	2434	US BANK CORPORATE CARD	PATS SERVICES INC.	968378	PUMP HOLDING TANK	100-41-62100 Contracted Services	240.00
General Fund	2434	US BANK CORPORATE CARD	OSHKOSH FAIRFIELD	029509	SGT GARDINER HOTEL TRAINI	100-30-51300 Education/Training/Confe	196.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-1653089-0	KEURIG FOR OFFICE	100-30-64030 Office Supplies	122.15
Capital Projects Fun	2434	US BANK CORPORATE CARD	WASP BARCODE TECHNOLOGI	522301608	WASP BARCODE PRINTER EVI	400-75-65025 PSB-VILLAGE SOURCE	1,257.40
General Fund	2434	US BANK CORPORATE CARD	THE CARY COMPANY	710718535267	GARBAGE CAN LIDS	100-70-64070 Work Supplies	1,082.43
General Fund	2434	US BANK CORPORATE CARD	ZOOM	713319000840	FEB-23; VIDEO CONFEREENCI	100-60-61000 Professional Services	29.98
Total US BANK CORPORATE CARD:							43,428.06
Grand Totals:							43,428.06

PAYMENTS BY FUND

Capital Projects Fund	\$ 1,257.40
Donation Fund	7,920.92
General Fund	32,766.46
Sewer Utility Fund	698.44
Stormwater Utility Fund	45.98
Water Utility Fund	738.86
TOTALS	\$43,428.06

ORDINANCE NO. 2023-03

**AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP
ADOPTED UNDER SECTION 16-2-3 OF THE CODE OF ORDINANCES OF THE
VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE ±11.3 ACRES FROM
A-2, AGRICULTURAL DISTRICT TO B-3, HIGHWAY BUSINESS DISTRICT FOR THE
THREE PROPERTIES LOCATED ON 7 1/2 MILE ROAD, PARCEL ID NOS. 104-04-22-06-
019-016, 104-04-22-06-019-030, & 104-04-22-06-019-010, VILLAGE OF CALEDONIA,
RACINE COUNTY, WI., ERIC ROSS, OWNER**

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

- A. The request to rezone ±11.3 acres from A-2, Agricultural District, to B-3, Highway Business District for the properties located on 7 1/2 Mile Road, Village of Caledonia, Racine County, WI. Eric Ross, Applicant and Owner; Parcel Nos.: 104-04-22-06-019-016, 104-04-22-06-019-030, 104-04-22-06-019-010, which are legally described on the attached **Exhibit A** is approved for the following reasons:

1. Due to the subject property's proximity to other parcels zoned B-3, commercial uses should be encouraged in this area.
2. The proposed rezoning is in accord with the 2035 Comprehensive Plan Land Use designation of commercial for the subject property.

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

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

The land comprising the rezone ±11.3 acres located on 7 1/2 Mile Road directly west of 8420 CTH V, Village of Caledonia, Racine County, WI, with Parcel Nos.: 104-04-22-06-019-016, 104-04-22-06-019-030, 104-04-22-06-019-010, which are legally described on the attached **Exhibit A** shall be rezoned from A-2, Agricultural District, to B-3, Highway Business District.

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

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

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs

Village President

Attest: _____

Joslyn Hoeffert

Village Clerk

Exhibit A:
Plat of Survey with Legal Description
Parcel ID Nos. 104-04-22-06-019-016, 104-04-22-06-019-030, 104-04-22-06-019-010

LEGAL DESCRIPTION

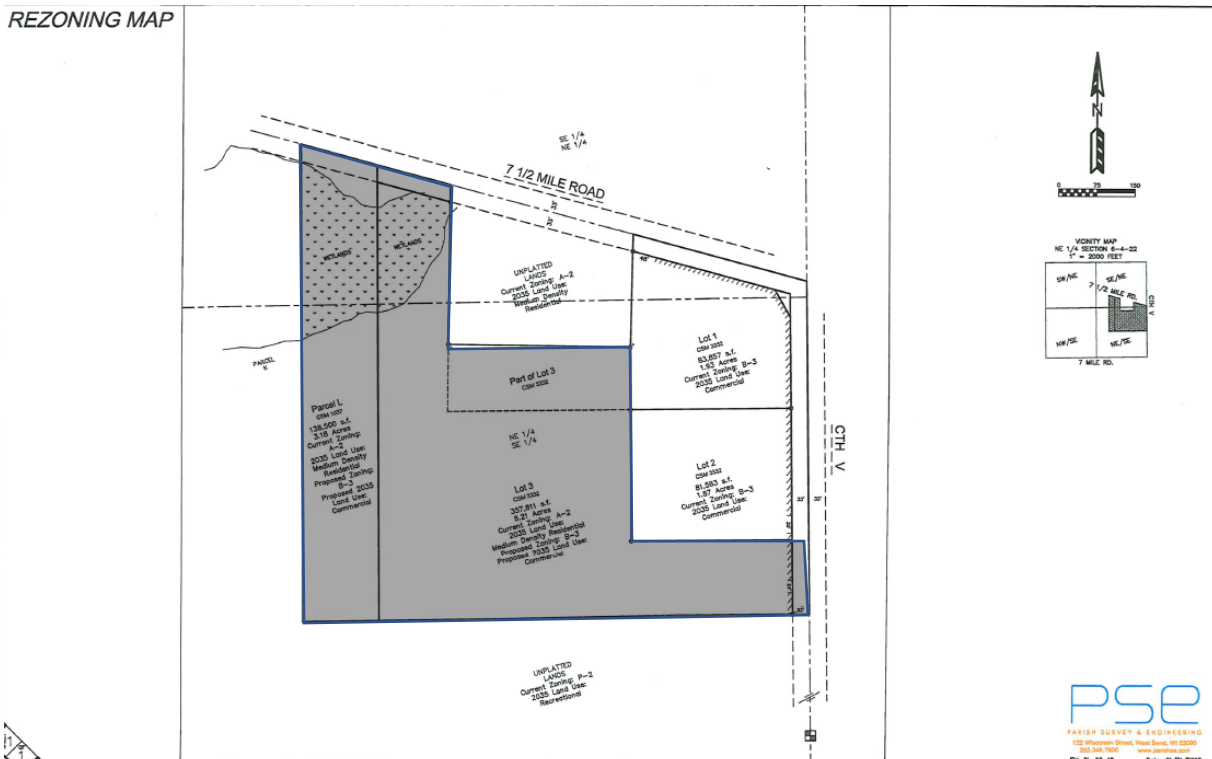
LOT L OF CERTIFIED SURVEY MAP 1037, RECORDED AS DOCUMENT I 134243, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

LOT 3 OF CERTIFIED SURVEY MAP 3332, RECORDED AS DOCUMENT 2511326, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

PART OF LOT 3 OF CERTIFIED SURVEY MAP 3332, RECORDED AS DOCUMENT 2511326, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP 3332; THENCE SOUTH 89°23' 15" WEST, 358.50 FEET, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 00°35'39" EAST, 131.96 FEET, ALONG THE SOUTHERLY EXTENSION OF THE NORTHEAST LINE OF SAID LOT 3 TO THE NORTH INNER CORNER OF SAID LOT 3; THENCE SOUTH 89°05'02" EAST, 356.31 FEET, ALONG THE NORTH LINE OF SAID LOT 3 TO THE ANGLE POINT IN THE WEST LINE OF SAID LOT 1; THENCE SOUTH 00°23'51" EAST, 122.42 FEET, ALONG THE SOUTHWEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINS 45,452 SQUARE FEET // 1.0434 ACRES, MORE OR LESS.



ORDINANCE NO. 2023-04

**AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP
ADOPTED UNDER SECTION 16-2-3 OF THE CODE OF ORDINANCES OF THE
VILLAGE OF CALEDONIA APPROVING A REQUEST TO REZONE ±4.2 ACRES FROM
R-4, SINGLE FAMILY RESIDENTIAL DISTRICT TO I-1, INSTITUTIONAL DISTRICT
FOR THE PARCEL LOCATED AT 10402 NORTHWESTERN AVENUE, PARCEL ID NO.
104-04-22-33-075-000, VILLAGE OF CALEDONIA, RACINE COUNTY, WI.,
FAITHBRIDGE INC., OWNER**

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

- A. The request to rezone ±4.2 acres from R-4, Single Family Residential District, to I-1, Institutional District for the property located at 10402 Northwestern Avenue, Village of Caledonia, Racine County, WI. Faithbridge Inc., Owner; Parcel No.: 104-04-22-33-075-000, which is legally described on the attached **Exhibit A** is approved for the following reason:

1. The I-1 Zoning District is consistent with the current use as a church.
2. That the rezoning is consistent with the Village's 2035 Comprehensive plan.

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

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

The land comprising the rezone ±4.2 acres located at 10402 Northwestern Avenue, Village of Caledonia, Racine County, WI, with Parcel No.: 104-04-22-33-075-000, which is legally described on the attached **Exhibit A** shall be rezoned from R-4, Single Family Residential District, to I-1, Institutional District.

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

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

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs

Village President

Attest: _____

Joslyn Hoeffert

Village Clerk

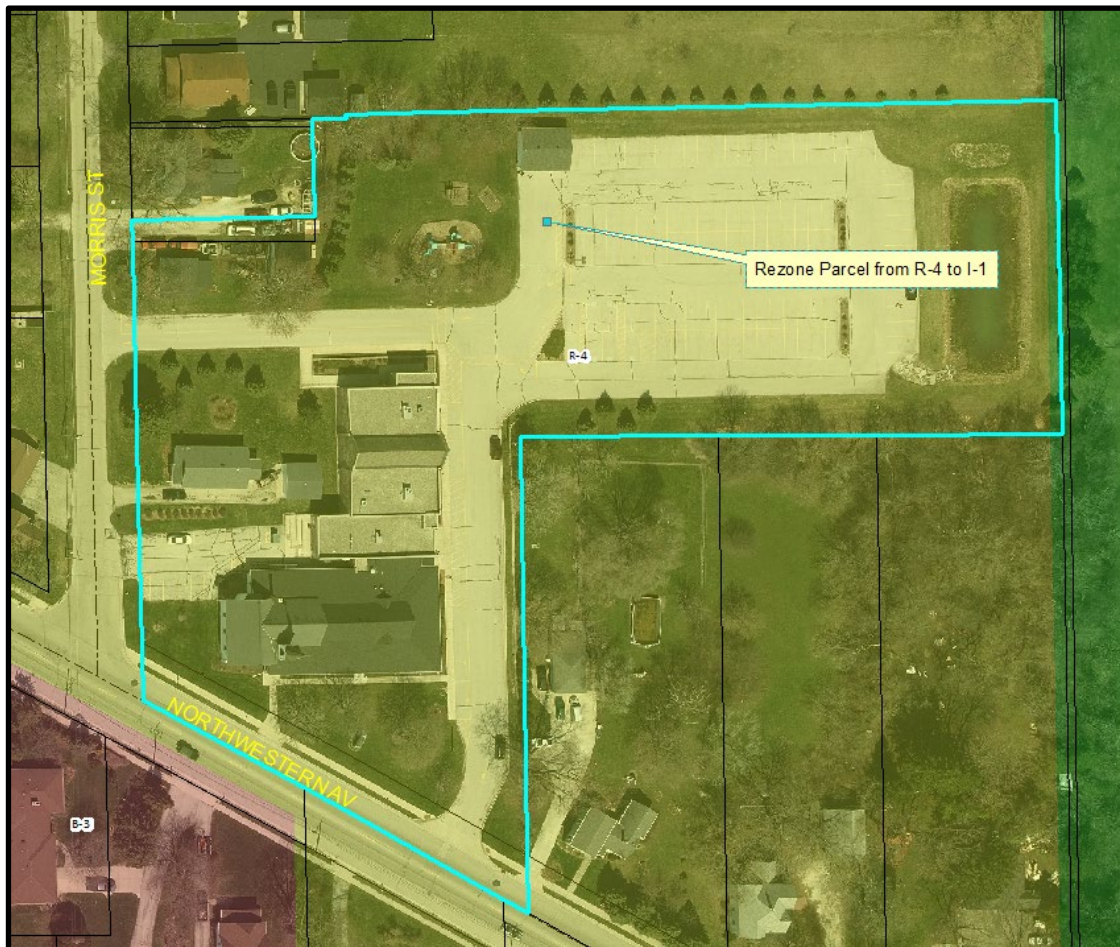
Exhibit A:
Plat of Survey with Legal Description
Parcel ID Nos. 104-04-22-06-019-016, 104-04-22-06-019-030, 104-04-22-06-019-010

LEGAL DESCRIPTION

A part of the Southwest¼ of Section 33, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of Certified Survey Map (CSM) No. 1884 also being on the East right-of-way of Morris Street; thence South 89°23'02" East along the South line of said CSM No. 1884, a distance of 121.25 feet to the Point of Beginning; thence continuing South 89°23'02" East along the South line of said CSM No. 1884, a distance of 20.00 feet to a jog in the said South line; thence North 01°39'52" West along the said South line of CSM No. 1884, a distance of 2.92 feet to a jog in the said South line; thence South 89°42'35" East along the said South line, a distance of 470.89 feet to the Southeast corner of said CSM No. 1884; thence South 00°17'01" West, a distance of 220.11 feet; thence North 89°56'51" West, a distance of 364.34 feet; thence South 00°21'12" West, a distance of 313.19 feet to the centerline of Northwestern Avenue; thence North 59°34'14" West along the said centerline, a distance of 283.65 feet to a point on the East right-of-way line of Morris Street extended southerly; thence North 00°00'32" West along the said East right-of-way line of Morris Street and said line extended southerly, a distance of 315.36 feet; thence South 88°48'23" East, a distance of 119.62 feet; thence North 01°13'54" East, a distance of 76.20 feet to the Point of Beginning.

Said Parcel contains a total of 185,293 square feet or 4.254 acres more or less.



ORDINANCE NO. 2023-05

AN ORDINANCE ADOPTING AN AMENDMENT TO THE MULTI-JURISDICTIONAL COMPREHENSIVE PLAN FOR RACINE COUNTY: 2035 AS IT PERTAINS TO THE VILLAGE OF CALEDONIA UNDER SECTION 13-2-1 OF THE VILLAGE'S CODE OF ORDINANCES BY CREATING SECTION 13-2-2(T) ADDING AN AMENDMENT TO THE VILLAGE'S COMPREHENSIVE PLAN AND AFFECTING LOTS 1 AND 3 OF CSM 3332 AND LOT L OF CSM 1037, PARCEL ID NOS. 104-04-22-06-019-016, 104-04-22-06-019-030, & 104-04-22-06-019-010, VILLAGE OF CALEDONIA; CONTAINING 9.0 ACRES, MORE OR LESS; FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL; ERIC ROSS, OWNER

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

1. That pursuant to Section 61.35 of the Wisconsin Statutes, the Village of Caledonia is authorized to prepare and adopt a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

2. That the Village Board, by the enactment of Ordinance No. 2009-07, created Section 13-2-1 of the Municipal Code of Ordinances and formally adopted the document titled "A Multi-Jurisdictional Comprehensive Plan for Racine County: 2035" as the Village Comprehensive Plan, and incorporated said plan into Section 13-2-1. The Village Board subsequently created Section 13-2-2 to track approved amendments to the Plan.

3. The Village published and posted a Class 1 public notice and held a public hearing regarding the plan amendment on March 27, 2023.

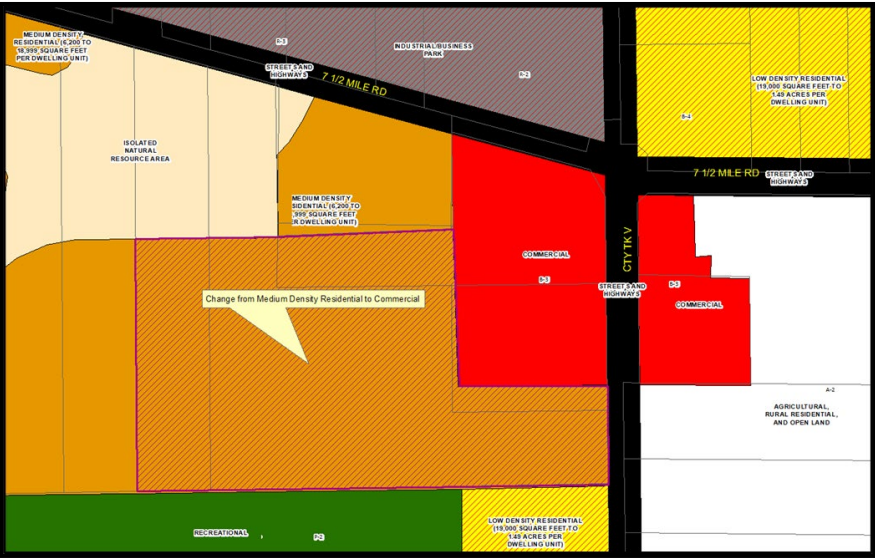
4. That the Plan Commission, by a unanimous vote of the entire Commission voted at a meeting held on March 27, 2023, after a public hearing, adopted Plan Commission Resolution 2023-001, amending the land use designation of three parcels with Parcel ID Nos. 104-04-22-06-019-016, 104-04-22-06-019-030, & 104-04-22-06-019-010; Lots 1 and 3 of Certified Survey Map No. 3332 and Lot L of CSM No. 1037, Village of Caledonia, Racine County, WI. These vacant lots, located along 7 ½ Mile Road contains 13.0 acres, more or less; Eric Ross, Owner; changing the Land Use Map category from Medium Density Residential to Commercial on the Village land use plan map adopted by the Village Board as part of the multi-jurisdictional comprehensive plan.

5. The Village Board of the Village of Caledonia hereby adopts the proposed Comprehensive Plan amendment for the Village of Caledonia, for the following reasons:

- a) This land use amendment is compatible with the land use classifications of surrounding properties.
- b) This Land Use Plan amendment will lay the foundation for rezoning of the subject property to the B-3, Highway Business District.

6. That Section 13-2-2(t) of the Municipal Code for the Village of Caledonia be, and hereby is, created to read as follows:

“(t) Amendment to the land use categories on Map 3 entitled “Recommended Land Use Plan for the Village of Caledonia: 2035” Parcel ID Nos. 104-04-22-06-019-016, 104-04-22-06-019-030, & 104-04-22-06-019-010; Lots 1 and 3 of Certified Survey Map No. 3332 and Lot L of CSM No. 1037, Village of Caledonia, Racine County, WI. The vacant lots located on 7 1/2 Mile Road containing 9.0 acres, more or less, changing the land use plan map category for this land from Medium Density Residential to Commercial on the Village Land Use Plan Map adopted by the Village Board as part of the multi-jurisdictional comprehensive plan as shown below bordered in pink.



7. The Village Clerk is directed to send a copy of this ordinance and the plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.
8. That after a sufficient number of land use plan amendments have occurred, the Village Clerk shall cause the land use map of the Comprehensive Plan to be updated to reflect the amendment herein.
9. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Village Clerk

RESOLUTION NO. 2023-26

A RESOLUTION OF THE VILLAGE OF CALEDONIA TO APPROVE A MASTER SIGN PLAN FOR A COMMERCIAL BUILDING FOR THE PARCEL LOCATED AT 3516 TEN POINT LANE IN THE VILLAGE OF RAYMOND UNDER THE COOPERATIVE PLAN DATED NOVEMBER 12, 2009 BETWEEN THE VILLAGE OF CALEDONIA AND THE VILLAGE OF RAYMOND UNDER SEC. 66.0307, WIS. STATS.

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

WHEREAS, The Cooperative Plan dated November 12, 2009 between the Village of Caledonia and the Village of Raymond gives the Village of Caledonia authority to approve or deny requests for amendments to the Village of Raymond Land Use Plan and requests to rezone property, conditionals uses, sign plans, and certified survey maps if within the jurisdictional area of the Cooperative Plan;

WHEREAS, Gateway Industrial Power Inc., Agent, requested approval of a master sign plan for the commercial building located at 3516 Ten Point Lane, Parcel ID No. 168-04-21-25-004-030 in the Village of Raymond. This tract of land is within the jurisdictional area of the Cooperative Plan giving the Village of Caledonia approving authority; and

WHEREAS, the Village of Raymond has approved the sign plan for the commercial building and the Village of Caledonia Plan Commission has recommended approval of the master sign plan for the following reasons:

1. The proposed number, height and size of signs are permissible through the sign plan review process.
2. The proposed wall sign will not create sign clutter or confusion along the freeway corridor.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the requested master sign plan as set forth above is hereby approved, subject to the same conditions imposed by the Village of Raymond, as being consistent with the intent and requirements of the Cooperative Plan.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2023-27

A RESOLUTION OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±528 SQUARE-FOOT STORAGE BUILDING FOR THE PROPERTY LOCATED AT 6025 DOUGLAS AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; DAVID CECCHINI, APPLICANT, S&P HOLDINGS LLC, OWNERS

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

WHEREAS, David Cecchini, Applicant, has requested a site, building, and operations plan to construct a ±528 square-foot storage building for property located at 6025 Douglas Avenue, Parcel ID Nos. 104-04-23-18-175-000, 104-04-23-18-177-000, 104-04-23-18-181-000, Village of Caledonia, Racine County, WI; and,

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

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

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2023-28

**A RESOLUTION OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A
CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A COMMERCIAL TRAILER
(NOT SEMI-TRACTOR TRAILER) SALES BUSINESS WITH OUTDOOR STORAGE OF
RELATED COMMERCIAL EQUIPMENT AND MATERIALS FOR THE PARCEL LOCATED AT
12333 7 ½ MILE ROAD, CALEDONIA, ERIC ROSS, APPLICANT, ROSS HOLDINGS LLC,
OWNER**

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

WHEREAS, Eric Ross requested a conditional use permit to operate a commercial trailer (not semi-tractor trailers) sales business with outdoor storage of related equipment and materials for the parcel located at 12333 7 ½ Mile Road, Ross Holdings LLC, Owner; Parcel ID No.: 104-04-22-06-019-010.

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

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

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

Exhibit A:

Conditions and Restrictions

Applicant: Eric Ross
Property Address(es): CTH V
Parcel ID No.: 104-04-22-06-019-010

Approved by Plan Commission: 3/27/2023
Approved by Village Board: _____
Resolution No.: _____

1. LEGAL DESCRIPTION

Lot 1 of CSM No. 3332 being located in the SE ¼ of the NE ¼ of Section 6 and the NE ¼ of the SE ¼ of Section 6, Township 4 North, Range 22 East in the Village of Caledonia, County of Racine, State of Wisconsin.

Part of Lot 3 of CSM No. 3332, recorded as document 2511326, being part of the northeast ¼ of the southeast ¼ of Section 6, Township 4, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin, described as follows:

Beginning at the southwest corner of Lot 1 of said CSM No. 3332; thence south 89°23'15" west, 358.50 feet, along the westerly extension of the south line of said Lot 1; thence north 00°35'39" east, 131.96 feet, along the southerly extension of the northeast line of said Lot 3 to the northern corner of said Lot 3; thence south 89°05'02", 356.31 feet, along the north line of said Lot 3 to the angle point in the west line of said Lot 1; thence south 00°23'51" east, 122.42 feet along the southwest line of said Lot 1 to the point of beginning.

Contains 45, 452 square feet // 1.0434 acres, more or less.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the Village of Caledonia Municipal Code are in effect and apply to this conditional unless modified as set forth herein.
- B. The conditional use as set forth in the application, narrative, and site plans received March 27, 2023 are incorporated hereby by reference and shall be modified to comply with these conditions and restrictions.
- C. A precise detailed site plan for the area affected by the conditional use, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

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

- n) Location(s) and details of proposed fences/gates

Exhibit A:

Conditions and Restrictions

2) Landscape Plan

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

3) Building Plan

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

4) Lighting Plan

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

5) Grading, Drainage and Stormwater Management Plan

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

6) Fire Protection

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

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed in the B-3, Highway Business zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code.
- B. Operation of a commercial landscape contractor business with outdoor storage of equipment and related materials is permitted.
 - i. Outdoor storage shall be limited to areas identified in the approved site plan.
 - ii. Outdoor storage of recreational vehicles, trailers, boats, or other equipment unrelated to the business is prohibited.
- C. Operation of a commercial trailer sales (not semi-tractor trailers) business with outdoor storage of trailers is permitted.
 - i. Outdoor storage of commercial trailers (not semi-tractor trailers) shall be limited to the rear yard of the property located to the west of the principal building.
 - ii. Street yard display of commercial trailers (not semi-tractor trailers) or equipment is prohibited.
- D. Solid waste collection and recycling shall be the responsibility of the applicant.
- E. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way.

4. PARKING AND ACCESS

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

5. LIGHTING

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

6. SETBACKS

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

Exhibit A: Conditions and Restrictions

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

7. TIME OF COMPLIANCE

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

8. OTHER REGULATIONS

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

9. STORMWATER

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

10. FIRE DEPARTMENT APPROVAL

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

11. CALEDONIA SEWER AND WATER UTILITY DISTRICTS

Applicant must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required. The site is not located within the Caledonia Sewer and Water Service Area. Due to sanitary sewer and watermain not being available, a declaration of restrictive covenants document will need to be executed by the owner prior to any building permits being issued. All buildings shall connect to public sanitary sewer and water when available.

12. SIGNAGE

The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Please contact Village Zoning staff for advertising sign regulations and permit procedures. Banners, balloons, flashing or animated signs are prohibited.

13. NO ACCUMULATION OF REFUSE AND DEBRIS

Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.

Exhibit A:

Conditions and Restrictions

14. PROPERTY MAINTENANCE REQUIRED

A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.

15. PERFORMANCE STANDARDS

The applicant must comply with the provisions of Title 16, Chapter 10, Section 4 of the Municipal Code, as adopted by the Village of Caledonia and any conditions established by subsequent Conditional Use Approvals.

16. ACCESS

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

17. COMPLIANCE WITH LAW

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

18. REIMBURSE VILLAGE COSTS

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

19. AMENDMENTS TO CONDITIONAL USE

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

20. BINDING EFFECT

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

21. VIOLATIONS & PENALTIES

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

22. REVOCATION

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

Exhibit A:

Conditions and Restrictions

23. AGREEMENT

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

24. SUBSEQUENT OWNERS

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

RESOLUTION NO. 2023-29

**A RESOLUTION OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A
CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF A COMMERCIALY
LICENSED DAYCARE FACILITY FOR THE PARCEL LOCATED AT 10402 NORTHWESTERN
AVENUE, FAITHBRIDGE INC., OWNER**

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

WHEREAS, Rod Parsons requested a conditional use permit to operate a commercially licensed daycare facility for the parcel located at 10402 Northwestern Avenue, Faithbridge Inc., Owner; Parcel ID No.: 104-04-22-33-075-000.

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

1. The proposed daycare facility is allowed through the conditional use review process.

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

Exhibit A:

Faithbridge Church Conditions and Restrictions

Applicant: Faithbridge Inc.
Property Address(es): 10402 Northwestern Avenue
Parcel ID No.: 104-04-22-33-075-000

Approved by Plan Commission: March 27, 2023
Approved by Village Board: _____

1. LEGAL DESCRIPTION

A part of the Southwest¼ of Section 33, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of Certified Survey Map (CSM) No. 1884 also being on the East right-of-way of Morris Street; thence South 89°23'02" East along the South line of said CSM No. 1884, a distance of 121.25 feet to the Point of Beginning; thence continuing South 89°23'02" East along the South line of said CSM No. 1884, a distance of 20.00 feet to a jog in the said South line; thence North 01°39'52" West along the said South line of CSM No. 1884, a distance of 2.92 feet to a jog in the said South line; thence South 89°42'35" East along the said South line, a distance of 470.89 feet to the Southeast corner of said CSM No. 1884; thence South 00°17'01" West, a distance of 220.11 feet; thence North 89°56'51" West, a distance of 364.34 feet; thence South 00°21'12" West, a distance of 313.19 feet to the centerline of Northwestern Avenue; thence North 59°34'14" West along the said centerline, a distance of 283.65 feet to a point on the East right-of-way line of Morris Street extended southerly; thence North 00°00'32" West along the said East right-of-way line of Morris Street and said line extended southerly, a distance of 315.36 feet; thence South 88°48'23" East, a distance of 119.62 feet; thence North 01°13'54" East, a distance of 76.20 feet to the Point of Beginning.

Said Parcel contains a total of 185,293 square feet or 4.254 acres more or less.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the Village of Caledonia Municipal Code are in effect and apply to this conditional unless modified as set forth herein.
- B. The conditional use as set forth in the application, narrative, and site plans approved December 6, 2021 are incorporated hereby by reference and shall be modified to comply with these conditions and restrictions. A precise detailed site plan for the area affected by the conditional use, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

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

2) Landscape Plan

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

3) Building Plan

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

4) Lighting Plan

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

5) Grading, Drainage and Stormwater Management Plan

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

6) Fire Protection

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

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed in the I-1, Institutional zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code.
- B. Operation of a commercially licensed children's daycare facility.
- C. Solid waste collection and recycling shall be the responsibility of the applicant.
- D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way.

4. PARKING AND ACCESS

The site plan shall include the minimum number of parking stalls and dimensions as outlined in Title 16, Chapter 12 of the Village Zoning Code.

5. LIGHTING

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

6. SETBACKS

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

	Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft	40 ft	40 ft
Accessory Structure	40 ft	10 ft	10 ft
Parking	15 ft	10 ft	10 ft

7. TIME OF COMPLIANCE

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

8. OTHER REGULATIONS

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

9. STORMWATER

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

10. FIRE DEPARTMENT APPROVAL

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

11. CALEDONIA SEWER AND WATER UTILITY DISTRICTS

Applicant must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required. The site is located within the Caledonia Sewer and Water Service Area, but sanitary sewer and watermain are not available at this time. Due to sanitary sewer and watermain not being available, a declaration of restrictive covenants document will need to be executed by the owner prior to any building permits being issued. All buildings shall connect to public sanitary sewer and water when available.

12. SIGNAGE

The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate sign permit prior to installation. Please contact Village Zoning staff for advertising sign regulations and permit procedures. Banners, balloons, flashing or animated signs are prohibited.

13. NO ACCUMULATION OF REFUSE AND DEBRIS

Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.

14. PROPERTY MAINTENANCE REQUIRED

A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust-free condition.

15. PERFORMANCE STANDARDS

The applicant must comply with the provisions of Title 16, Chapter 10, Section 4, Various Performance Standards, as adopted by the Village of Caledonia and any conditions established by subsequent Conditional Use Approvals.

16. ACCESS
The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
17. COMPLIANCE WITH LAW
The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
18. REIMBURSE VILLAGE COSTS
Applicant shall reimburse the Village all costs incurred by the Village for review of this rezoning and PUD Planned Unit Development Overlay District approval including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
19. AMENDMENTS TO CONDITIONAL USE
No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
20. BINDING EFFECT
These conditions bind and are applicable to the Applicant, property owner, successor and assigns, owner's association(s) and any other users of the Property with respect to the uses on the Property.
21. VIOLATIONS & PENALTIES
Any violations of the terms of these conditions and restrictions of this Conditional Use shall be subject to enforcement and the issuance of citations in accordance with Village Code of Ordinances. If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the Village shall have the right to initiate revocation procedures for this Conditional Use, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the Village from commencing an action in Racine County Circuit Court to enforce the terms of this Conditional Use or to seek an injunction regarding any violation of this Conditional Use or any other Village ordinances.
22. REVOCATION
Should an applicant, its heirs, successors or assigns and any other users of the property fail to comply with the conditions and restrictions of the approval issued by the Village Board, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in the Municipal Code.
23. AGREEMENT
The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the Village or terminated by mutual agreement of the Village and the owner, and their subsidiaries, related entities, successors and assigns. Therefore, Faithbridge Inc.; its heirs, successors, and assigns, including all users, future owners, occupants and owner's association(s), are responsible for full compliance with the above conditions.
24. SUBSEQUENT OWNERS
It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2023-30

**RESOLUTION APPROVING AN UPDATED BOND SCHEDULE FOR THE
VILLAGE OF CALEDONIA MUNICIPAL COURT**

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

WHEREAS, §800.037, Stats., provides that the deposit amount for each violation of a municipal ordinance shall be set by the municipal judge and approved by the governing body of the municipality; and,

WHEREAS, the purpose of the deposit, or bond, schedule is to record the amount that a person may post with the municipal court if he or she does not wish to contest a citation—in other words, it is the “fine amount” indicated on the face of a ticket; and,

WHEREAS, the bond schedule for traffic citations is uniform across the state, the bond amount each local, non-traffic ordinance violation must be set by each community within the applicable fine range set forth in the municipality’s code of ordinances; and,

WHEREAS, the Caledonia Municipal Court Judge has reviewed and approved the deposit amounts set forth in the attached Caledonia Municipal Bond Schedule which incorporates updated deposit amounts for Title 16 ordinance violations; and,

WHEREAS, the Village Board has reviewed and hereby also approves of the deposit amounts set forth in the attached Caledonia Municipal Bond Schedule;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Caledonia Municipal Bond Schedule attached hereto be, and hereby is, approved; and,

BE IT FURTHER RESOLVED, that the Village Police Department shall begin using the updated Municipal Bond Schedule with respect to citations issued on and after April 12, 2023, or as soon thereafter as possible.

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

VILLAGE OF CALEDONIA

By: _____
James Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

ORD #	DESCRIPTION	TOTAL
PUBLIC SAFETY		
5-1-4	Impeding Fire Equipment	
	First Offense	\$218.50
	Second Offense	\$376.00
5-1-7	a) Driving Over Fire Hose	\$218.50
	b) Parking Near Fire Hydrants	\$98.80
	c) No Parking Near Fire	\$98.80
5-1-9	Failure to Assist	\$218.50
5-1-10	Fail to Yield Right of Way	\$218.50
5-1-12	Burning Construction Debris	\$218.50
5-2-20	Failure to Notify Fire Dept of Burn	\$376.00
	b) Violation of Open Burn Restrictions	\$376.00
	d) (1) Nuisance Burn	\$376.00
	d) (3) Burning by Business Prohibited	\$376.00
	e) Unmanageable Fire	\$376.00
	f) (1) Burning Before/After Hours	\$376.00
	f) (5) Unattended Burning Violation	\$218.50
5-8-9	False Alarms (Police and Fire)	
	e) Alarm System Violation	\$218.50
	f) Failure to Pay Alarm Fees	\$218.50
PUBLIC WORKS		
6-2-1	Trees and Shrubbery	
	a) Obstruct Intersections	\$300.40
	b) Obstruction of signs	\$300.40
	d) Trees on Adjacent to Hwy	\$300.40
	e) Cutting/Injuring Trees on Hwy	\$300.40
	f) Fences	\$300.40
6-2-3	Deposit of Rubbish/Stones on Hwy Right of Way	\$300.40
6-2-5	Deposit of Snow on Public Property	
	a) Snow/Ice Not to Encroach	\$300.40
	b) Continued Violations (Every 24 hours)	\$457.90
REGULATION AND LICENSING		
7-1-3	Issuance of Dog Licenses and Permits	
	a) Failure to Obtain Dog License	\$98.80
	b) Failure to Obtain Kennel License	\$98.80
7-1-5	Animal Bites	
	e) Failure to Quarantine Animal	\$313.00
7-1-6	Animal Restrictions	
	b) Vicious Dogs/Animals	\$142.90
	c) Dog at Large	\$142.90
	2nd Violation in 1 year	\$218.50
	3rd Violation in 1 year	\$300.40
7-1-10	Animal Feces	
	a) Dog Litter Nuisance	\$124.00
7-1-11	Injury to Property by Animal	\$124.00
7-1-12	Barking Dog/Crying Cat	

	1st Violation	\$111.40
	2nd Violation	\$155.50
7-1-15	Proper Food/Water for Animal	\$142.90
7-1-16	Proper Shelter for Animal	\$142.90
7-1-17	Neglected/Abandoned Animal	\$205.90
7-1-18	Cruelty to Animals	\$205.90
7-1-19	Trapping Animals	\$142.90
7-1-20	Dognapping/Catnapping	\$205.90
7-1-24	Care of Horses	
	c) Shelters/Pastures	\$142.90
	d) Stalls/Barns	\$142.90
	e) Food and Water	\$142.90
	f) Defects, Sick, Lamé	\$142.90
7-1-25	Limitation on Number of Dogs	\$142.90
7-1-26	Chicken Violations	\$187.00
7-2-3	Fermented Malt/Intoxicating Beverage - License Violation	\$300.40
7-2-15	Tavern Closing Hours Violation	\$376.00
7-3-1	Cigarette - License Violation	\$218.50
7-3-2	Sale of Non-Intoxicating Beverages	\$142.90
7-3-3	Sale of Soda Water	\$142.90
7-4-1	Failure to Obtain Transient Permit	\$376.00
7-5-2	Mobile Homes/Parks	\$300.40
7-6-1	Regulation of Fireworks	\$124.00
7-8-2	Junk Dealers, Storage, MV Salvage	\$180.70
7-9-3	Massage Establishment	\$376.00
7-9-15	Massage Tech Permit	\$376.00
7-10-3	Explosive Materials & Blasting	\$376.00
7-11-5	Non-Metallic Mining	\$376.00
7-12-3	Amusement Parks	\$457.90
7-13-2	Asphalt, Tar Mix Plants, Concrete Ready Mix Plants, Target Ranges	\$457.90
7-14-1	Tattooing	\$457.90
HEALTH AND SANITATION		
8-1-1	Deposit Harmful Substances	\$218.50
8-1-2	Noxious Weeds	
	a) First Offense	\$124.00
	b) Second Offense	\$187.00
	c) Third Offense	\$313.00
	d) Fourth and Subsequent	\$439.00
8-1-4	Length of Lawn and Grasses - Residential/Commercial	
	a) First Offense	\$124.00
	b) Second Offense	\$187.00
	c) Third Offense	\$313.00
	d) Fourth and Subsequent	\$439.00
8-1-5	Disposal Human/Liquid Waste	\$218.50
8-1-6	Discharge of Unpolluted Waters into Sanitary Sewers	\$218.50
8-1-7	Dumping/Storage of Rubbish	\$218.50
8-1-8	Private Well Registration/Well Abandonment	\$376.00
8-2-1	Cleanup of Spilled/Accidentally Discharged Wastes	\$218.50
8-2-2	Storage of Polluting Substances	\$218.50

8-3-1	Garbage Nuisance	\$124.00
8-4-1	Holding Tanks	
	a) First Offense	\$691.00
	b) Second Offense	\$1,321.00
PUBLIC UTILITIES		
9-2-4	Disruption of Drainage Prohibited	\$376.00
9-2-9	Illicit Discharges and Connections	\$376.00
9-2-10	Post Construction Storm Water Management	\$376.00
9-4-12	Sewer Utility District Violations	\$376.00
MOTOR VEHICLES AND TRAFFIC (** indicates parking violation)		
10-1-1	State Traffic Laws Adopted	State bond book
10-1-2	State Administrative Code Adopted	State bond book
10-1-4	Vehicle Registration	State bond book
10-1-5	School Bus Violation	State bond book
10-1-7	Restrictions on Parking**	
	a) Posted Limitations**	\$30.00
	b) Parking Trucks on Town Roads**	\$40.00
10-1-8	Temporary Parking for Special Events**	\$30.00
10-1-9	Parking Prohibited**	\$30.00
10-1-10	Disabled Parking**	\$150.00
10-1-11	Leaving Keys in Vehicle	\$73.60
10-1-13	Winter Parking**	\$20.00
10-1-14	Snow Emergency Parking**	\$40.00
10-1-18	Storage of Junk Vehicles on Public Street or Public Parking Facility	\$142.90
10-1-21	Motor Vehicle Conduct Prohibited	
	a) Unnecessary Noise	\$187.00
	b) Unnecessary Smoke	\$187.00
	c) Unnecessary Acceleration (ONLY for Debris Thrown on Person/Property)	\$187.00
	f) Parking Posted Public or Private Property**	\$30.00
	g) Negligent Operation of MV	\$457.90
10-1-22	Motor Vehicle on Pedestrian Ways	\$300.40
10-1-23	Highways Closed to Traffic	\$300.40
10-1-24	Trains Obstructing Highway	\$457.90
10-2-2	Bike Lighting Equipment	State bond book
10-2-3	Rules of Road- Bike	State bond book
10-2-4	Play Vehicles on Roadway	\$98.80
10-3-1	State Snowmobile Laws	State bond book
10-3-3	Snowmobile Off Road Restrictions	\$124.00
10-3-4	Snowmobile Operator Restrictions	\$124.00
10-4-1	State All Terrain Vehicle Laws Adopted	State bond book
10-5-1	Abandoned Vehicle on Public or Private Property	\$142.90
10-5-8	Junk Vehicles/Appliances on Private Property	\$218.50
11-1-1 OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE		
29.288	Throwing Refuse in Water	\$300.40
48.983	Use of Tobacco Products	\$79.90
50.58	Careless Smoking	\$457.90

118.163	Truancy	\$98.80
167.10	Fireworks Regulated	\$180.70
175.25	Storage of Junk Vehicles	\$180.70
939.05(2)(b)	Aiding and Abetting	\$300.40
940.19(1)	Battery	\$457.90
940.291	Failure of Police Officer to Render Aide	\$457.90
941.01	Negligent Operation of Motor Vehicle	\$457.90
941.10	Negligent Handling of Burning Materials	\$457.90
941.12(2),(3)	Interfering with or Failing to Assist Firefighting	\$457.90
941.13	False Alarms/Interference with Firefighting	\$457.90
941.20(1)	Reckless Use of Weapon	\$457.90
941.23	Carrying Concealed Weapon	\$457.90
941.235	Carrying Firearm in Public Building	\$457.90
941.24	Possession of Switchblade	\$457.90
941.35	Emergency Telephone Calls	\$457.90
941.36	Fraudulent Tapping of Electric Wires/Gas/Water/Meters/Pipes	\$457.90
941.37(1),(2)	Obstructing Emergency Rescue Personnel	\$457.90
942.05	Opening Letters	\$457.90
943.01(1)	Criminal Damage to Property	\$457.90
943.11	Entry Into Locked Vehicle	\$457.90
943.125	Entry Into Locked Coin Box	\$457.90
943.13	Trespass to Land	\$218.50
943.14	Trespass to Dwelling	\$457.90
943.145	Criminal Trespass to Medical Facility	\$457.90
943.15	Entry Into Locked Site	\$457.90
943.20(3)(a)	Theft of Property	\$457.90
943.21(3)(a)	Fraud on Innkeeper	\$457.90
943.22	Cheating Tokens	\$457.90
943.23(4),(5)	Operating Vehicle w/o Owner's Consent	\$457.90
943.34(1)(a)	Receiving Stolen Property	\$457.90
943.37	Alteration of Property ID Marks	\$457.90
943.38(3)	Forgery	\$457.90
943.41	Credit Card Crimes	\$457.90
943.50(4)(a)	Retail Theft	\$457.90
943.55	Removing Shopping Cart	\$457.90
944.15	Fornication	\$457.90
944.20	Lewd/Lascivious Behavior	\$457.90
940.21	Obscene Material or Performance	\$457.90
944.23	Making Lewd, Obscene, Indecent Drawings	\$457.90
944.30	Prostitution	\$457.90
944.31	Patronizing Prostitutes	\$457.90
944.33	Pandering	\$457.90
944.36	Solicitation of Drinks Prohibited	\$457.90
945.02	Gambling	\$457.90
946.40	Refusing to Aid Officer	\$457.90
946.41	Resisting/Obstructing Officer	\$457.90
946.42(2)	Escape	\$457.90
946.46	Encouraging Violation of Probation	\$457.90
946.69	Falsely Assuming to Act as Public Officer or Employee	\$457.90
946.70	Impersonating Peace Officer	\$457.90

946.72(2)	Tampering with Public Records/Notices	\$457.90
947.01	Disorderly Conduct	\$457.90
947.012	Unlawful Use of Phone	\$457.90
947.013	Harassment	\$457.90
947.047	Littering Shores	\$457.90
947.06	Unlawful Assemblies	\$457.90
948.09	Sexual Intercourse with Child Age 16 or older	\$457.90
948.10	Exposing a Sex Organ	\$457.90
948.11(1)(b)	Exposing a Child to Harmful Material	\$457.90
948.40	Contributing to Delinquency of Child	\$457.90
948.51(3)(a)	Hazing	\$457.90
948.60	Possession of Dangerous Weapon by Child	\$457.90
948.61(2)(a)	Dangerous Weapon on School Grounds	\$457.90
948.63	Receiving Property from a Child	\$457.90
951.015	Construction/Application	\$376.00
951.02	Mistreating Animals	\$376.00
951.03	Dognapping/Catnapping	\$376.00
951.04	Leading Animals from a Motor Vehicle	\$376.00
951.05	Transportation of Animal	\$376.00
951.06	Use of Poisonous and Controlled Substances	\$376.00
951.07	Use of Certain Devices Prohibited	\$376.00
951.08	Instigating Fights Between Animals	\$376.00
951.09	Shooting at Caged or Staked Animals	\$376.00
951.10	Sale of Baby Rabbits, Chicks, or other Fowl	\$376.00
951.11	Artificially Colored Animals; Sale	\$376.00
951.13	Providing Proper Food/Drink to Confined Animals	\$180.70
951.15	Animals; Neglected or Abandoned	\$376.00
OFFENSES AND NUISANCES		
11-2-1	Use and Discharge of Firearms Regulated	
	b) Prohibited on Use and Discharge of Firearms	\$218.50
11-2-2	Concealed Weapons Prohibited	\$457.90
11-2-3	Damage to Signs, Guide Boards, Markers	\$218.50
11-2-4	Harassing/Obscene Phone Calls	\$457.90
11-2-5	Sale/Discharge of Fireworks	\$376.00
11-2-6	Obstructing Streets/Sidewalks Prohibited	\$376.00
11-2-7	Loitering Prohibited	
	b) Public Property	\$98.80
	c) Private Property	\$98.80
	d) Underage Persons Where Alcohol is Dispensed	\$98.80
	e) Loitering/Prowling	\$98.80
11-2-8	Loud and Unnecessary Noise	\$300.40
11-2-9	Disorderly Conduct	
	a) Disorderly Conduct Prohibited	\$376.00
	b) DC with Motor Vehicle (Excessive Acceleration Noise-Tires, Engine or Exhaust)	\$376.00
	c) Defecating/Urinating in Public	\$457.90
11-2-10	Possession of Controlled Substance	
	a) Controlled Substances	\$457.90
	b) Possession of Marijuana	\$457.90
11-2-11	Unauthorized Presence on School Property Prohibited	

	a) Unauthorized Presence	\$300.40
	b) DC on School Property	\$300.40
	c) Loitering	\$300.40
	d) Possession of Liquor	\$457.90
11-2-12	Failure to Obey Officer	\$457.90
11-2-13	Truancy	
	b) Habitual Truancy	
	a) First Offense	\$124.00
	b) Second Offense	\$187.00
	c) Truancy	
	a) First Offense	\$124.00
	b) Second Offense	\$187.00
11-2-14	Improper Use of 911	\$457.90
11-2-15	Drug Paraphernalia	
	c) Prohibited Activities	
	(1) Possession	\$457.90
	(2) Manufacture/Sale	\$457.90
11-2-16	Sex Offender Residency Restrictions	\$457.90
11-2-17	Prohibited Conduct Of Designated Sex Offender	\$457.90
11-3-1	Destruction of Property	\$457.90
11-3-2	Littering Prohibited	\$376.00
11-3-3	Abandoned Refrigerators	\$218.50
11-3-4	Retail Theft < \$100	\$313.00
11-3-5	Interference with Cable	\$457.90
11-3-6	Issuance of Worthless Check	\$457.90
11-3-7	Theft of Library Material	\$457.90
11-3-8	Damaging Coin Machines	\$457.90
11-3-9	Damage to Public Property	\$457.90
11-3-10	Cemetery Regulations	
	c) Specific Regulations	
	(1) Disturbing Property	\$300.40
	(2) Protection of Cemetery Property	\$300.40
	(3) Motor Vehicles	\$300.40
	(4) Speed Limit	\$300.40
	(5) Parking	\$300.40
	(6) Littering	\$300.40
	(7) Pets	\$300.40
	(8) Sound Devices	\$300.40
	(9) Authorized Notices	\$300.40
	(10) Loitering	\$300.40
	(11) Alcoholic Beverages	\$300.40
	(12) Play Vehicles	\$300.40
	(13) Presence Prohibited During Nighttime Hours	\$300.40
11-3-11	Theft <\$500	\$457.90
11-3-12	Damage to Railroads	\$457.90
11-3-13	Trespassing on Railroads	\$300.40
11-3-14	Vandalism-Graffiti Related	\$2,500.00
11-4-1	Alcoholic Beverages in Public	
	a) Alcoholic Beverages	
	(1) Regulations	\$300.40

	(2) Private Property	\$300.40
	(3) Leaving Licensed Property with Open Container	\$300.40
	(4) Parks	\$300.40
11-4-2	Sale to Underage or Intoxicated Persons	
	a) Sale to Underage person	\$457.90
	c) Sale to Intoxicated person	\$457.90
11-4-3	Underage Person on Licensed Premises	\$300.40
11-4-4(a)(1)	Procures or Attempts to Procure Alcohol	
	First Violation	\$124.00
	Second violation w/in one (1) year	\$187.00
11-4-4(a)(2)	Underage Possession or Consumption of Alcohol	
	First Violation	\$124.00
	Second violation w/in one (1) year	\$187.00
11-4-6	False/Altered ID	
	Offender < 17 First Violation	\$218.50
	Second violation w/in one (1) year	\$533.50
	Offender is 17-20	\$533.50
11-4-7	Possession of Alcohol on School Grounds	
	Offender < 17 First Violation	\$124.00
	Second violation w/in one (1) year	\$187.00
	Offender is 17-20 First Violation	\$218.50
	Second violation w/in one (1) year	\$313.00
11-4-8	Adult Permitting Underage Drinking	\$218.50
11-4-9	Solicitation of Drinks	\$457.90
11-5-1	Curfew	
	a) Curfew (Minor)	\$92.50
	c) Parental Responsibility	\$300.40
	d) Places of Amusement	\$300.40
11-5-2	Possession of Controlled Substance by Juvenile	\$457.90
11-5-3	Petty Theft by Juvenile	\$313.00
11-5-4	Receiving Stolen Goods by Juvenile	\$457.90
11-6-1	Public Nuisances Prohibited	\$457.90
11-6-3	Public Nuisances Affecting Health	\$457.90
	j) Animal at Large	\$376.00
11-6-4	Public Nuisances Offending Morals and Decency	\$457.90
	a) Disorderly House (Prostitution or Gambling, not a loud party)	\$457.90
11-6-5	Public Nuisances Affecting Peace and Safety	\$300.40
	o) Unremoved Snow	\$376.00
11-7-7	Underage Possession of Tobacco Products or Electronic Smoking Devices	\$124.00
PARKS AND NAVIGABLE WATERS		
12-1-1	Park Regulations	\$300.40
12-1-2	Radio Controlled Model Airplanes/Toys Prohibited	\$142.90
12-1-3	Turf Protection on Public Property	\$300.40
12-1-4	Park Hours	\$218.50
12-1-5	Ultralight Aircraft Regulated	\$457.90
12-1-7	Regulations for Racine County Parks/Recreation Areas	\$300.40
BUILDING CODE		
15-1-20.5	Swimming Pool Regulations	\$300.40

15-1-29	One and Two Family Dwelling Regulations	\$300.40
15-1-31	Portable Toilets and Construction Debris Regulations	\$300.40
15-1-33	Commercial Building Violation	\$300.40
15-2-1	Construction Site Erosion and Sediment Control Violations	\$300.40
15-5-1	Fence Violation	\$124.00
15-6-1	Property Address Signs Required	\$155.50
15-7-3	Property Exterior Maintenance	
	a) First Offense	\$218.50
	b) Second Offense	\$457.90
ZONING CODE		
16-1-1	Adoption of Racine County Zoning:	
	Zoning permit violation	\$124.00
	Structure, use or compliance violation	\$313.00
	Occupancy certificate	\$124.00
	Substandard lot	\$376.00
	Flood Violations	\$313.00
	Shoreland violation	\$313.00
	Performance standards	\$313.00
16-1-1(a)(10)	Residential Parking Restrictions	\$124.00
16-1-1(a)(11)	Accessory Structure Violation	\$124.00
16-2-2 (a)(1)	Zoning Permit and/or Occupancy Permit Violation (fail to obtain)	\$539.80
16-2-2(a)(2)	Structure, Zoning, Occupancy, Use or Compliance Violation	\$539.80
16-4-1(c)(1)	Building, Site and Operational Plan (fail to obtain approval)	\$691.00
16-4-1(d)(4)	Building, Site and Operational Approved Plan Compliance Violation	\$539.80
16-4-4(b)	Design Requirements Violation	\$539.80
16-5-1(a)(1)	Zoning District (use) Violation	\$817.00
16-5-2(a)(1)	Building Location Violation	\$539.80
16-5-3(a)(1)	Building Height Violation	\$539.80
16-5-4	Building Size Violation	\$539.80
16-5-5	Lot Area and Width Violation	\$539.80
16-5-6(b)	Sewer and Water Service Required	\$539.80
16-7-3	General Sign Restrictions	\$124.00
16-7-4(d)	Planned Unit Development Violation	\$817.00
16-7-7	Sign Maintenance Standards	\$124.00
16-7-9	Sign Requirements	\$124.00
16-8-1	Nonconforming Uses, Structures and Lots Violation	\$539.80
16-9-11	Conditional Use Violation	\$817.00
16-10-1(a)to(f)	Accessory Structure Violation	\$539.80
16-10-2	Home Occupations Violation	\$539.80
16-10-4	Performance Standards Violation	\$539.80
16-11-3(a)	General Sign Restrictions Violation	\$539.80
16-11-6	Temporary Signs Violation	\$539.80
16-11-7	Sign Maintenance Standards Violation	\$539.80
16-11-9	Sign Requirements Violation	\$539.80
16-12-1(a)to(o)	Residential Parking Restrictions Violation (select specific subsection violated)	\$539.80
16-13-1(e)(6)	Floodplain Violation (\$50.00 plus costs)	\$124.00
16-15-3	Shoreland violation	\$539.80
16-16-2(a)or(b)	Adult Establishments Zoning Location Compliance	\$539.80
16-16-9(a)or(b)	Adult Establishments Issued Permit Violation	\$691.00

ROADS, PRIVATE DRIVEWAYS, ROAD OPENINGS AND ROAD DRAINAGE		
18-1-1	Road Construction, Drainage and Development Violations	\$691.00
18-1-5	Right-Of-Way Access/Private Drive Violation	\$187.00
18-1-6	Excavation in Public Right-Of-Ways	\$300.40
18-1-7	Disruption of Drainage	\$187.00
***OTHER ZONING VIOLATIONS NOT LISTED ON BOND SCHEDULE shall have a deposit of \$539.80		
<p>**Range of \$376.00 to \$1,000.00 plus costs/fees except for floodplain which is base fine of \$50.00 plus costs/fees. Each day a violation exists or continues shall constitute a separate offense. See Sec. 16-2-6(d)(1) of the Village's Code of Ordinances.</p> <p>For continuing daily violations, the issuing officer shall list on the face of the citations the words "CONTINUING DAILY VIOLATION: For each day a violation exists or continues to exist, it shall constitute a separate offense with a separate penalty to be imposed if convicted." This note shall be placed in the agency notes box on the face of the citation prior to issuance.</p>		
***	OTHER VIOLATIONS NOT LISTED ON BOND SCHEDULE	\$376.00
JUVENILES	12-18 YOA APPREHENDED FOR STATUS OFFENSES NOT LISTED	\$142.90
OPERATING A MOTOR VEHICLE WHILE INTOXICATED		
	FINE	\$250.00
	ASSESSMENT	\$65.00
	JAIL	\$10.00
	COURT COSTS	\$38.00
	SURCHARGE	\$435.00
	DRIVER SAFETY FEE	\$50.00
	LAB ASSESSMENT	\$13.00
	TOTAL	\$861.00
	BLOOD DRAW FEE (in addition to if applicable)	\$68.00
	IID FEE (in addition to if applicable)	\$50.00

Updated and Approved by the Village Board on: 06/20/2022

**RESOLUTION NO. 2023-31
(4-11-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
STORMWATER EASEMENT AGREEMENT WITH ROSS HOLDINGS LLC –
12333 7 1/2 MILE ROAD**

WHEREAS, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and a Site Grading Plan for Ross Holdings LLC for the construction of a pond and commercial building, As a condition of approval of the Storm Water Management Plan and Site Grading Plan, a Stormwater Easement Agreement is required to be granted over the pond.

WHEREAS, the Owner, Ross Holdings LLC has executed said Stormwater Easement Agreement.

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

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

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

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

VILLAGE OF CALEDONIA

By: _____
James R Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Document Number

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

Name and Return Address

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

104-04-22-06-019-010

Parcel Identification Number (PIN)

STORM WATER DRAINAGE EASEMENT AGREEMENT:
ROSS HOLDINGS, LLC

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

8. Further Owner Requirements.

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

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

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

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

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

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

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

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

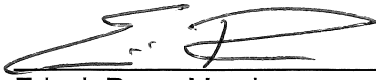
12. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens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

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

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

OWNER:
ROSS HOLDINGS, LLC

BY:


Eric J. Ross, Member

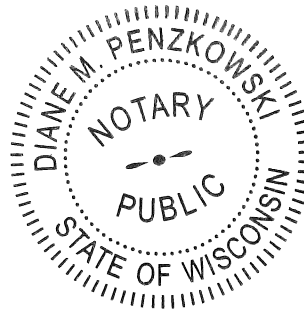
STATE OF WISCONSIN)
) SS:
COUNTY OF Racine)

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


Notary Public, Racine County, WI

Name: Diane M Penzkowski

My Commission: 4-2-2024



VILLAGE OF CALEDONIA:

BY:

James R. Dobbs, President

Attest:

Joslyn Hoeffert, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

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

Notary Public, State of Wisconsin

Name: _____

My Commission: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: 
Howard Stacey, President

Attest: 
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

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

Notary Public, State of Wisconsin

My Commission expires: _____

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

EXHIBIT A

Legal Description

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

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

STORMWATER MANAGEMENT EASEMENT

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

LEGAL DESCRIPTION

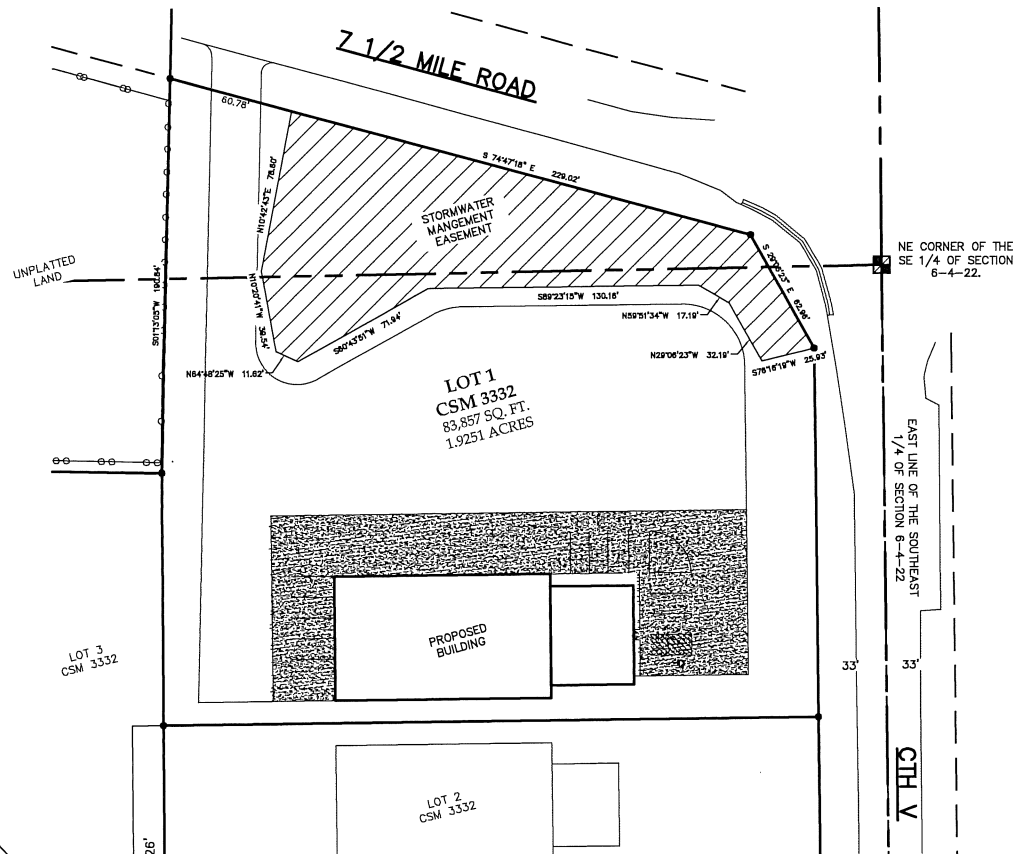
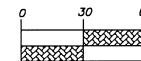
STORMWATER MANAGEMENT EASEMENT

PART OF LOT 1 CERTIFIED SURVEY MAP 3332, RECORDED AS DOCUMENT NO. 2511326, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

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

THENCE SOUTH 29°06'23" EAST, 62.96 FEET, ALONG THE NORTHEAST LINE OF SAID LOT 1;
THENCE SOUTH 76°16'19" WEST, 25.93 FEET;
THENCE NORTH 29°06'23" WEST, 32.19 FEET;
THENCE NORTH 59°51'34" WEST, 17.19 FEET;
THENCE SOUTH 89°23'15" WEST, 130.16 FEET;
THENCE SOUTH 60°43'51" WEST, 71.94 FEET;
THENCE NORTH 64°48'25" WEST, 11.62 FEET;
THENCE NORTH 10°20'41" WEST, 39.54 FEET;
THENCE NORTH 10°42'43" EAST, 78.60 FEET, TO THE NORTH LINE OF SAID LOT 1;
THENCE SOUTH 74°47'18" EAST, 229.02 FEET, ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

12333 7 1/2 MILE ROAD
NO:104-04-22-06-019-010



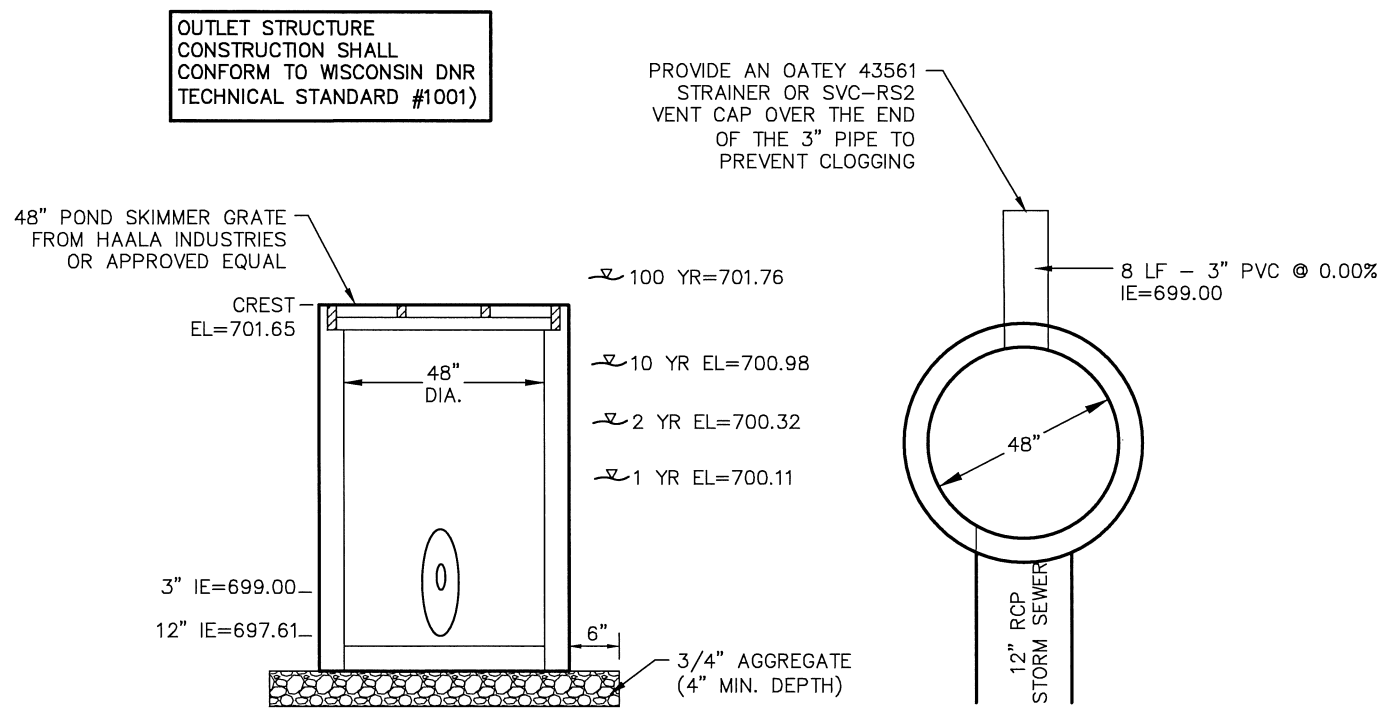
PSE
PARISH SURVEY & ENGINEERING

122 Wisconsin Street, West Bend, WI 53095
262.346.7800
www.parishsa.com

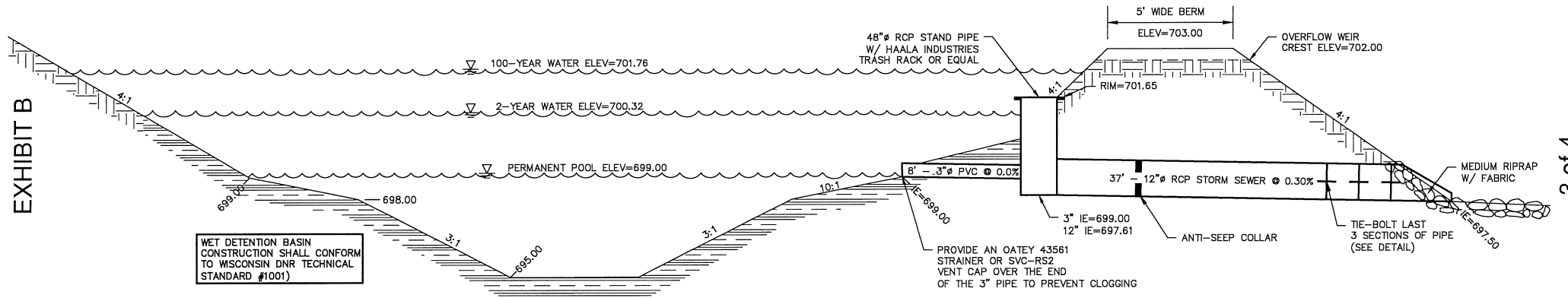
File: RL-02-18 Date: 3/8/2023

SHEET 1 OF 1

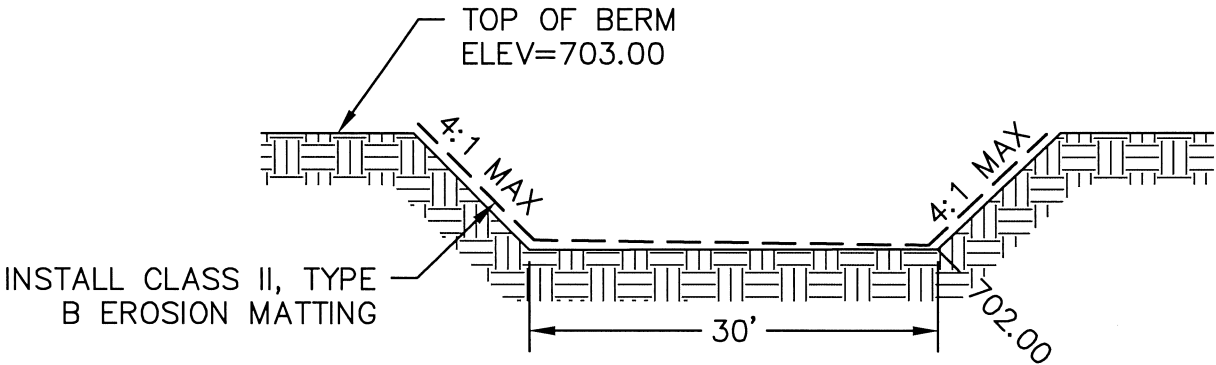
EXHIBIT B



WET-DETENTION POND
OUTLET STRUCTURE DETAIL



WET DETENTION POND CROSS SECTION



OVERFLOW WEIR CROSS SECTION

**RESOLUTION NO. 2023-32
(4-11-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
STORMWATER EASEMENT AGREEMENT WITH ERIC & MAIRA ROSS –
HIGHWAY V**

WHEREAS, the Caledonia Utility District conditionally approved a Storm Water Management Plan and a Site Grading Plan for Eric & Maira Ross for the construction of a pond on vacant land and a commercial building at 8420 Highway V. As a condition of approval of the Storm Water Management Plan and Site Grading Plan, a Stormwater Easement Agreement is required to be granted over the pond.

WHEREAS, the Owners, Eric & Maira Ross have executed said Stormwater Easement Agreement.

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

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

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

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

VILLAGE OF CALEDONIA

By: _____
James R Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Document Number

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

Name and Return Address

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

104-04-22-06-019-030
Parcel Identification Number (PIN)

STORM WATER DRAINAGE EASEMENT AGREEMENT:
ROSS HOLDINGS. LLC

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

8. Further Owner Requirements.

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

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

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

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

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

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


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


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

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

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

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

BY: 
Eric Ross

BY:  Maira Ross

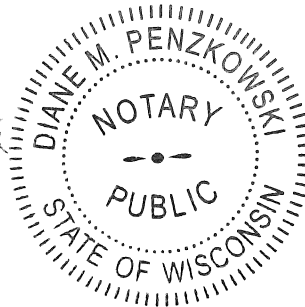
STATE OF WISCONSIN)
) SS:
COUNTY OF Racine)

Personally came before me this 9th day of March 2023, the above-named **Eric & Maira Ross**, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said Owner.

Diane M RemyKozeski
Notary Public, Racine County, WI

Name: Diane M Penz/Kocur

My Commission: 4.7.2024



BY: James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

[illegible]

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

Notary Public, State of Wisconsin

Name: _____

My Commission:

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: Howard Stacey
Howard Stacey, President

Attest: Michael Pirk
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

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

Notary Public, State of Wisconsin

My Commission expires: _____

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

EXHIBIT A

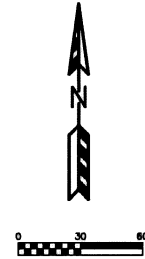
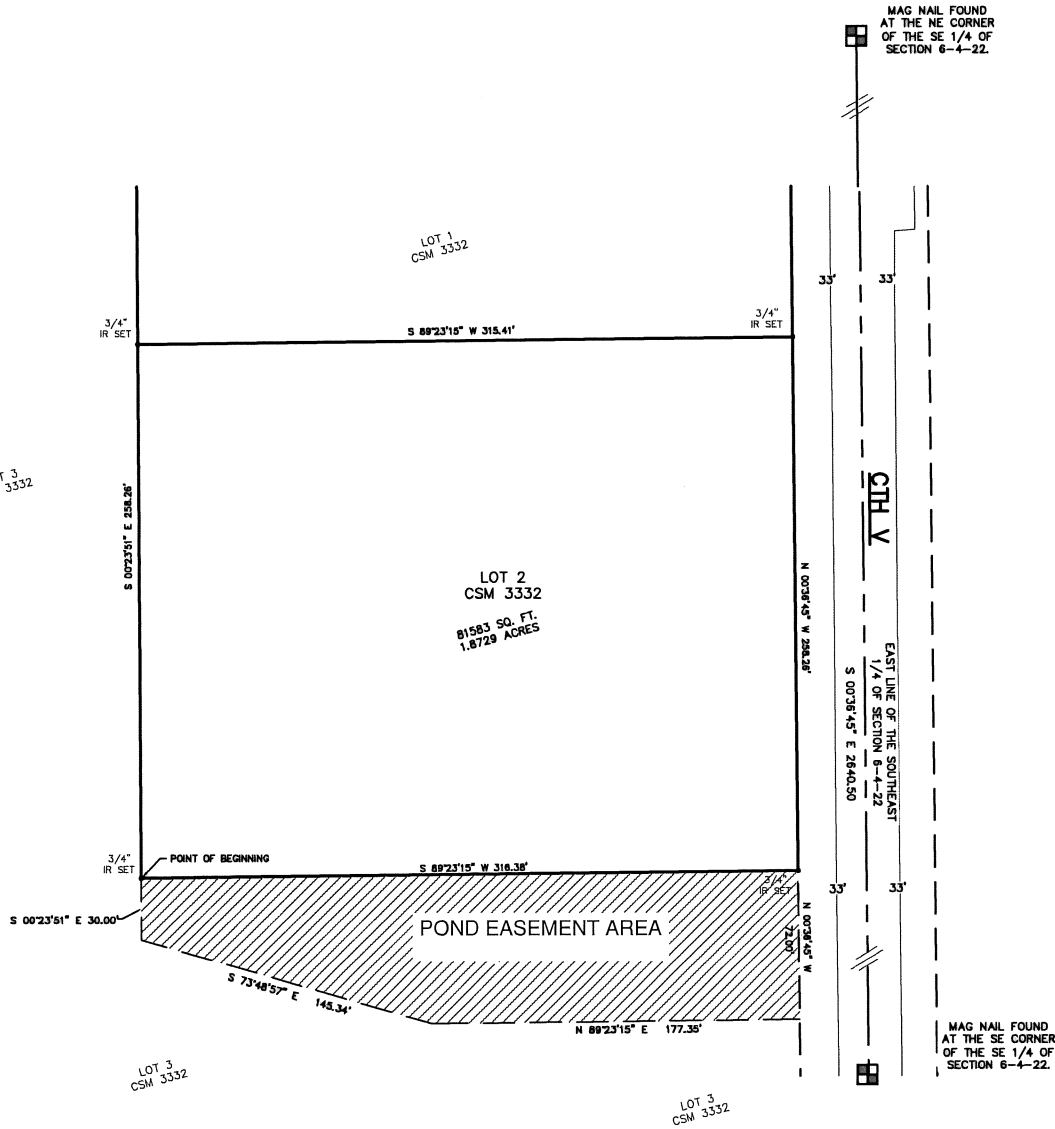
Legal Description

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

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

EXHIBIT B

STORM WATER POND EASEMENT



LEGAL DESCRIPTION

A PART OF LOT 3 OF CERTIFIED SURVEY MAP 3332, RECORDED AS DOCUMENT NO. 2511326, BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP 3332, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;
 THENCE SOUTH 00°23'51" EAST, 30.00 FEET;
 THENCE SOUTH 73°48'57" EAST, 145.34 FEET;
 THENCE NORTH 89°13'15" EAST, 177.35 FEET;
 THENCE NORTH 00°16'45" WEST, 72.00 FEET, ALONG THE EAST LINE OF LOT 3;
 THENCE SOUTH 89°13'15" WEST, 316.38 FEET, ALONG SAID SOUTH LINE OF LOT 2 TO THE POINT OF BEGINNING.

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

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

QUAM ENGINEERING, LLC
 Residential and Commercial Site Design Consultants
 122 Wisconsin Street, West Bend, Wisconsin 53095
 Phone (262) 338-6641; www.quamengineering.com

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

8" POND SKIMMER GRATE
FROM HAALA INDUSTRIES
OR APPROVED EQUAL

CREST —
EL=704.75

48"
DIA.

6" IE=703.25

3" IE=702.50
12" IE=702.50

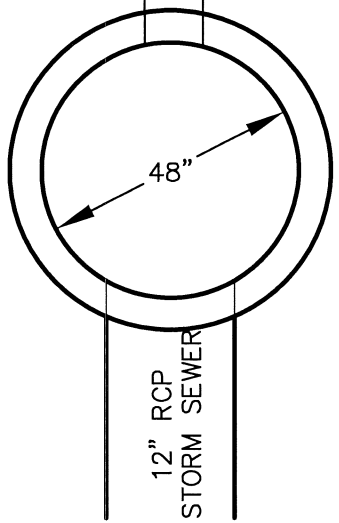
▽ 100 YR=704.75
▽ 10 YR EL=703.87
▽ 2 YR EL=703.46
▽ 1 YR EL=703.33

6"

3/4" AGGREGATE
(4" MIN. DEPTH)

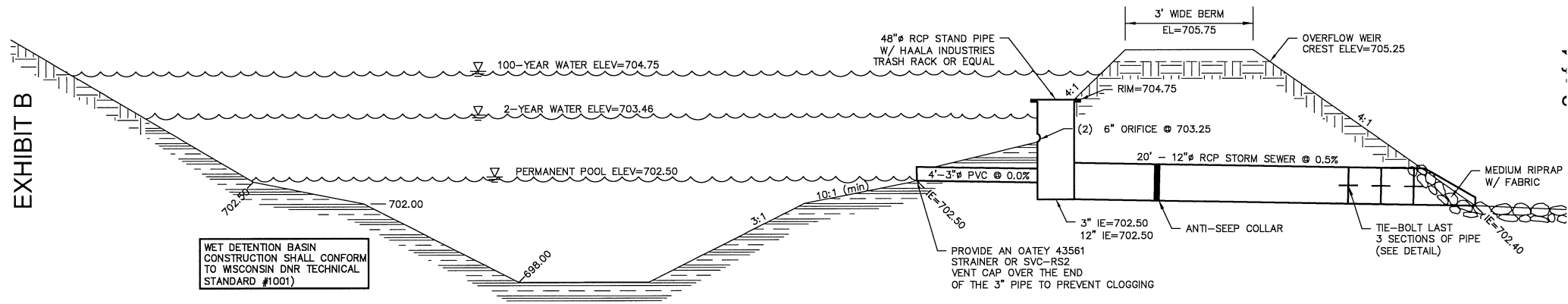
PROVIDE AN OATEY 43561
STRAINER OR SVC-RS2
VENT CAP OVER THE END
OF THE 3" PIPE TO PREVENT CLOGGING

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

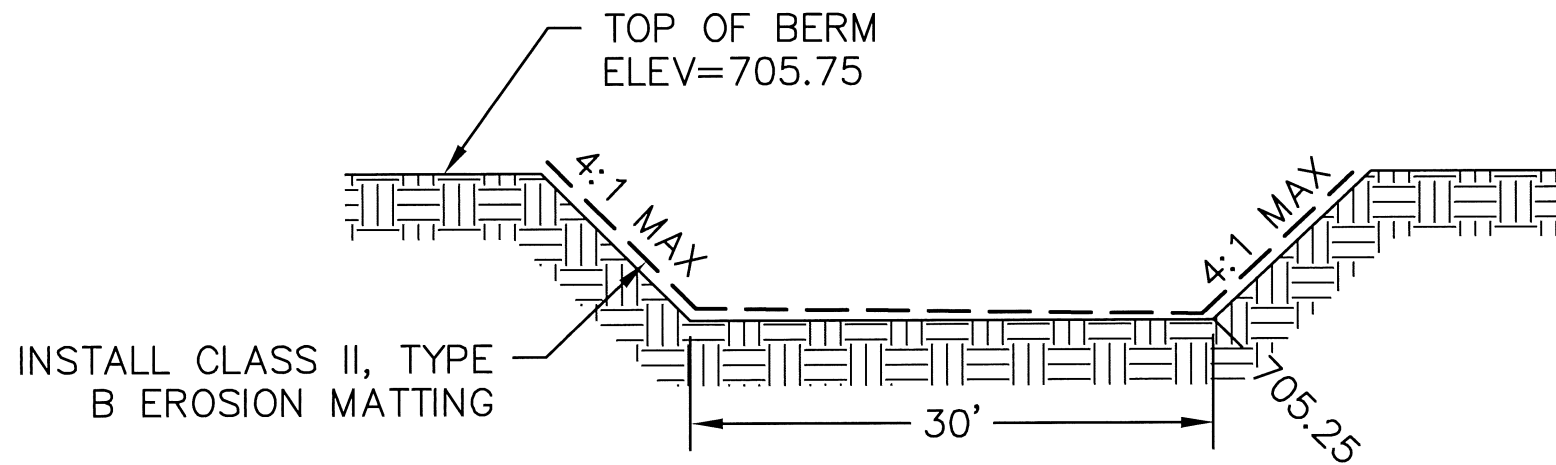


12" RCP
STORM SEWER

WET-DETENTION POND
OUTLET STRUCTURE DETAIL—LOT 3



WET DETENTION POND CROSS SECTION—LOT 3



OVERFLOW WEIR CROSS SECTION—LOT 3

Resolution No. 2023-33

INITIAL RESOLUTION AUTHORIZING \$930,000 GENERAL
OBLIGATION BONDS FOR STREET IMPROVEMENT PROJECTS

BE IT RESOLVED by the Village Board of the Village of Caledonia, Racine County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$930,000 for the public purpose of paying the cost of street improvement projects.

Adopted, approved and recorded April 11, 2023.

James R. Dobbs
President

ATTEST:

Joslyn M. Hoeffert
Village Clerk

(SEAL)

Resolution No. 2023-34

INITIAL RESOLUTION AUTHORIZING \$5,285,000 GENERAL
OBLIGATION BONDS FOR COMMUNITY DEVELOPMENT
PROJECTS IN TAX INCREMENTAL DISTRICTS

BE IT RESOLVED by the Village Board of the Village of Caledonia, Racine County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$5,285,000 for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plans for the Village's Tax Incremental Districts.

Adopted, approved and recorded April 11, 2023.

James R. Dobbs
President

ATTEST:

Joslyn M. Hoeffert
Village Clerk

(SEAL)

Resolution No. 2023-35

RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$6,215,000 GENERAL
OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A

WHEREAS, the Village of Caledonia, Racine County, Wisconsin (the "Village") has adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following amounts:

- (a) \$930,000 for street improvement projects; and
- (b) \$5,285,000 for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plans for the Village's Tax Incremental Districts.

WHEREAS, the Village Board hereby finds and determines that the projects described in the Initial Resolutions are within the Village's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds, Series 2023A" (the "Bonds") in an amount not to exceed \$6,215,000 for the purposes above specified.

Section 2. Sale of the Bonds. The Village Board hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The Village Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the Village Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.

Section 4. Official Statement. The Village Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Village Board hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the projects described in the Initial Resolutions prior to the issuance of the Bonds with the proceeds of the Bonds in an amount not to exceed \$6,215,000.

Adopted, approved and recorded April 11, 2023.

James R. Dobbs
President

ATTEST:

Joslyn M. Hoeffert
Village Clerk

(SEAL)

April 11, 2023

PRE-SALE REPORT FOR

Village of Caledonia, Wisconsin

**\$6,215,000 General Obligation Corporate
Purpose Bonds, Series 2023A**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Jon Cameron, Senior Municipal Advisor
Harry Allen, Associate Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$6,215,000 General Obligation Corporate Purpose Bonds, Series 2023A (the “Bonds”)

Purposes:

The proposed issue includes financing for (i) street improvement projects in the Village and (ii) Community Development projects in TID #4 and TID # 5 (collectively, the “Districts”). Debt service will be paid from ad valorem property taxes with the expectation that the TID 4 and TID 5 portions will be abated by revenues of the Districts.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute 67.04 and will be general obligations of the Village for which its full faith, credit and taxing powers are pledged. The Bonds count against the Village’s General Obligation Debt Capacity Limit of 5% of total Village Equalized Valuation. Following issuance of the Bonds, the Village’s total General Obligation debt principal outstanding will be approximately \$83,088,875, which is 54% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$72,058,825.

Term/Call Feature:

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on April 1 in the years 2024 through 2043. Interest is payable every six months beginning April 1, 2024. The Bonds will be subject to prepayment at the discretion of the Village on April 1, 2033 or any date thereafter.

Bank Qualification:

Because the Village is expecting to issue more than \$10,000,000 in tax exempt debt during the calendar year, the Village will not be able to designate the Bonds as “bank qualified” obligations.

Rating:

The Village’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa2”. The Village will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the Village’s bond rating in the event that the bond rating of the insurer is higher than that of the Village.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the Village. For this issue of Bonds, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the Village’s objectives for this financing.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the Village retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the Village and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the Village's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the Village has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the Village will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The Village is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The Village must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The Village's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the Village review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above.

Investment of Bond Proceeds:

Ehlers can assist the Village in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

GO with Planned Abatement: The Village expects to abate a portion of the Village debt service with tax incremental revenues from the Districts. In the event these revenues are not available, the Village is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP.

Paying Agent: Bond Trust Services Corporation.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Village Board:	April 11, 2023
Due Diligence Call to review Official Statement:	Week of April 24, 2023
Conference with Rating Agency:	Week of April 24, 2023
Distribute Official Statement:	Week of May 2, 2023
Village Board Meeting to Award Sale of the Bonds:	May 9, 2023
Estimated Closing Date:	May 25, 2023

Attachments

Existing G.O. Debt Base Case
 Estimated Capital Improvements Financing Plan
 Allocation of Debt Service – 2023 G.O. Bonds
 Financing Plan Tax Impact
 General Obligation Debt Capacity Analysis
 TID #4 Cashflow
 TID #5 Cashflow
 Bond Buyer Index – 5-year

EHLERS' CONTACTS

Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Harry Allen, Associate Municipal Advisor	(262) 796-6182
Na Lee Lee, Public Finance Analyst	(262) 796-6170
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Existing G.O. Debt Base Case

Village of Caledonia, WI

Year Ending	Existing Debt														Year Ending
	Total G.O. Debt Payments	Less: Bond Premium	Less: WE Energies	Less: TID #1	Less: TID #3	Less: TID #4	Less: TID #5	Less: Sewer	Plus: Expected Levy for TID Shortfall	Adjustment to Match Budget	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$250,000 Home	
2023	6,387,612	(1,105,081)	(498,225)	(16,988)	(301,048)	(1,668,237)	(40,835)	(552,808)	1,107,129	(208,904)	3,102,616	3,025,113,700	\$1.03	\$256.40	2023
2024	6,384,238	(173,556)	(548,825)	(16,688)	(294,448)	(1,984,837)	(199,235)	(359,478)	1,294,217		4,101,390	3,135,241,949	\$1.31	\$327.04	2024
2025	7,143,920	(1,683)	(553,675)	(16,338)	(323,024)	(2,309,404)	(304,935)	(357,648)	382,026		3,659,241	3,249,379,380	\$1.13	\$281.53	2025
2026	7,307,137	0	(553,275)	(15,938)	(326,588)	(2,404,985)	(380,485)	(355,334)	484,881		3,755,414	3,367,671,946	\$1.12	\$278.78	2026
2027	7,477,079		(550,375)	(15,538)	(343,975)	(3,012,400)	(455,435)	(357,531)	980,640		3,722,465	3,490,270,913	\$1.07	\$266.63	2027
2028	7,583,344		(550,050)	(15,188)	(345,175)	(3,101,465)	(498,220)	(359,159)	922,916		3,637,004	3,617,333,054	\$1.01	\$251.36	2028
2029	7,655,379		(549,000)	(14,881)	(341,100)	(3,204,994)	(495,193)	(360,196)	733,166		3,423,182	3,749,020,850	\$0.91	\$228.27	2029
2030	7,353,644		(377,813)	(14,563)	(346,325)	(3,198,409)	(383,040)	(360,708)	698,891		3,371,679	3,885,502,696	\$0.87	\$216.94	2030
2031	6,454,250		0	(14,200)	(340,844)	(3,299,756)	0	(360,675)	794,757		3,233,532	4,026,953,118	\$0.80	\$200.74	2031
2032	6,441,061			(13,800)	(330,281)	(3,425,780)		(355,250)	918,292		3,234,242	4,173,552,995	\$0.77	\$193.73	2032
2033	5,746,114			(18,300)	0	(3,616,339)		0	722,613		2,834,088	4,325,489,791	\$0.66	\$163.80	2033
2034	5,569,133			(17,700)		(3,703,633)			809,907		2,657,707	4,482,957,795	\$0.59	\$148.21	2034
2035	5,017,900			(17,100)		(3,174,125)			0		1,826,675	4,646,158,369	\$0.39	\$98.29	2035
2036	4,235,098			(16,500)		(2,403,448)					1,815,150	4,815,300,206	\$0.38	\$94.24	2036
2037	3,760,025			(15,900)		(1,930,875)					1,813,250	4,990,599,594	\$0.36	\$90.83	2037
2038	3,162,450			(15,300)		(1,338,000)					1,809,150	5,172,280,697	\$0.35	\$87.44	2038
2039	2,214,850			0		(412,000)					1,802,850	5,360,575,840	\$0.34	\$84.08	2039
2040	2,201,225					(404,000)					1,797,225	5,555,725,805	\$0.32	\$80.87	2040
2041	1,787,100					0					1,787,100	5,757,980,138	\$0.31	\$77.59	2041
2042	1,715,700										1,715,700	5,967,597,473	\$0.29	\$71.88	2042
2043	0										0	6,184,845,856	\$0.00	\$0.00	2043
Total	105,597,258	(1,280,320)	(4,181,238)	(254,919)	(3,292,806)	(44,592,686)	(2,757,378)	(3,778,785)	9,849,437	(208,904)	55,099,660				Total

Notes:

Legend:

Represents +/- 25% Change over previous year

Table 2 Capital Improvements Financing Plan

Village of Caledonia, WI

	2023					
	G.O. Bonds	Streets Portion	Streets - Truck Portion	Streets - Tractor Portion	Community Development - TID 4 Portion	Community Development - TID 5 Portion
CIP Projects¹						
Streets Projects	915,000	763,000	42,000	110,000		
Community Development Projects	5,200,000				3,500,000	1,700,000
Subtotal Project Costs	6,115,000	763,000	42,000	110,000	3,500,000	1,700,000
CIP Projects¹	6,115,000	763,000	42,000	110,000	3,500,000	1,700,000
Estimated Issuance Expenses	168,038	20,954	1,217	2,974	96,118	46,775
Municipal Advisor (Ehlers)	33,700	4,202	244	596	19,277	9,381
Bond Counsel	22,000	2,743	159	389	12,584	6,124
Disclosure Counsel	14,300	1,783	104	253	8,180	3,981
Rating Fee	19,500	2,432	141	345	11,154	5,428
Maximum Underwriter's Discount	12.50 77,688	9,688	563	1,375	44,438	21,625
Paying Agent	850	106	6	15	486	237
Subtotal Issuance Expenses	168,038	20,954	1,217	2,974	96,118	46,775
TOTAL TO BE FINANCED	6,283,038	783,954	43,217	112,974	3,596,118	1,746,775
Estimated Interest Earnings ²	4.54% (69,405)	(8,660)	(477)	(1,249)	(39,725)	(19,295)
Assumed spend down (months)	3					
Rounding	1,368	(294)	2,260	(1,726)	(1,393)	2,520
NET BOND SIZE	6,215,000	775,000	45,000	110,000	3,555,000	1,730,000

Notes:

- 1) Project Total Estimates as provided by Village officials.
- 2) Based on the February 2023 Wisconsin LGIP annualized earnings rate.

Table 3
Allocation of Debt Service - 2023 G.O. Bonds
Village of Caledonia, WI

Year Ending	Streets Portion				Streets - Truck Portion				Streets - Tractor Portion				Community Development - TID 4 Portion				Community Development - TID 5 Portion				Year Ending	Totals		
	Principal	Est. Rate ¹	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total		Principal (4/1)	Interest	Total
2023				0				0				0				0				0	2023	0	0	0
2024	15,000	3.56%	38,484	53,484	5,000	3.56%	1,986	6,986	10,000	3.56%	4,843	14,843	70,000	3.56%	185,846	255,846		3.56%	90,692	90,692	2024	100,000	321,852	421,852
2025	30,000	3.51%	27,644	57,644	10,000	3.51%	1,184	11,184	10,000	3.51%	3,188	13,188	50,000	3.51%	135,218	185,218		3.51%	67,180	67,180	2025	100,000	234,413	334,413
2026	30,000	3.41%	26,606	56,606	10,000	3.41%	838	10,838	10,000	3.41%	2,842	12,842	50,000	3.41%	133,488	183,488		3.41%	67,180	67,180	2026	100,000	230,953	330,953
2027	30,000	3.34%	25,594	55,594	10,000	3.34%	500	10,500	10,000	3.34%	2,505	12,505	50,000	3.34%	131,800	181,800		3.34%	67,180	67,180	2027	100,000	227,578	327,578
2028	30,000	3.33%	24,593	54,593	10,000	3.33%	167	10,167	10,000	3.33%	2,171	12,171	50,000	3.33%	130,133	180,133		3.33%	67,180	67,180	2028	100,000	224,243	324,243
2029	35,000	3.33%	23,511	58,511					10,000	3.33%	1,838	11,838	55,000	3.33%	128,384	183,384		3.33%	67,180	67,180	2029	100,000	220,913	320,913
2030	35,000	3.32%	22,347	57,347					10,000	3.32%	1,506	11,506	55,000	3.32%	126,556	181,556		3.32%	67,180	67,180	2030	100,000	217,588	317,588
2031	35,000	3.33%	21,183	56,183					10,000	3.33%	1,173	11,173	55,000	3.33%	124,727	179,727		3.33%	67,180	67,180	2031	100,000	214,263	314,263
2032	35,000	3.33%	20,018	55,018					15,000	3.33%	757	15,757	50,000	3.33%	122,979	172,979		3.33%	67,180	67,180	2032	100,000	210,933	310,933
2033	35,000	3.38%	18,844	53,844					15,000	3.38%	254	15,254	55,000	3.38%	121,217	176,217	130,000	3.38%	64,983	194,983	2033	235,000	205,296	440,296
2034	40,000	3.46%	17,560	57,560									55,000	3.46%	119,336	174,336	135,000	3.46%	60,450	195,450	2034	230,000	197,346	427,346
2035	40,000	3.59%	16,150	56,150									55,000	3.59%	117,397	172,397	140,000	3.59%	55,602	195,602	2035	235,000	189,148	424,148
2036	40,000	3.75%	14,682	54,682									315,000	3.75%	110,503	425,503	145,000	3.75%	50,370	195,370	2036	500,000	175,555	675,555
2037	45,000	3.88%	13,059	58,059									325,000	3.88%	98,292	423,292	150,000	3.88%	44,741	194,741	2037	520,000	156,092	676,092
2038	45,000	3.96%	11,295	56,295									340,000	3.96%	85,255	425,255	155,000	3.96%	38,762	193,762	2038	540,000	135,312	675,312
2039	45,000	3.99%	9,506	54,506									355,000	3.99%	71,441	426,441	160,000	3.99%	32,501	192,501	2039	560,000	113,448	673,448
2040	50,000	4.04%	7,599	57,599									370,000	4.04%	56,885	426,885	170,000	4.04%	25,875	195,875	2040	590,000	90,358	680,358
2041	50,000	4.08%	5,569	55,569									385,000	4.08%	41,557	426,557	175,000	4.08%	18,871	193,871	2041	610,000	65,996	675,996
2042	55,000	4.12%	3,416	58,416									400,000	4.12%	25,463	425,463	180,000	4.12%	11,593	191,593	2042	635,000	40,471	675,471
2043	55,000	4.15%	1,141	56,141									415,000	4.15%	8,611	423,611	190,000	4.15%	3,943	193,943	2043	660,000	13,695	673,695
Total	775,000		348,799	1,123,799	45,000		4,673	49,673	110,000		21,076	131,076	3,555,000		2,075,083	5,630,083	1,730,000		1,035,818	2,765,818	Total	6,215,000	3,485,449	9,700,449

Notes:
1) Estimated rates are March 17, 2023 BVAL plus 1.00%.

Table 4 Financing Plan Tax Impact

Village of Caledonia, WI

Year Ending	Existing Debt					Proposed Debt									Year Ending	
	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$250,000 Home	2023 G.O. Bonds 6,215,000 Dated: 5/25/2023 Total Principal and Interest	Abatements		TID Shortfall	Debt Service Levy		Taxes				
							Less: TID #4	Less: TID #5		Plus: TID Shortfall	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes \$250,000 Home		Annual Taxes Difference From Existing
2023	3,102,616		3,025,113,700	\$1.03	\$256	0					3,102,616		\$1.03	\$256	\$0	2023
2024	4,101,390		3,135,241,949	\$1.31	\$327	421,852	(255,846)	(90,692)	346,539	4,523,243	1,420,626	\$1.44	\$361	\$34	2024	
2025	3,659,241	(442,150)	3,249,379,380	\$1.13	\$282	334,413	(185,218)	(67,180)	252,397	3,993,653	(529,589)	\$1.23	\$307	\$26	2025	
2026	3,755,414	96,174	3,367,671,946	\$1.12	\$279	330,953	(183,488)	(67,180)	250,667	4,086,367	92,714	\$1.21	\$303	\$25	2026	
2027	3,722,465	(32,949)	3,490,270,913	\$1.07	\$267	327,578	(181,800)	(67,180)	248,980	4,050,043	(36,324)	\$1.16	\$290	\$23	2027	
2028	3,637,004	(85,462)	3,617,333,054	\$1.01	\$251	324,243	(180,133)	(67,180)	247,312	3,961,246	(88,797)	\$1.10	\$274	\$22	2028	
2029	3,423,182	(213,822)	3,749,020,850	\$0.91	\$228	320,913	(183,384)	(67,180)	208,167	3,701,698	(259,549)	\$0.99	\$247	\$19	2029	
2030	3,371,679	(51,503)	3,885,502,696	\$0.87	\$217	317,588	(181,556)	(67,180)	181,556	3,622,087	(79,611)	\$0.93	\$233	\$16	2030	
2031	3,233,532	(138,146)	4,026,953,118	\$0.80	\$201	314,263	(179,727)	(67,180)	179,727	3,480,615	(141,471)	\$0.86	\$216	\$15	2031	
2032	3,234,242	709	4,173,552,995	\$0.77	\$194	310,933	(172,979)	(67,180)	172,979	3,477,995	(2,621)	\$0.83	\$208	\$15	2032	
2033	2,834,088	(400,153)	4,325,489,791	\$0.66	\$164	440,296	(176,217)	(194,983)	176,217	3,079,402	(398,593)	\$0.71	\$178	\$14	2033	
2034	2,657,707	(176,381)	4,482,957,795	\$0.59	\$148	427,346	(174,336)	(195,450)	174,336	2,889,602	(189,799)	\$0.64	\$161	\$13	2034	
2035	1,826,675	(831,032)	4,646,158,369	\$0.39	\$98	424,148	(172,397)	(195,602)	114,556	1,997,381	(892,221)	\$0.43	\$107	\$9	2035	
2036	1,815,150	(11,525)	4,815,300,206	\$0.38	\$94	675,555	(425,503)	(195,370)	0	1,869,832	(127,549)	\$0.39	\$97	\$3	2036	
2037	1,813,250	(1,900)	4,990,599,594	\$0.36	\$91	676,092	(423,292)	(194,741)	0	1,871,309	1,477	\$0.37	\$94	\$3	2037	
2038	1,809,150	(4,100)	5,172,280,697	\$0.35	\$87	675,312	(425,255)	(193,762)	0	1,865,445	(5,864)	\$0.36	\$90	\$3	2038	
2039	1,802,850	(6,300)	5,360,575,840	\$0.34	\$84	673,448	(426,441)	(192,501)	0	1,857,356	(8,089)	\$0.35	\$87	\$3	2039	
2040	1,797,225	(5,625)	5,555,725,805	\$0.32	\$81	680,358	(426,885)	(195,875)	0	1,854,824	(2,533)	\$0.33	\$83	\$3	2040	
2041	1,787,100	(10,125)	5,757,980,138	\$0.31	\$78	675,996	(426,557)	(193,871)	0	1,842,669	(12,155)	\$0.32	\$80	\$2	2041	
2042	1,715,700	(71,400)	5,967,597,473	\$0.29	\$72	675,471	(425,463)	(191,593)	0	1,774,116	(68,553)	\$0.30	\$74	\$2	2042	
2043	0	(1,715,700)	6,184,845,856	\$0.00	\$0	673,695	(423,611)	(193,943)	0	56,141	(1,717,974)	\$0.01	\$2	\$2	2043	
2044	0	0	6,410,003,094	\$0.00	\$0	0				0	(56,141)	\$0.00	\$0	\$0	2044	
Total	55,099,660					9,700,449	(5,630,083)	(2,765,818)	2,553,430					\$251	Total	

Notes:

Table 5**General Obligation Debt Capacity Analysis - Impact of Financing Plan***Village of Caledonia, WI*

Existing Debt				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit
2022	3,102,954,000	155,147,700	80,577,157	52%
2023	3,220,159,750	161,007,988	76,873,875	48%
2024	3,341,792,632	167,089,632	73,080,000	44%
2025	3,468,019,870	173,400,994	68,400,000	39%
2026	3,599,015,003	179,950,750	63,410,000	35%
2027	3,734,958,124	186,747,906	58,090,000	31%
2028	3,876,036,132	193,801,807	52,495,000	27%
2029	4,022,442,983	201,122,149	46,655,000	23%
2030	4,174,379,958	208,718,998	40,935,000	20%
2031	4,332,055,945	216,602,797	35,930,000	17%
2032	4,495,687,719	224,784,386	30,750,000	14%
2033	4,665,500,243	233,275,012	26,080,000	11%
2034	4,841,726,979	242,086,349	21,410,000	9%
2035	5,024,610,207	251,230,510	17,120,000	7%
2036	5,214,401,357	260,720,068	13,465,000	5%
2037	5,411,361,358	270,568,068	10,160,000	4%
2038	5,615,760,993	280,788,050	7,340,000	3%
2039	5,827,881,276	291,394,064	5,380,000	2%
2040	6,048,013,832	302,400,692	3,360,000	1%
2041	6,276,461,305	313,823,065	1,680,000	1%
2042	6,513,537,766	325,676,888	0	0%
2043	6,759,569,154	337,978,458		0%

Proposed Debt				
Combined Principal Existing & Proposed				Year Ending
2023 G.O. Bonds	% of Limit	Residual Capacity		
	52%	\$74,570,543		2022
6,215,000	52%	\$77,919,113		2023
6,115,000	47%	\$87,894,632		2024
6,015,000	43%	\$98,985,994		2025
5,915,000	39%	\$110,625,750		2026
5,815,000	34%	\$122,842,906		2027
5,715,000	30%	\$135,591,807		2028
5,615,000	26%	\$148,852,149		2029
5,515,000	22%	\$162,268,998		2030
5,415,000	19%	\$175,257,797		2031
5,315,000	16%	\$188,719,386		2032
5,080,000	13%	\$202,115,012		2033
4,850,000	11%	\$215,826,349		2034
4,615,000	9%	\$229,495,510		2035
4,115,000	7%	\$243,140,068		2036
3,595,000	5%	\$256,813,068		2037
3,055,000	4%	\$270,393,050		2038
2,495,000	3%	\$283,519,064		2039
1,905,000	2%	\$297,135,692		2040
1,295,000	1%	\$310,848,065		2041
660,000	0%	\$325,016,888		2042
0	0%	\$337,978,458		2043

Notes:

1) Projected TID IN EV based on 5-year average at 3.78% annual inflation.

Table 6

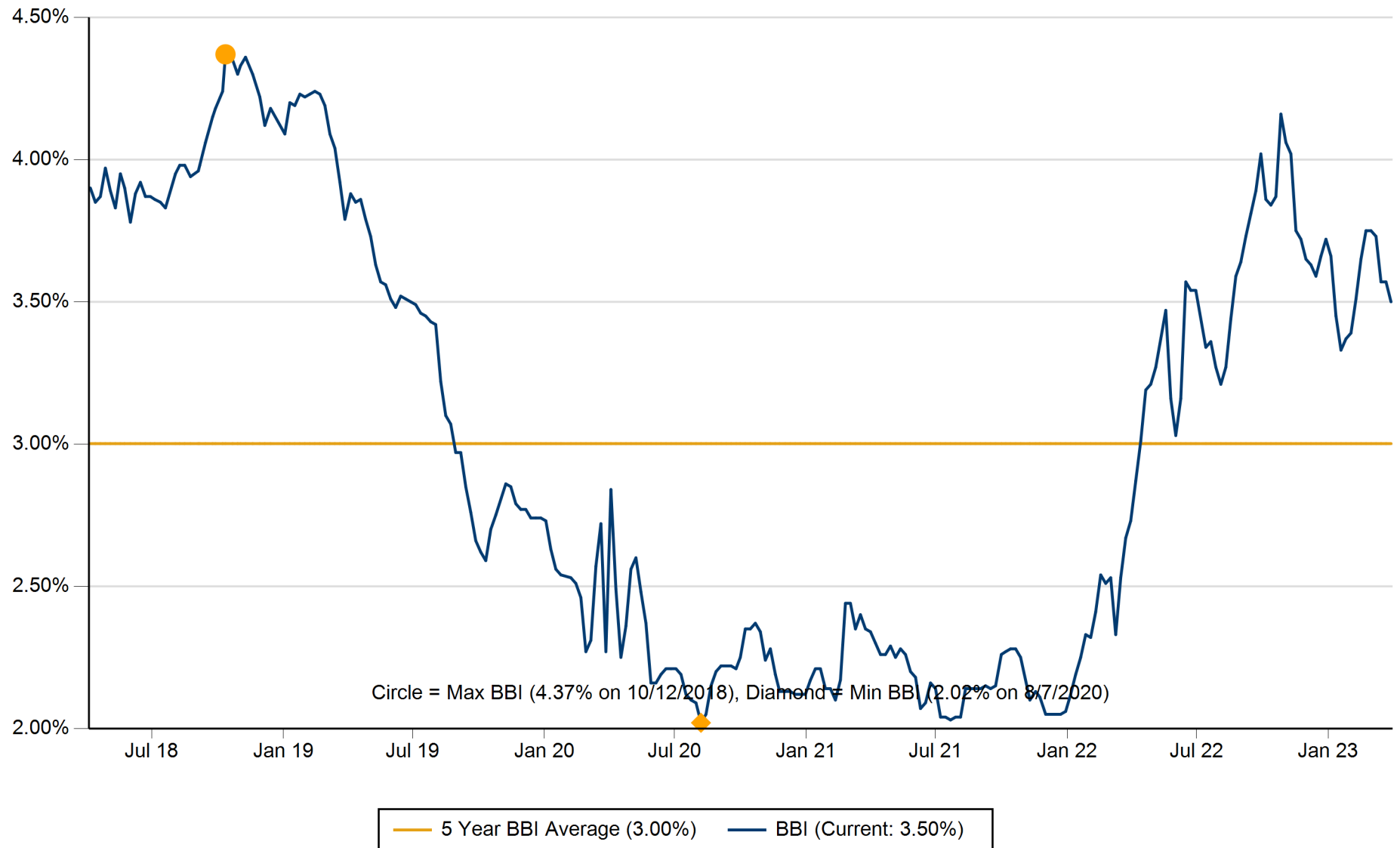
Village of Caledonia, Wisconsin																							
Tax Increment District No. 4																							
Cash Flow Projection																							
Year	Projected Revenues								Expenditures										Balances			Year	
	Increments								Planned Debt			Developer Grants/Incentives							Total Expenditures				
	Existing TID All Other	Interest Earnings/ (Cost)	Intergov. Revenues	Special Assessments	Developer Guarantess	Advances to be Repaid	Proceeds of LT Debt	Total Revenues	Existing Debt Service	2023 Bonds	Capital Projects	Likewise	Zilber	Scannell	Other	Advance Repayment	Bond Issuance Costs	Admin./ Professional Services		Annual	Cumulative		Principal Outstanding
2021	714,859	24,942	24,898	437,062	156,020	1,000,000		2,357,781	1,124,715						19,890	3,500,000		126,764	4,771,369	(2,413,588)	(1,822,728)	34,789,863	2021
2022	479,332	19,853	12,589	10,378		1,000,000		1,522,152	1,329,787					0	19,890			153,900	1,503,577	18,575	(1,804,153)	34,562,157	2022
2023	969,198	0	12,589				3,594,725	4,576,512	1,668,237		1,100,000		2,400,000	75,902	19,890		96,118	100,000	5,460,148	(883,636)	(2,687,789)	37,538,875	2023
2024	1,289,861	0	12,589					1,302,450	1,984,837	255,846		0		188,074	19,890			100,000	2,548,648	(1,246,198)	(3,933,987)	36,550,000	2024
2025	3,080,292	0	12,589					3,092,881	2,309,404	185,218		67,736	270,504	386,237	19,890			100,000	3,338,988	(246,108)	(4,180,094)	35,220,000	2025
2026	3,080,292	0	12,589					3,092,881	2,404,985	183,488		67,736	270,504	386,237	19,890			100,000	3,432,840	(339,959)	(4,520,053)	33,750,000	2026
2027	3,253,234	0	12,589					3,265,823	3,012,400	181,800		67,736	342,108	386,237	19,890			100,000	4,110,171	(844,348)	(5,364,401)	31,615,000	2027
2028	3,253,234	0	12,589					3,265,823	3,101,465	180,133		67,736	342,108	386,237	19,890			100,000	4,197,569	(931,746)	(6,296,147)	29,325,000	2028
2029	3,522,255	0	12,589					3,534,844	3,204,994	183,384		67,736	453,492	386,237	19,890			100,000	4,415,733	(880,890)	(7,177,037)	26,860,000	2029
2030	3,522,255	0	12,589					3,534,844	3,198,409	181,556		67,736	453,492	386,237	19,890			100,000	4,407,320	(872,476)	(8,049,512)	24,330,000	2030
2031	3,522,255	0	12,589					3,534,844	3,299,756	179,727		67,736	453,492	386,237	19,890			100,000	4,506,838	(971,995)	(9,021,507)	21,620,000	2031
2032	3,522,255	0	12,589					3,534,844	3,425,780	172,979		67,736	453,492	386,237	19,890			100,000	4,626,114	(1,091,270)	(10,112,777)	18,700,000	2032
2033	3,522,255	0	12,589					3,534,844	3,616,339	176,217		67,736	453,492	0	19,890			100,000	4,433,673	(898,830)	(11,011,607)	15,485,000	2033
2034	3,522,255	0	12,589					3,534,844	3,703,633	174,336		67,736	453,492	0	19,890			100,000	4,519,086	(984,242)	(11,995,849)	12,075,000	2034
2035	3,522,255	0	12,589					3,534,844	3,174,125	172,397		0	182,988	0	19,890			100,000	3,649,400	(114,556)	(12,110,405)	9,090,000	2035
2036	3,522,255	0	12,589					3,534,844	2,403,448	425,503		0	182,988	0	19,890			100,000	3,131,829	403,015	(11,707,390)	6,530,000	2036
2037	3,522,255	0	12,589					3,534,844	1,930,875	423,292		0	111,384	0	19,890			100,000	2,585,441	949,403	(10,757,987)	4,365,000	2037
2038	3,522,255	0	12,589					3,534,844	1,338,000	425,255		0	111,384	0	19,890			100,000	1,994,529	1,540,315	(9,217,673)	2,725,000	2038
2039	3,522,255	0	12,589					3,534,844	412,000	426,441		0	0	0	19,890			100,000	958,331	2,576,513	(6,641,160)	1,970,000	2039
2040	3,522,255	0	12,589					3,534,844	404,000	426,885		0	0	0	19,890			100,000	950,775	2,584,069	(4,057,090)	1,200,000	2040
2041	3,522,255	0	12,589					3,534,844	0	426,557		0	0	0	19,890			25,000	471,447	3,063,397	(993,693)	815,000	2041
2042	3,522,255	0	12,589					3,534,844	0	425,463		0	0	0	19,890	2,000,000		25,000	2,470,353	1,064,491	70,798	415,000	2042
2043	3,522,255	354	12,589					3,535,198	0	423,611		0	0	0	19,890			25,000	468,501	3,066,697	3,137,495	0	2043
2044	3,522,255	15,687	12,589					3,550,531	0			0	0	0	19,890			25,000	44,890	3,505,641	6,643,136	0	2044
2045	3,522,255	33,216	12,589					3,568,059	0			0	0	0	19,890			25,000	44,890	3,523,169	10,166,306	0	2045
Total (2021-2045)	75,998,633	94,052	327,034	447,440	156,020	2,000,000	3,594,725	82,617,904	47,047,188	5,630,083	1,100,000	677,356	6,934,925	3,353,875	497,250	5,500,000		2,205,664	73,042,459	TRUE		Total (2021-2045)	
Notes:																				Projected TID Closure			

Table 7

Village of Caledonia, Wisconsin																						
Tax Increment District #5																						
Cash Flow Projection																						
Year	Projected Revenues						Expenditures												Balances			Year
							Existing Debt Service	Planned Debt Service - 2023 Bonds	Cornerstone Municipal Revenue Obligation	Cardinal Municipal Revenue Obligation	Cardinal Up-Front Incentive	Reimbursement of Sewer Utility Advances		RCEDC Grant	Capital Projects		Bond Issuance Costs	Admin./ Professional Services	Total Expenditures	Principal/ Incentive Outstanding		
	Tax Increments	Bond Proceeds	Sale of Property	Cardinal Payment	CCM Guarantee	Total Revenues						Principal	Interest		Projects	Utilities				Annual	Cumulative	
2021	0	2,515,099	96,872		10,000	2,621,971	11,100						4,736	2,013,006	6,693		205,095	2,240,630	381,341	(339,305)	4,594,504	2021
2022	30,978			80,050		111,028	135,753					31,508					5,000	172,261	(61,233)	(400,538)	7,894,504	2022
2023	80,341	1,749,295		920,013		2,749,649	960,848			40,171	1,700,000	32,133				46,775	5,000	2,784,927	(35,277)	(435,816)	8,684,334	2023
2024	122,650					122,650	199,235	90,692		55,261		38,639	31,361				5,000	420,188	(297,537)	(733,353)	8,430,434	2024
2025	151,474					151,474	304,935	67,180	4,347	64,869		39,693	29,794				5,000	515,817	(364,343)	(1,097,696)	8,051,525	2025
2026	247,553					247,553	380,485	67,180	19,720	74,477		41,449	28,171				5,000	616,481	(368,928)	(1,466,624)	7,565,879	2026
2027	382,064					382,064	455,435	67,180	42,779	84,084		43,206	26,478				5,000	724,161	(342,098)	(1,808,722)	6,965,810	2027
2028	727,948					727,948	498,220	67,180	54,308	228,203		45,313	24,708				5,000	922,931	(194,984)	(2,003,706)	6,157,986	2028
2029	1,052,095					1,052,095	495,193	67,180	57,647	381,929		47,070	22,860				5,000	1,076,878	(24,783)	(2,028,489)	5,186,340	2029
2030	1,359,547					1,359,547	383,040	67,180	57,647	535,655		48,826	20,942				5,000	1,118,290	241,257	(1,787,231)	4,164,212	2030
2031	1,359,547					1,359,547		67,180	57,647	535,655		50,582	18,954				5,000	735,018	624,529	(1,162,702)	3,520,327	2031
2032	1,359,547					1,359,547		67,180	57,647	535,655		52,338	17,157				5,000	734,978	624,570	(538,133)	2,874,686	2032
2033	1,359,547					1,359,547		194,983	57,647	264,041		54,095	15,561				5,000	591,327	768,221	230,088	2,368,902	2033
2034	1,359,547					1,359,547		195,450	57,647			69,199	14,057				5,000	341,354	1,018,194	1,248,282	2,107,056	2034
2035	1,359,547					1,359,547		195,602	32,961			70,604	12,659				5,000	316,826	1,042,721	2,291,003	1,863,490	2035
2036	1,359,547					1,359,547		195,370				72,009	11,233				5,000	283,612	1,075,935	3,366,938	1,646,481	2036
2037	1,359,547					1,359,547		194,741				73,414	9,733				5,000	282,888	1,076,659	4,443,597	1,423,066	2037
2038	1,359,547					1,359,547		193,762				75,171	8,154				5,000	282,087	1,077,460	5,521,058	1,192,896	2038
2039	1,359,547					1,359,547		192,501				76,927	6,490				5,000	280,918	1,078,629	6,599,687	955,969	2039
2040	1,359,547					1,359,547		195,875				78,683	4,739				5,000	284,298	1,075,250	7,674,936	707,285	2040
2041	1,359,547					1,359,547		193,871				80,088	2,903				5,000	281,863	1,077,685	8,752,621	452,197	2041
2042	1,359,547					1,359,547		191,593				82,196	976				5,000	279,765	1,079,782	9,832,403	190,001	2042
2043	1,359,547					1,359,547		193,943									5,000	198,943	1,160,605	10,993,008		2043
2044	1,359,547					1,359,547											5,000	5,000	1,354,547	12,347,556		2044
2045	1,359,547					1,359,547											5,000	5,000	1,354,547	13,702,103		2045
2046	1,359,547					1,359,547											5,000	5,000	1,354,547	15,056,650		2046
2047	1,359,547					1,359,547											5,000	5,000	1,354,547	16,411,198		2047
Total (2021-2047)	27,266,955	4,264,394	1,096,935	1,010,063	32,648,284	33,193,284	5,554,243	2,765,818	500,000	2,800,000	2,839,504	1,139,504	375,307	2,017,742	2,019,699	53,468	69,435	15,841,535	32,638,284			Total (2021-2047)
Notes:																				Projected TID Closure		
¹ Represents the total principal drawn as of October 17, 2022, per Village officials.																						

5 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates April, 2018 - April, 2023



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

RESOLUTION NO. 2023-36
(4/11/2023)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD A
CONTRACT FOR THE CALEDONIA CORPORATE PARK INTERSECTIONS
PROJECT**

WHEREAS, the Village of Caledonia has designed the Caledonia Corporate Park Intersections Project within the Highway K Right of Way to provide access to the Caledonia Corporate Park property for development.

WHEREAS, the Village of Caledonia is contractually obligated in the Development Agreement with TI Investors of Caledonia LLC, which has been adopted by Resolution 2022-41, to construct the Intersections of the Public Roads with Highway K as a Village Project and as part of the Infrastructure Improvements of the Caledonia Corporate Park.

WHEREAS, the Village of Caledonia has advertised to receive sealed bids for the Caledonia Corporate Park Intersections Project and 2 sealed bids were received on April 5, 2022.

WHEREAS, the Village of Caledonia held a Public Bid Opening at the Village Hall to read the sealed bids.

WHEREAS, the lowest responsible bidder was Reesman's Excavating & Grading Inc. 28815 Bushnell Road Burlington, WI 53105, with a bid amount of \$1,220,287.99.

WHEREAS, the Public Service Director and the Village's consulting engineer, Foth Infrastructure & Environment LLC., recommended awarding the contract for the Caledonia Corporate Park Intersection Project to the lowest responsible bidder, Reesman's Excavating & Grading Inc. in the amount of \$1,220,287.99.

NOW, THEREFORE, BE IT RESOLVED that the contract for the Project be, and hereby is, awarded to the lowest responsible bidder, Reesman's Excavating & Grading Inc in the amount of \$1,220,287.99 and that the Village President and Village Clerk are authorized to execute any documents necessary to carry out the intent of this Resolution.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Caledonia Corporate Park Intersections (#8381809)
Owner: Villlage of Caledonia
Solicitor: Foth - Milwaukee
04/05/2023 02:00 PM CDT

					Reesmans Excavating & Grading, Inc.		Buteyn-Peterson Construction Company	
Line Item	Item Code	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension
1	203.0100	Removing Small Pipe Culverts	EACH	1	\$1,385.42	\$1,385.42	\$750.00	\$750.00
2	204.0100	Removing Concrete Pavement	SY	358	\$19.35	\$6,927.30	\$15.00	\$5,370.00
3	204.0110	Removing Asphaltic Surface	SY	974	\$6.38	\$6,214.12	\$5.00	\$4,870.00
4	204.0150	Removing Curb & Gutter	LF	753	\$8.84	\$6,656.52	\$12.00	\$9,036.00
5	204.0220	Removing Inlets	EACH	3	\$358.74	\$1,076.22	\$500.00	\$1,500.00
6	204.0245	Removing Storm Sewer	LF	28	\$46.35	\$1,297.80	\$30.00	\$840.00
7	205.0100	Excavation Common	CY	2255	\$51.51	\$116,155.05	\$36.80	\$82,984.00
8	205.0100	Excavation Common (EBS)	CY	550	\$70.81	\$38,945.50	\$36.80	\$20,240.00
9	305.0110	Base Aggregate Dense 3/4-Inch	TON	238	\$28.70	\$6,830.60	\$38.00	\$9,044.00
10	305.0120	Base Aggregate Dense 1 1/4-Inch	TON	2110	\$26.27	\$55,429.70	\$26.00	\$54,860.00
11	312.0110	Select Crushed Material	TON	1162	\$25.71	\$29,875.02	\$30.00	\$34,860.00
12	415.0105	Concrete Pavement 10 1/2-Inch	SY	1141	\$84.45	\$96,357.45	\$85.00	\$96,985.00
13	416.0610	Drilled Tie Bars	EACH	253	\$16.23	\$4,106.19	\$14.00	\$3,542.00
14	416.0620	Drilled Dowel Bars	EACH	8	\$57.97	\$463.76	\$50.00	\$400.00
15	455.0605	Tack Coat	GAL	352	\$4.06	\$1,429.12	\$3.50	\$1,232.00
16	460.6223	HMA Pavement 3 MT 58-28 S	TON	867	\$87.10	\$75,515.70	\$73.40	\$63,637.80
17	460.6224	HMA Pavement 4 MT 58-28 S	TON	289	\$91.41	\$26,417.49	\$78.85	\$22,787.65
18	522.0115	Culvert Pipe Reinforced Concrete Class III 15-Inch	LF	19	\$126.37	\$2,401.03	\$175.00	\$3,325.00
19	522.0118	Culvert Pipe Reinforced Concrete Class III 18-Inch	LF	19	\$135.58	\$2,576.02	\$175.00	\$3,325.00
20	522.0124	Culvert Pipe Reinforced Concrete Class III 24-Inch	LF	133	\$177.94	\$23,666.02	\$190.00	\$25,270.00
21	522.1024	Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	EACH	1	\$3,213.79	\$3,213.79	\$1,800.00	\$1,800.00
22	522.0312	Culvert Pipe Reinforced Concrete Class IV 12-Inch	LF	87	\$119.61	\$10,406.07	\$90.00	\$7,830.00
23	601.0409	Concrete Curb & Gutter 30-Inch Type A	LF	57	\$32.46	\$1,850.22	\$28.00	\$1,596.00
24	601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	734	\$32.46	\$23,825.64	\$28.00	\$20,552.00
25	601.0555	Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	LF	185	\$38.26	\$7,078.10	\$33.00	\$6,105.00
26	601.0557	Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	LF	194	\$38.26	\$7,422.44	\$33.00	\$6,402.00
27	602.0410	Concrete Sidewalk 5-Inch	SF	2510	\$7.25	\$18,197.50	\$6.25	\$15,687.50
28	611.0535	Manhole Covers Type J-Special	EACH	4	\$663.11	\$2,652.44	\$650.00	\$2,600.00
29	611.0624	Inlet Covers Type H	EACH	4	\$936.98	\$3,747.92	\$900.00	\$3,600.00
30	611.2004	Manholes 4-FT Diameter	EACH	2	\$3,793.72	\$7,587.44	\$4,200.00	\$8,400.00
31	611.2005	Manholes 5-FT Diameter	EACH	1	\$5,945.48	\$5,945.48	\$6,500.00	\$6,500.00
32	611.2006	Manholes 6-FT Diameter	EACH	1	\$6,454.46	\$6,454.46	\$7,000.00	\$7,000.00
33	611.3230	Inlets 2x3-FT	EACH	4	\$3,047.23	\$12,188.92	\$2,500.00	\$10,000.00
34	611.0420	Reconstructing Manholes (Sanitary)	EACH	2	\$4,066.87	\$8,133.74	\$2,500.00	\$5,000.00
36	612.0106	Pipe Underdrain 6-Inch	LF	25	\$66.28	\$1,657.00	\$30.00	\$750.00
37	612.0806	Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	EACH	1	\$1,363.78	\$1,363.78	\$350.00	\$350.00
38	619.1000	Mobilization	EACH	1	\$20,704.18	\$20,704.18	\$98,000.00	\$98,000.00
39	620.0300	Concrete Median Sloped Nose	SF	184	\$13.91	\$2,559.44	\$12.00	\$2,208.00
40	628.1504	Silt Fence	LF	960	\$2.26	\$2,169.60	\$5.00	\$4,800.00
41	628.7015	Inlet Protection Type C	EACH	10	\$98.54	\$985.40	\$150.00	\$1,500.00
42	628.7504	Temporary Ditch Checks	LF	210	\$8.58	\$1,801.80	\$25.00	\$5,250.00
43	628.7555	Culvert Pipe Checks	EACH	2	\$75.36	\$150.72	\$250.00	\$500.00
44	531.5130	Foundation Single Shaft Type MC-III (Structure)	EACH	1	\$21,407.57	\$21,407.57	\$35,000.00	\$35,000.00
45	532.5130	Monotube Cantilever Type III (Structure)	EACH	1	\$38,225.52	\$38,225.52	\$75,000.00	\$75,000.00
46	531.2042	Drilling Shaft 42-Inch	LF	18	\$463.71	\$8,346.78	\$1,450.00	\$26,100.00
47	633.5200	Markers Culvert End	EACH	2	\$98.54	\$197.08	\$350.00	\$700.00
48	634.0618	Posts Wood 4x6-Inch X 18-FT	EACH	34	\$214.47	\$7,291.98	\$350.00	\$11,900.00
49	637.0620	Sign Flags Permanent Type II	EACH	6	\$86.95	\$521.70	\$400.00	\$2,400.00
50	637.2210	Signs Type II Reflective H	SF	146.24	\$36.87	\$5,391.87	\$50.00	\$7,312.00
51	637.2215	Signs Type II Reflective H Folding	SF	15.54	\$89.52	\$1,391.14	\$50.00	\$777.00
52	637.2230	Signs Type II Reflective F	SF	60	\$38.72	\$2,323.20	\$50.00	\$3,000.00
53	638.2102	Moving Signs Type II	EACH	6	\$214.47	\$1,286.82	\$350.00	\$2,100.00
54	638.2602	Removing Signs Type II	EACH	2	\$22.03	\$44.06	\$250.00	\$500.00
55	638.3000	Removing Small Sign Supports	EACH	9	\$22.03	\$198.27	\$250.00	\$2,250.00
56	645.0220	Geogrid Type SR	SY	2900	\$4.80	\$13,920.00	\$3.50	\$10,150.00

Caledonia Corporate Park Intersections (#8381809)
Owner: Villlage of Caledonia
Solicitor: Foth - Milwaukee
04/05/2023 02:00 PM CDT

					Reesmans Excavating & Grading, Inc.		Buteyn-Peterson Construction Company	
Line Item	Item Code	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension
57	646.1020	Marking Line Epoxy 4-Inch	LF	5953	\$1.62	\$9,643.86	\$1.40	\$8,334.20
58	646.1545	Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	LF	127	\$5.80	\$736.60	\$5.00	\$635.00
59	646.3020	Marking Line Epoxy 8-Inch	LF	671	\$3.48	\$2,335.08	\$3.00	\$2,013.00
60	646.3545	Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	LF	449	\$6.96	\$3,125.04	\$6.00	\$2,694.00
61	646.5020	Marking Arrow Epoxy	EACH	13	\$336.19	\$4,370.47	\$290.00	\$3,770.00
62	646.5120	Marking Word Epoxy	EACH	3	\$347.78	\$1,043.34	\$300.00	\$900.00
63	646.7120	Marking Diagonal Epoxy 12-Inch	LF	443	\$12.75	\$5,648.25	\$11.00	\$4,873.00
64	646.8120	Marking Curb Epoxy	LF	173	\$9.27	\$1,603.71	\$8.00	\$1,384.00
65	646.8220	Marking Island Nose Epoxy	EACH	3	\$330.40	\$991.20	\$285.00	\$855.00
66	646.9000	Marking Removal Line 4-Inch	LF	4013	\$0.87	\$3,491.31	\$0.75	\$3,009.75
67	646.9200	Marking Removal Line Wide	LF	240	\$8.12	\$1,948.80	\$7.00	\$1,680.00
68	646.9300	Marking Removal Special Marking	LF	2	\$307.21	\$614.42	\$265.00	\$530.00
69	647.0566	Pavement Marking Stop Line Epoxy 18-Inch	LF	113	\$19.71	\$2,227.23	\$17.00	\$1,921.00
70	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	588	\$16.29	\$9,578.52	\$17.00	\$9,996.00
71	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	845	\$59.78	\$50,514.10	\$20.00	\$16,900.00
72	652.0800	Conduit Loop Detector	LF	497	\$14.55	\$7,231.35	\$15.00	\$7,455.00
73	652.0900	Loop Detector Slots	LF	497	\$42.15	\$20,948.55	\$40.00	\$19,880.00
74	653.0135	Pull Boxes Steel 24X36-Inch	EACH	6	\$2,079.75	\$12,478.50	\$2,000.00	\$12,000.00
75	653.0140	Pull Boxes Steel 24X42-Inch	EACH	1	\$2,134.04	\$2,134.04	\$2,200.00	\$2,200.00
76	654.0101	Concrete Bases Type 1	EACH	2	\$1,427.53	\$2,855.06	\$1,400.00	\$2,800.00
77	654.0105	Concrete Bases Type 5	EACH	3	\$1,773.25	\$5,319.75	\$1,800.00	\$5,400.00
78	654.0110	Concrete Bases Type 10	EACH	1	\$9,329.71	\$9,329.71	\$9,000.00	\$9,000.00
79	654.0120	Concrete Bases Type 10-Special	EACH	2	\$16,971.13	\$33,942.26	\$11,000.00	\$22,000.00
80	654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	1	\$4,591.52	\$4,591.52	\$3,000.00	\$3,000.00
81	655.0230	Cable Traffic Signal 5-14 Awg	LF	281	\$3.08	\$865.48	\$2.25	\$632.25
82	655.0240	Cable Traffic Signal 7-14 Awg	LF	227	\$3.76	\$853.52	\$2.50	\$567.50
83	655.0260	Cable Traffic Signal 12-14 Awg	LF	403	\$6.20	\$2,498.60	\$4.00	\$1,612.00
84	655.0320	Cable Type 2-10 Awg Grounded	LF	1034	\$2.70	\$2,791.80	\$2.25	\$2,326.50
85	655.0515	Cable Traffic Signal 10 Awg	LF	796	\$1.59	\$1,265.64	\$3.50	\$2,786.00
86	655.0610	Cable Traffic Signal 12 Awg	LF	720	\$1.31	\$943.20	\$1.25	\$900.00
87	655.0700	Loop Detector Lead In Cable	LF	1350	\$2.55	\$3,442.50	\$2.25	\$3,037.50
88	655.0800	Loop Detector Wire	LF	1193	\$1.74	\$2,075.82	\$1.90	\$2,266.70
89	656.0201	Electrical Service Meter Breaker Pedestal	EACH	1	\$2,162.70	\$2,162.70	\$2,000.00	\$2,000.00
90	657.0100	Pedestal Bases	EACH	2	\$433.25	\$866.50	\$600.00	\$1,200.00
91	657.0255	Transformer Bases Breakaway 11 1/2 Inch Bolt Circle	EACH	3	\$1,071.93	\$3,215.79	\$700.00	\$2,100.00
92	657.0322	Poles Type 5 Aluminum	EACH	3	\$3,045.40	\$9,136.20	\$2,300.00	\$6,900.00
93	657.0345	Poles Type 9	EACH	1	\$13,483.13	\$13,483.13	\$9,300.00	\$9,300.00
94	657.0352	Poles Type 10-Special	EACH	2	\$20,406.36	\$40,812.72	\$14,000.00	\$28,000.00
95	657.0405	Traffic Signal Standards Aluminun 3.5-Ft	EACH	1	\$485.12	\$485.12	\$600.00	\$600.00
96	657.0420	Traffic Signal Standards Aluminun 13-Ft	EACH	1	\$1,326.63	\$1,326.63	\$950.00	\$950.00
97	657.0530	Monotube Arms 30-Ft	EACH	1	\$9,156.82	\$9,156.82	\$7,000.00	\$7,000.00
98	657.0545	Monotube Arms 45-Ft	EACH	2	\$9,726.41	\$19,452.82	\$7,200.00	\$14,400.00
99	657.0610	Luminaire Arms Single Member 4 1/2 Inch Clamp 6-Ft	EACH	3	\$567.18	\$1,701.54	\$450.00	\$1,350.00
100	657.0815	Luminaire Arms Steel 15-Ft	EACH	2	\$1,975.19	\$3,950.38	\$1,700.00	\$3,400.00
101	658.0173	Traffic Signal Face 3S 12-Inch	EACH	7	\$1,337.14	\$9,359.98	\$1,000.00	\$7,000.00
102	658.0174	Traffic Signal Face 4S 12-Inch	EACH	2	\$1,881.70	\$3,763.40	\$1,200.00	\$2,400.00
103	658.0500	Pedestrian Push Button	EACH	1	\$484.66	\$484.66	\$500.00	\$500.00
104	658.5070	Signal Mounting Hardware	LS	1	\$3,304.66	\$3,304.66	\$4,800.00	\$4,800.00
105	659.1125	Luminaires Utility Led C	EACH	5	\$564.73	\$2,823.65	\$750.00	\$3,750.00
106	690.0150	Sawing Asphalt	LF	1339	\$2.00	\$2,678.00	\$2.25	\$3,012.75
107	690.0250	Sawing Concrete	LF	772	\$2.70	\$2,084.40	\$4.00	\$3,088.00
108	SPV.0060.01	Traffic Signal Controller Cabinet	EACH	1	\$37,077.50	\$37,077.50	\$33,000.00	\$33,000.00
109	SPV.0060.02	Traffic Signal Controller	EACH	1	\$10,718.42	\$10,718.42	\$6,000.00	\$6,000.00
110	SPV.0060.03	Emergency Vehicle Preemption System	EACH	1	\$14,113.17	\$14,113.17	\$24,000.00	\$24,000.00
111	SPV.0105.01	Traffic Control (Project)	LS	1	\$37,908.47	\$37,908.47	\$65,000.00	\$65,000.00
112	SPV.0180.01	Restore Distubed Areas	SY	2600	\$9.39	\$24,414.00	\$12.00	\$31,200.00
Bid Total:						\$1,220,287.99		\$1,256,787.10

Village of Caledonia
Caledonia Corporate Park Intersections
Bid Summary
April 5, 2023
2:00 PM

Company Name	Bid Bond	Subcontractor Listing	Substitutes and Or Equal	Bid Total	Apparent Low Bidder
Reesman's	✓	✓	✓	\$ 1,220,287.99	✓
Buteyn Peterson	✓	✓	✓	\$ 1,256,787.10	





Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

April 6, 2023

Tony Bunkelman, PE
Caledonia Utility District
333 4 ½ Mile Road
Racine, WI 53402

RE: Caledonia Corporate Park Intersections

Dear Tony: We have reviewed the bids received on April 5, 2023, for the above referenced project. A summary of the bid is as follows:

Bidder	Total Bid Amount
Reesmans Excavating & Grading, Inc.	\$ 1,220,287.99
Buteyn-Peterson Construction Company	\$ 1,256,787.10

Utility counsel has reviewed the prequalification statements for the bidders and has determined that the bidders have met the prequalification requirements.

We recommend awarding the project to Reesmans Excavating & Grading, Inc. for the total bid amount of \$ 1,220,287.99. Their bid is complete and contains all required documentation.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew M. Schultz".

Andrew Schultz, PE

Project Manager

Enclosure: Bid Results Worksheet

RESOLUTION NO. 2023-37
(4/11/2023)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD A CONTRACT
FOR 2023 CULVERT REPLACEMENT PROJECT**

WHEREAS, the Engineering Department has designed and prepared the 2023 Culvert Replacement Project to replace existing road culverts in advance of the 2023 Paving Projects.

WHEREAS, the Village of Caledonia has advertised to receive sealed bids for the 2023 Culvert Replacement Project and 6 sealed bids were received on April 5, 2023.

WHEREAS, the Village of Caledonia held a Public Bid Opening at the Village Hall to read the sealed bids.

WHEREAS, the lowest responsible bidder was All-Ways Contractors, Inc. PO Box 798 Elm Grove, WI 53122, with a bid amount of \$103,242.00.

WHEREAS, the Village Engineer and the Public Services Director recommend awarding the contract for the 2023 Culvert Replacement Project to the lowest responsible bidder All-Ways Contractors, Inc. in the amount of \$103,242.00.

WHEREAS, the Caledonia Utility District recommend awarding the contract for the 2023 Culvert Replacement Project to the lowest responsible bidder All-Ways Contractors, Inc. in the amount of \$103,242.00 at their April 5, 2023 meeting.

NOW, THEREFORE, BE IT RESOLVED that the contract for the Project by and hereby is awarded to the lowest responsible bidder All-Ways Contractors, Inc. in the amount of \$103,242.00 and that the Village President and Village Clerk are authorized to execute any documents as necessary to carry out the intent of this Resolution.

NOW, THEREFORE, BE IT FURHTER RESOLVED that the following rates as shown in Exhibit A are used in the 2023 Culvert Replacement Project.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A

BASE BID

1	Furnish & Install Class III 24" Round Culvert Pipe Reinforced Concrete w/ Apron End Walls	\$229.00	LF
2	Furnish & Install Class IV 29"x45" Elliptical Culvert Pipe Reinforced Concrete w/ Apron End Walls	\$329.00	LF
3	Remove & Replace 6"-8" Farm Tile	\$71.00	LF
4	Furnish & Install 17"x13" Arch CMP Culvert w/ End Aprons (Slurry Backfill)	\$152.00	LF
5	Furnish & Install 21"x15" Arch CMP Culvert w/ End Aprons (Slurry Backfill)	\$133.00	LF
6	Furnish & Install 28"x20" Arch CMP Culvert w/ End Aprons (Slurry Backfill)	\$153.00	LF
7	Furnish & Install 12" PVC Storm Sewer (w/ Spoil and Slurry Backfill)	\$124.00	LF
8	Furnish & Install 24" Yard Drain (RCP Pipe)	\$3,370.00	EA
9	Furnish & Place Asphalt Trench Patch (Binder Only)	\$319.00	TON
10	Furnish & Install Medium Rip Rap	\$65.00	SY
11	Core/Modify Existing Structure	\$840.00	EA

RESOLUTION NO. 2023-38

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
ENTER INTO AN ACCESS AGREEMENT WITH CORNERSTONE
DEVELOPMENT OF S.E. WISCONSIN FOR PARCELS 104-04-23-21-021-000,
104-04-23-21-016-000, 104-04-23-21-016-010, AND 104-04-23-16-021-000.**

WHEREAS, Cornerstone Development of S.E. Wisconsin and the Village have entered into a development agreement for a proposed residential development within TID 5 that is consistent with the project plan for TID 5 and Cornerstone Development of S.E. Wisconsin have requested access to the parcels at 104-04-23-21-021-000, 104-04-23-21-016-000, 104-04-23-21-016-010, and 104-04-23-16-021-000 along Erie Street for the purpose of conducting inspections and investigations in order to collect information, to transplant healthy trees before it becomes harmful to the tree's health, clearing and grubbing of the property, and general grading activities on the site and have agreed to indemnify the Village during such access and activities;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Access Agreement between the Village of Caledonia and Cornerstone Development of S.E. Wisconsin as set forth in **Exhibit A** attached hereto and incorporated herein (the "Access Agreement"), is hereby authorized and approved, and the Village President and Village Clerk are authorized to execute said agreement and the Village Administrator and Director of Public Services are authorized to take such actions necessary in furtherance thereof.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

ACCESS AGREEMENT

This **ACCESS AGREEMENT** ("Agreement") is made and entered into as of April ___, 2023 (the "**Effective Date**"), by and between **Village of Caledonia** (the "**Village**") and Cornerstone Development of S.E. Wisconsin (the Developer).

WITNESSETH THAT:

WHEREAS, the Village owns certain real property legally described in Exhibit A attached hereto (the "**Property**").

WHEREAS, the Developer and the Village are party to that certain Tax Incremental District No. 5 Development Agreement dated as of July 22, 2022 (the "**Development Agreement**") pursuant to which Cornerstone will acquire and develop the Property.

WHEREAS, the Developer has requested a right to access the Property for the purpose of grubbing and grading the Property.

WHEREAS, the Village desires to grant access to the Property to the Developer, subject to the terms, conditions and stipulations set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Right of Access.** Developer, upon reasonable advance notice to Village, which notice shall be transmitted to Village via email at rschmidt@caledonia-wi.gov and pwagner@caledonia-wi.gov, shall have the right to access, and to provide its consultants, architects, engineers, surveyors, and contractors (collectively, "**Contractors**") with access to, the Property for the purpose of performing grubbing and grading activities. Such access shall be at the Developer's sole cost and expense. Notwithstanding anything to the contrary in this Agreement, neither Developer nor its Contractors shall perform any invasive testing (including, but not limited to any soil testing, any Phase II testing or testing for the presence of hazardous building materials) on the Property nor take any samples from the Property without the express written consent of the Village.

2. **Indemnification by Village.** Except to the extent of Village's negligence or willful misconduct, Developer shall indemnify, defend and hold Village, its officials, officers and employees, free and harmless from and against any damages or liability or claims of damages to person or property that might arise from any activity undertaken by Developer (including its employees, representatives and agents) or Contractors on the Property, or arising out of or connected with Developer's exercise of its rights hereunder or Developer's breach of the terms of this Agreement. Developer shall maintain, or cause to be maintained, commercial general liability insurance against claims for bodily injury, loss of life or property damage arising from the exercise of Developer's rights or the performance of activities under this Agreement

with combined single limit coverage of not less than Two Million Dollars (\$2,000,000.00). Developer shall cause Village to be named as an additional insured on such policy by specific endorsement and will provide the Village a certificate of insurance and a copy of the endorsement demonstrating compliance with this Section 2.

3. **Term.** This Agreement shall automatically terminate upon developer's acquisition of the Property, the termination of the Development Agreement. Except for the obligations that survive termination as set forth in Section 8, upon termination this Agreement shall be of no further force or effect.

4. **No Encumbrance of Title or Interest in Real Property.** Developer shall not suffer, permit or cause any mechanic's and materialman's or other similar liens or claims of lien to be filed against all or any portion of the Property. Notwithstanding anything to the contrary contained herein, the interest granted by Village to Developer hereunder constitutes a grant of a revocable license, not a grant of an easement or any other interest in real property.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. **Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

7. **Legal Fees.** In the event legal action is instituted by a party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal as may be determined by the court in which the action is brought.

8. **Survival.** Notwithstanding anything to the contrary contained herein, the obligations set forth in Section 2 and Section 7 shall survive the termination of this Agreement.

9. **Waiver.** Failure of either Developer or Village to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Developer's or Village's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

10. **Counterparts.** This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same document. An executed Agreement transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original document and the signature of any party upon an Agreement transmitted by facsimile or electronic mail shall be considered an original signature.

11. **Captions.** All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the test of this Agreement.

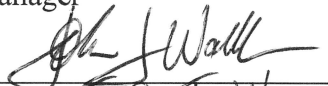
12. **Severability**. In the event any section of this Agreement shall be deemed to be invalid or unenforceable, this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted and shall otherwise remain in full force and effect.

13 **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with respect to the provision hereof and is binding upon Developer and Village and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CORNERSTONE DEVELOPMENT OF SE WI VILLAGE OF CALEDONIA

By: Cornerstone Development of S.E. WI
Manager

By: 
Name: JOHN J. WAHLIN
Title: OWNER, MEMBER

By: _____
Name: James R. Dobbs
Title: Village President

Attest: _____
Name: Joslyn Hoeffert, Village Clerk

EXHIBIT A

Property

All that part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 16 and the Northeast 1/4 of the Northwest 1/4 of Section 21, all in Town 4 North, Range 23 East, in the Village of Caledonia, Racine County, Wisconsin, now being more particularly bounded and described as follows: Commencing at the South 1/4 Corner of said Section 16; Thence South 89°21'20" West and along the South line of the said Southwest 1/4 of said Section 16, 33.00 feet to a point on the West Right-of-Way line of "Erie Street" and the place of beginning of lands hereinafter described; Thence South 00°27'09" East and along the said West Right-of-Way line, 328.53 feet to a point; Thence South 89°21'20" West and along the North line of "Arlington Heights No. 4" (A Subdivision Plat of Record), 444.96 feet to a point; Thence North 00°27'09" West and along the East line of "Arlington Heights No. 5" (A Subdivision Plat of Record), 328.53 feet to a point on the said South line of the said Southwest 1/4 of said Section 16; Thence South 89°21'20" West and along the said South line of the said Southwest 1/4 Section, 933.93 feet to a point; Thence North 00°24'34" West and along the East line of "Lake Charles Estates" (A Subdivision Plat of Record), 528.00 feet to a point on the South line of Lot 1 of Certified Survey Map No. 3089; Thence North 89°21'20" East and along the said South line and the Easterly extension thereof, 975.73 feet to a point; Thence South 00°28'13" East, 200.00 feet to a point; Thence North 89°21'20" East, 435.60 feet to a point on the East line of the said Southwest 1/4 of said Section 16; Thence South 00°28'13" East and along the said East line, 328.00 feet to the point of beginning of this description.

Said Parcel contains 804,389 Square Feet (or 18.4662 Acres) of land, more or less.