

VILLAGE BOARD MEETING AGENDA
Tuesday, February 13, 2024 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes** - Village Board – January 23, 2024
5. **Public Comment** – Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.
6. **Ordinances and Resolutions**
 - A. **Ordinance 2024-02** – 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 ±28.81 Acres from R-3, Single Family Residential District to I-1, Institutional District for the Parcel Located at 2115 5 ½ Mile Road, Parcel Id No. 104-04-23-17-082-000, Village of Caledonia, Racine County, WI., Racine Unified School District, Owner (*Plan Commission 1/29/24, 6-0*)
 - B. **Resolution 2024-011** – To Approve a Request for a Site, Building, & Operations Plan to Construct and Utilize a ±38,000 Square-Foot Middle School Addition, A ±5,000 Square-Foot Cafeteria Addition on the Existing School, and Other Site Modifications, Village of Caledonia, Racine County, WI; Jason Albrecht, Applicant; Racine Unified School District, Owner (*Plan Commission 1/29/24, 6-0*)
 - C. **Resolution 2024-012** – To Approve a Site, Building, & Operations Plan to Construct and Utilize a ±5,580 Square-Foot, Gravel, Outdoor Storage Yard with Fencing for the Parcel Located 6228 Douglas Avenue, Pete Sanfelippo, Applicant, Meade Inc., Owner (*Plan Commission 1/29/24, 6-0*)
 - D. **Resolution 2024-013** – To Approve a Request for a Conditional Use Permit to Allow for the Operation of a Contractor’s Yard with a Fenced, Outdoor Storage Yard for Related Business Equipment and Materials for the Parcel Located at 6228 Douglas Avenue, Meade Inc., Owner (*Plan Commission 1/29/24, 6-0*)
 - E. **Resolution 2024-014** – To Approve a Site, Building, & Operations Plan to Construct A ±651 Square-Foot Accessory Structure with a Solar Panel Roof for the Property Located at 7133 Michna Road, Village of Caledonia, Racine County, WI; Marylynn Conter Strack, Applicant, Sisters of St. Dominic, Owner (*Plan Commission 1/29/24, 6-0*)
 - F. **Resolution 2024-015** – To Approve a Waiver to Ordinance Sec. 14-3-5(B) and a Preliminary Condominium Plat for Waters Edge Place PARCEL IDS 104-04-23-21-003-020, 104-04-23-21-003-010, 104-04-23-21-003-030 –Located in the NE ¼ of Section 21, T4N, R23E, Village of Caledonia, Racine County, WI – Owner & Applicant – CCM – Caledonia, LLC. (*Plan Commission 1/29/24, 6-0*)
 - G. **Resolution 2024-016** –To Approve Certified Survey Map # _____; – Parcel Id 104-04-23-21-003-020, 104-04-23-21-003-010, 104-04-23-21-003-030 - Located in the NE ¼ of Section 21, T4N, R23E, Village of Caledonia, Racine County, WI – Owner & Applicant – CCM – Caledonia, LLC. (*Plan Commission 1/29/24, 6-0*)
 - H. **Resolution 2024-017** – To Approve a Waiver of Ordinance Sec. 14-3-5(B) (Conservation Easement) and Amended Preliminary Plat of Caitlyn Woods, Which Proposes 70 Single-Family Residential Lots (Including One Flag Lot) and 3 Outlots on Parcel Id No. 104-04-23-17-072-000 Submitted by Dan Szczap, Applicant, Middle Road Investments LLC, Owner (*Plan Commission 1/29/24, 6-0*)
 - I. **Resolution 2024-018** – To Approve a Waiver of Ordinance Sec. 14-3-5(B) (Conservation Easement) and the Amended Preliminary Plat of Audubon Arboretum, Which Proposes 120 Single-Family Residential Lots and 5 Outlots On Parcel Id Nos. 104-04-23-17-084-000, 104-04-23-17-085-000, 104-04-23-17-086-005, and 104-04-23-17-083-000 Submitted by Daniel Szczap, Applicant, Audubon Park-Racine, LLC, Owner (*Plan Commission 1/29/24, 6-0*)

- J. **Resolution 2024-019** – To Approve an Amended Preliminary Plat of Homestead Acres, Which Proposes 54 Single-Family Residential Lots, 21 2-Family Residential Lots, and 4 Outlots On Parcel Id Nos. 104-04-22-35-29-030, 104-04-22-34-081-010, Submitted By Nancy Washburn, Applicant, The Newport Group Ltd, Owner and Denying the Request for a Waiver of the Conservation Easement Required Under Sec. 14-3-5(B) of the Code of Ordinances (*Plan Commission 1/29/24, 5-1*)
 - K. **Resolution 2024-020** – To Approve a Concept Plan for the Proposed Crawford Subdivision to Establish the Base Development Yield and Density and to Approve the Waivers of Ordinance 14-3-4(C)(4)(B)(Ii) and 14-3-5(B) with 14 Single-Family Residential Lots and 1 Outlot on Parcel Id No. 104-04-22-24-036-020 Submitted By Nancy Washburn, Applicant TNG 23, LLC, Owner (*Plan Commission 1/29/24, 4-2*) (*Applicant has submitted a request to postpone the item*)
 - L. **Resolution 2024-021** – To Accept Improvements in the Caledonia Corporate Park (*CoW 1/23/24, 6-0*)
 - M. **Resolution 2024-022** – To Accept Improvements for the Corona Drive Extension (*CoW 1/23/24, 6-0*)
 - N. **Resolution 2024-023** – To Accept Improvements For The Buckley Road Extension (*CoW 1/23/24, 6-0*)
 - O. **Resolution 2024-024** –To Execute a Stormwater Pond Easement Agreement with TI Investors Of Caledonia LLC (*CUD 02/07/24*)
 - P. **Resolution 2024-025** –Authorizing the Awarding of a Contract for Hot Mix Asphalt Paving in the Village of Caledonia For 2024 (*Village Board Only*)
 - Q. **Resolution 2024-026** – Reviving the Personnel Committee of the Village Board for the Limited Capacity of Grievance Appeals (*CoW 1/23/24, 6-0*)
 - R. **Resolution 2024-027** - Resolution of the Village Board of the Village of Caledonia to Approve a Variance for 6243 Charles Street From the Sewer Service Charge (*CUD 01/11/24, COW 1/23/24, 4-2*)
 - S. **Resolution 2024-028** – To Vote to Approve the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and its Affiliated Debtors as Recommended by the Official Committee of Opioid Claimants (*Village Board Only*)
7. **New Business**
- 1.Approval of A/P checks
 - 2.Appointment of Michael Lambrecht to the Communications Committee
 - 3. Adoption of Village standard color on website
8. **Adjournment**

**Village Board Meeting
January 23, 2024**

1 - Order

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

2 - Pledge of Allegiance

3 - Roll Call

Board: Trustee McManus, Trustee Stillman, Trustee Lambrecht, Trustee Martin, Trustee Pierce and President Weatherston.

Absent: Trustee Wishau was excused.

Staff: Administrator Kathryn Kasper, Clerk Jennifer Olsen, Public Services Director Tony Bunkelman, Engineer Ryan Schmidt, Finance Director Wayne Krueger, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Assistant Attorney/HR Manager Tyler Helsel and Village Attorney Elaine Ekes.

4 – Approval of Minutes

4A. Village Board – January 09, 2024

Motion by Trustee Lambrecht to approve the Village Board minutes of the 1/09/24 meeting as printed. Seconded by Trustee Stillman. Motion carried unanimously.

5 – Public Comment

None

6 - Ordinances and Resolutions

6A. Ordinance 2023-27 – To Amend And Renumber Chapter 3, Chapter 5 And Chapter 6 Of Title 15 With The Amended Chapters To Be As Follows: Chapter 5 - Fences, Chapter 7 – Fair Housing, And Chapter 9 – Property Address Signs; To Repeal Chapter 4 - Grievances Regarding Access To Public Buildings By Handicapped Persons; And To Renumber Title 15 Chapter 2 – Construction Site Erosion Control Ordinance To Be Chapter 6; To Create Chapter 3 – Regulations For Moving And Razing Buildings, And To Create Chapter 4 – Swimming Pools; All Placed Within Title 15 Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin (*Legislative & Licensing 4/4/23 laid over, 5/2/23 laid over, 5/16/23 3,0, Committee of the Whole 11/28/23, 7,0, Village Board – send back to COW, 12/12/23, 6,0, Committee of the Whole 1/9/2024, 6-0*)

Trustee Martin expressed concerns regarding Fair Housing language in the ordinance. Village Attorney Elaine Ekes stated that instead of the ordinance reciting the federal fair housing code, the Village Clerk will have pertinent forms to direct residents to the correct agency, and that an ADA grievance policy is in place and is addressed through various departments and federal law, and so did not need to be a part of this ordinance.

Motion by Trustee McManus to approve Ordinance 2023-27 as amended. Seconded by Trustee Stillman. Motion carried unanimously.

6B. Resolution 2024-004 –Authorizing The Village Of Caledonia To Enter Into A Contract With The Racine County Economic Development Corporation For Economic Development Technical Assistance For 2024 (*Village Board only*)

Laura Million from RCEDC presented the contract. Comments were made by several Trustees expressing their hope for additional opportunities with the Microsoft development.

Motion by Trustee Pierce to approve. Seconded by Trustee Stillman. Motion carried unanimously.

6C. Resolution 2024-005 - Authorizing The First Amendment To The Payment In Lieu Of Taxes Agreement Between The Village Of Caledonia And Racine County For The Property Located Along Three Mile Road, Lots 2 And 3 Of CSM 1499 In The Village Of Caledonia, Wisconsin (*Village Board only*)

Village Attorney Elaine Ekes presented an overview of this item explaining that the amended agreement will only delay the first PILOT payment made by Racine County by one year and will not reduce the total amount of the payments.

Motion by Trustee Lambrecht to approve. Seconded by President Weatherston. Motion carried unanimously.

6D. Resolution 2024-006 – Resolution Of The Village Board Of The Village Of Caledonia Disallowing the Claim of Melissa and Joseph Stancato Dated October 14, 2023 and Filed With the Village on November 16, 2023 (*Committee of the Whole 1/9/2024*)

Melissa Stancato appeared to speak on her behalf. Village Attorney Tyler Helsel explained that municipalities have certain immunities from liability. Although the tree was in the public right-of-way, the Village did not have knowledge of its potential fall, and therefore is not liable. Trustee Martin explained the reason the immunity existed and why the Village had to deny the claim.

Motion by Trustee Pierce to approve. Seconded by Trustee Stillman. Motion carried 4-2, with Trustees Martin and Pierce voting nay.

6E. Resolution 2024-007 - Approving A Budget Amendment To Purchase & Install Salting Equipment For A Public Works Plow Truck (*Committee of the Whole 1/9/2024, 6-0*)

Motion by Trustee Martin to approve. Seconded by Trustee Stillman. Motion carried unanimously.

6F. Resolution 2024–008 – Authorizing A Waiver To Ordinance 18-1-4-(D)(4) Allowing a Second Driveway Access To The Property At 7521 5 Mile Road Parcel Id – 104-04-22-22-001-000; Michael Leiber – Owner (*Committee of the Whole 1/9/2024, 4-2*)

Motion by Trustee McManus to approve. Seconded by Trustee Martin. Motion carried unanimously.

6G. Resolution 2024–009 Resolution Approving Reimbursement Agreement for a Proposed Development Located in Tax Incremental District No. 4 in the Village Of Caledonia (*Village Board only*)

Motion by Trustee McManus to approve. Seconded by Trustee Martin. Motion carried unanimously.

6H. Resolution 2024–010 Resolution Approving Park Use Agreement for Angels Youth Softball Association, Inc. for Use of Crawford Park (*Parks Committee 1/9/2024*)

Motion by Trustee Lambrecht to approve. Seconded by Trustee McManus. Motion carried unanimously.

7. - New Business

7A. Approval of A/P checks

Motion by Trustee Stillman to approve A/P Checks. Seconded by Trustee McManus. Motion carried unanimously.

7B. Approval of US Bank list

Motion by Trustee Stillman to approve US Bank credit card list. Seconded by Trustee McManus. Motion carried unanimously.

8 – Adjournment

President Weatherston adjourned the meeting at 6:40 p.m.

Respectfully prepared and submitted,

Jennifer Olsen
Village Clerk

ORDINANCE NO. 2024-02

**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 ±28.81 ACRES
FROM R-3, SINGLE FAMILY RESIDENTIAL DISTRICT TO I-1, INSTITUTIONAL
DISTRICT FOR THE PARCEL LOCATED AT 2115 5 ½ MILE ROAD, PARCEL ID NO.
104-04-23-17-082-000, VILLAGE OF CALEDONIA, RACINE COUNTY, WI., RACINE
UNIFIED SCHOOL DISTRICT, OWNER**

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

- A. The request to rezone ±28.81 acres from R-3, Single Family Residential District, to I-1, Institutional District for the property located at 2115 5 ½ Mile Road, Village of Caledonia, Racine County, WI. Racine Unified School District, Owner; Parcel No.: 104-04-23-17-082-000, 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 school.
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 ±28.81 acres located at 2115 5 ½ Mile Road, Village of Caledonia, Racine County, WI, with Parcel No.: 104-04-23-17-082-000, which is legally described on the attached **Exhibit A** shall be rezoned from R-3, 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 February, 2024.

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston

Village President

Attest: _____

Jennifer Olsen

Village Clerk

Exhibit A:
Map with Legal Description
Parcel ID No. 104-04-23-17-082-000

LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 23 EAST, LYING IN THE TOWN OF CALEDONIA, RACINE COUNTY, WISCONSIN AND DESCRIBED MORE COMPLETELY AS FOLLOWS: COMMENCE AT THE CENTER OF SAID SECTION 17-4-23 AND RUN NORTH 89.42'24" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17-4-23, 1232.74 FEET: THENCE SOUTH 0°11'54" EAST. 1320.00 FEET: THENCE SOUTH 89°42'24" WEST 352.44 FEET: THENCE SOUTH 0°43'42" EAST 660.00 FEET, THENCE SOUTH 89°42'24" WEST 880.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17-4-23, THENCE NORTH 0°43'42" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17-4-23, 1980.00 FEET TO THE CENTER OF SAID SECTION 17-4-23 AND THE PLACE OF BEGINNING OF SAID PARCEL OF LAND. EXCEPTING THEREFROM THE NORTH 16.50 FEET AND THE WEST 33.00 FEET OF THE NORTH 387.75 FEET FOR THE PURPOSES OF A PUBLIC ROAD. ALSO EXCEPTING THOSE LANDS AS DESCRIBED IN VOLUME 1743 PAGE 082 AND VOLUME 2471 PAGE 086 FOUND IN THE RACINE COUNTY REGISTER OF DEEDS. CONTAINING: 1,255,075 OR 28.8126 ACRES



RESOLUTION NO. 2024-011

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING A REQUEST FOR A SITE, BUILDING, & OPERATIONS PLAN TO
CONSTRUCT AND UTILIZE A ±38,000 SQUARE-FOOT MIDDLE SCHOOL ADDITION, A
±5,000 SQUARE-FOOT CAFETERIA ADDITION ON THE EXISTING SCHOOL, AND
OTHER SITE MODIFICATIONS, VILLAGE OF CALEDONIA, RACINE COUNTY, WI;
JASON ALBRECHT, APPLICANT; RACINE UNIFIED SCHOOL DISTRICT, OWNER**

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

WHEREAS, Jason Albrecht, Applicant, requested approval to construct and utilize a ±38,000 square-foot middle school building addition, a ±5,000 square-foot cafeteria addition, and other site modifications for the property located at 2115 5 ½ Mile Road, Village of Caledonia, Racine County, WI; and,

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan, subject to the conditions attached hereto as **Exhibit A**, for the following reasons:

1. The proposed use is allowed by underlying zoning through the site, building, and operations plan review process.
2. The proposed use is compatible with the existing use of a school 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 February, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

EXHIBIT A - CONDITIONS
2115 5 ½ Mile Road
(Parcel ID No. 104-04-23-17-082-000)

1. Compliance. Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
2. Binding Effect. These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
3. Plans. The proposed ±42,000 square-foot, school building additions shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning Department on January 3, 2024.
4. Fire Department Approval. Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
5. Caledonia Sewer and Water Utility Districts. The property owner or designated agent 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.
6. Engineering Department. The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
7. Future Roadway Modifications. The property owner shall comply with Village of Caledonia Resolutions 2015-60, 2015-61, and 2015-70 regarding the future re-alignment of 5-1/2 Mile Road and the Village's right to special assess costs in the future against the property owner for the infrastructure and roadway improvements made in accordance with Wisconsin State Statutes.
8. Lighting. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.
9. 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.
10. 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. All drives and parking areas shall be maintained in a dust free condition.

11. Performance Standards. The applicant must comply with the provisions of Title 16, Chapter 10, Section 4, Various Performance Standards.
12. Expiration. This approval will expire eighteen (18) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.
13. 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.
14. 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.
15. Agreement. Your accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Jason Albrecht, Racine Unified School District, and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
16. Subsequent Owners. It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2024-012

A RESOLUTION OF THE VILLAGE BOARD TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT AND UTILIZE A ±5,580 SQUARE-FOOT, GRAVEL, OUTDOOR STORAGE YARD WITH FENCING FOR THE PARCEL LOCATED 6228 DOUGLAS AVENUE, PETE SANFELIPPO, APPLICANT, MEADE INC., OWNER

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

WHEREAS, Pete Sanfelippo, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±5,580 square-foot, gravel, outdoor storage yard with fencing located at 6228 Douglas Avenue, Parcel ID No. 104-04-23-18-168-000, 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, and operation plan review process.
2. The proposed use complies with the approved conditional use conditions and restrictions for a contractor's yard with outdoor storage.

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 contingency imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of February, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

RESOLUTION NO. 2024-013

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF A CONTRACTOR'S YARD WITH A FENCED, OUTDOOR STORAGE YARD FOR RELATED BUSINESS EQUIPMENT AND MATERIALS FOR THE PARCEL LOCATED AT 6228 DOUGLAS AVENUE, MEADE INC., OWNER

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

WHEREAS, Pete Sanfelippo requested a conditional use permit to construct and utilize a fenced, outdoor storage yard for related business equipment and materials for the parcel located at 6228 Douglas Avenue, Meade Inc., Owner; Parcel ID No.: 104-04-23-18-168-000.

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

1. The proposed use is allowed by underlying zoning through the conditional use review process.
2. The proposed use is consistent with the 2035 Land Use Plan designating manufacturing 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 February, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

Exhibit A:

Conditional Use Permit

Conditions and Restrictions

6228 Douglas Avenue

Applicant: Peter Sanfelippo
Property Address(es): 6228 Douglas Avenue
Parcel ID No.: 104-04-23-18-168-000

Approved by Plan Commission: 1/29/2024
Approved by Village Board: _____

1. LEGAL DESCRIPTION

Plat of a survey for **ERV NELSEN REAL ESTATE** of that part of the Southeast t and the Southwest t of Section 18, Township 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin, bounded as follows: Begin at a point on the North-South t line of said Section located N00°29'27"W 1293.66 feet from a standard Racine County monument marking the South¼ corner of said Section; run thence S86°07'17"W 310.00 feet; thence N00°29'27"W 296.11 feet; thence N86°07'17"E 375.88 feet to the centerline of State Trunk Highway //32; thence S28°29'42"E 325.14 feet along said centerline; thence S86°07'18"W 218.81 feet to the point of beginning. Containing 3.070 acres. SUBJECT TO the rights of the public in and to State Trunk Highway #32.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the Village of Caledonia Municipal Code are in effect and apply to this conditional unless modified as set forth herein.
- B. The conditional use as set forth in the application, narrative, and concept site plans received December 28, 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

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

2) Landscape Plan

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

3) Building Plan

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

4) Lighting Plan

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

5) Grading, Drainage and Stormwater Management Plan

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

6) Fire Protection

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

Exhibit A:

Conditional Use Permit

Conditions and Restrictions

6228 Douglas Avenue

- D. 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.
- E. 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.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of these properties.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed in the M-2 General Manufacturing zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code.
- B. Allow the operation of a contractor's yard with outdoor storage of equipment and materials related to the business in only the side and rear yard of the property.
- 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.
- E. Fencing will be required to screen the outdoor storage area on the north and west sides and install a vegetative buffer.

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:

	Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft	25 ft	20 ft
Parking	15 ft	5 ft	5 ft

Section 16-5-7(b): Buffer Yards apply, and an additional 20-foot setback requirement will be applied to above stated setbacks.

Exhibit A:
Conditional Use Permit
Conditions and Restrictions
6228 Douglas Avenue

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.

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. Designated outdoor storage area may use crushed stone as an improved surface material. All drives and parking areas shall be maintained in a dust-free condition.

Exhibit A:
Conditional Use Permit
Conditions and Restrictions
6228 Douglas Avenue

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.

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, Peter Sanfelippo, Meade 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.

Exhibit A:
Conditional Use Permit
Conditions and Restrictions
6228 Douglas Avenue

24. SUBSEQUENT OWNERS

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

RESOLUTION NO. 2024-014

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±651 SQUARE-FOOT ACCESSORY STRUCTURE WITH A SOLAR PANEL ROOF FOR THE PROPERTY LOCATED AT 7133 MICHNA ROAD, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; MARYLYNN CONTER STRACK, APPLICANT, SISTERS OF ST. DOMINIC, OWNER

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

WHEREAS, MaryLynn Conter Strack, Applicant, has requested a site, building, and operations plan to construct a ±651 square-foot accessory structure with solar array for the property located at 7133 Michna Road, Parcel ID No. 104-04-23-07-029-010, 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 structure is compatible 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 February, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

RESOLUTION NO. 2024-015

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPROVE A WAIVER TO ORDINANCE SEC. 14-3-5(b) AND A PRELIMINARY
CONDOMINIUM PLAT FOR WATERS EDGE PLACE
PARCEL IDS 104-04-23-21-003-020, 104-04-23-21-003-010, 104-04-23-21-003-030 –
LOCATED IN THE NE ¼ OF SECTION 21, T4N, R23E, VILLAGE OF CALEDONIA,
RACINE COUNTY, WI – OWNER & APPLICANT – CCM – CALEDONIA, LLC.**

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

WHEREAS, the applicant has submitted a Preliminary Condominium Plat to the Village for consideration. The proposed Condominium Plat proposes 93 units on the combined lots of existing Parcels 104-04-23-21-003-020, 104-04-23-21-003-010, and 104-04-23-21-003-030; and

WHEREAS, the applicant proposes to build out the development in phases. Phase 1 is proposed to be Units 1-10 and the Clubhouse Building with Private Drive; and

WHEREAS, the Village Engineer's Memo dated January 23, 2024, attached hereto as **Exhibit A**, recommended conditional approval subject to 18 conditions; and

WHEREAS, on January 29, 2024, the Village Plan Commission recommended conditional approval of the waiver of Sec. 14-3-5(b) (conservation easement) of the Village's Code of Ordinances and Preliminary Condominium Plat in accordance with the Village Engineer's memo (**Exhibit A**) subject to the conditions outlined therein; and

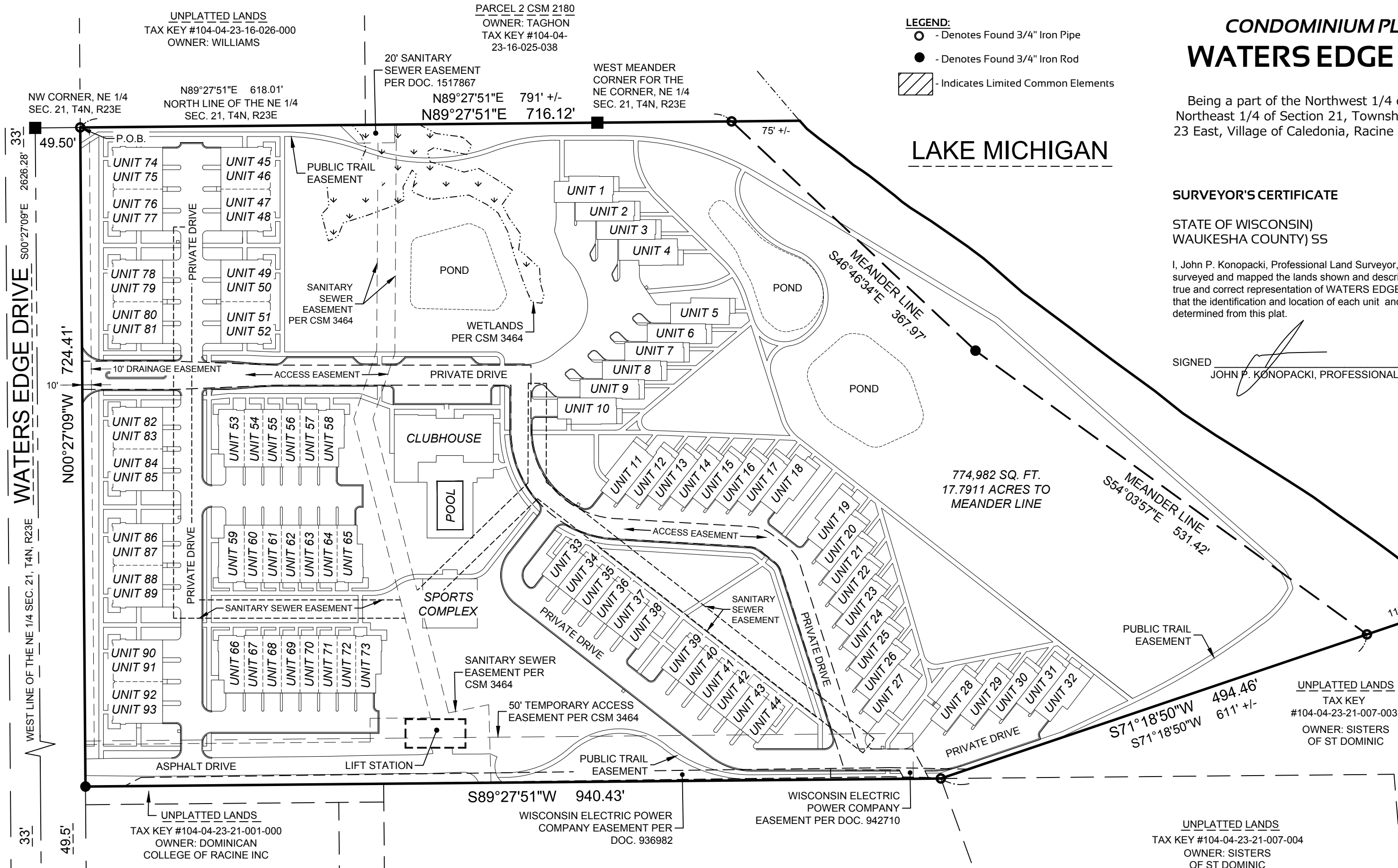
NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the waiver of Sec. 14-3-5(b) (conservation easement) of the Village's Code of Ordinances and Preliminary Condominium Plat as set forth above, is hereby approved for the reasons and requirements set forth in **Exhibit A**, subject to the same conditions imposed by the Village Plan Commission, and in compliance with all applicable Village ordinances.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk



**CONDOMINIUM PLAT OF
WATERS EDGE PLACE**

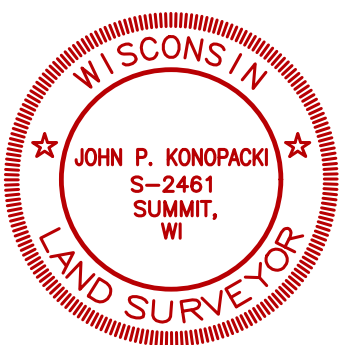
Being a part of the Northwest 1/4 of the Fractional
Northeast 1/4 of Section 21, Township 4 North, Range
23 East, Village of Caledonia, Racine County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify that I have
surveyed and mapped the lands shown and described hereon and that this is a
true and correct representation of WATERS EDGE PLACE, a condominium and
that the identification and location of each unit and the common elements can be
determined from this plat.

SIGNED  **FEBRUARY 07, 2024**
JOHN P. KONOPACKI, PROFESSIONAL LAND SURVEYOR S-2461



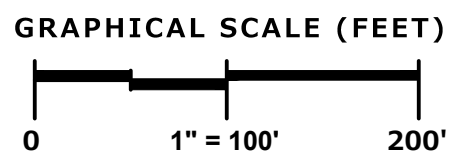
Prepared for:
CCM-CALEDONIA LLC
901 S 70TH STREET
WEST ALLIS, WI 53214


Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD I SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

REGISTER OF DEEDS

- NOTES:**
- All portions of the property that are not specified as Limited Common Elements or as a Unit shall be considered a Common Element.
 - Stoops, patios, sidewalks, decks and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.
 - All measurements have been made to the nearest one-hundredth of a foot.
 - All angular measurements have been made to the nearest one second.
 - Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
 - The Condominium Plat of Waters Edge Place shall have a total of 93 Units.
 - Units filled greater than 3 feet may require additional courses in the foundations to reach suitable soil. Will need to provide a soil compaction certification for the areas of greater than 3 feet of fill.

Bearings referenced to the west line of the Northeast
1/4 of Section 21, Township 4 North, Range 23 East
which has a bearing of S00°27'09"E




NORTH

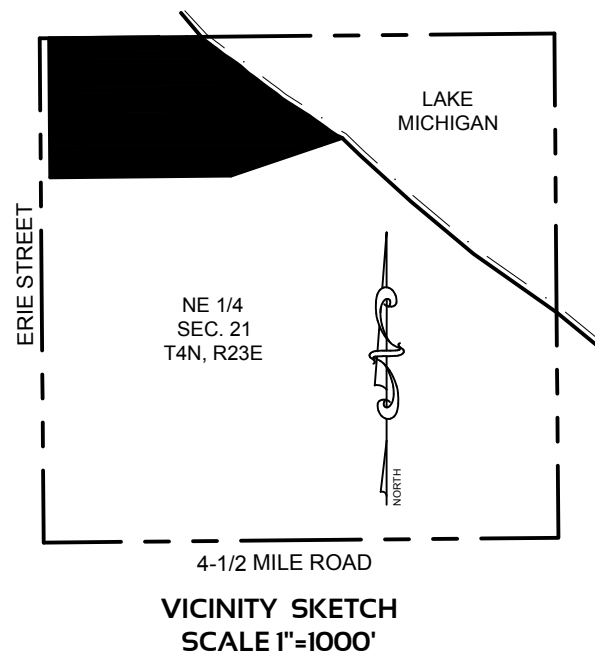
This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

DRAFTED BY:

www.pinnacle-engr.com

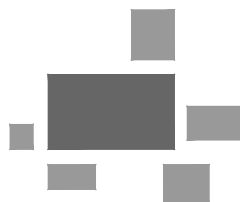
CONDOMINIUM PLAT OF
WATERS EDGE PLACE

Being a part of the Northwest 1/4 of the Fractional
Northeast 1/4 of Section 21, Township 4 North, Range
23 East, Village of Caledonia, Racine County, Wisconsin



LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. _____, being all of Lot 1, Lot 2 and Lot 3 of Certified
Survey Map No. 3464, as recorded in the Register of Deeds office for Racine County as Document No.
2602721, in the Northwest 1/4 of the Fractional Northeast 1/4 of Section 21, Township 4 North, Range
23 East, Village of Caledonia, Racine County, Wisconsin.



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

PINNACLE ENGINEERING GROUP

DRAFTED BY:

CLUBHOUSE: 5931 Waters Edge Drive, Racine, WI

- UNIT 1: 5953 - 01 Waters Edge Drive, Racine, WI
UNIT 2: 5953 - 02 Waters Edge Drive, Racine, WI
UNIT 3: 5953 - 03 Waters Edge Drive, Racine, WI
UNIT 4: 5953 - 04 Waters Edge Drive, Racine, WI
UNIT 5: 5951 - 05 Waters Edge Drive, Racine, WI
UNIT 6: 5951 - 06 Waters Edge Drive, Racine, WI
UNIT 7: 5951 - 07 Waters Edge Drive, Racine, WI
UNIT 8: 5951 - 08 Waters Edge Drive, Racine, WI
UNIT 9: 5951 - 09 Waters Edge Drive, Racine, WI
UNIT 10: 5951 - 10 Waters Edge Drive, Racine, WI
UNIT 11: 5949 - 11 Waters Edge Drive, Racine, WI
UNIT 12: 5949 - 12 Waters Edge Drive, Racine, WI
UNIT 13: 5949 - 13 Waters Edge Drive, Racine, WI
UNIT 14: 5949 - 14 Waters Edge Drive, Racine, WI
UNIT 15: 5949 - 15 Waters Edge Drive, Racine, WI
UNIT 16: 5949 - 16 Waters Edge Drive, Racine, WI
UNIT 17: 5949 - 17 Waters Edge Drive, Racine, WI
UNIT 18: 5949 - 18 Waters Edge Drive, Racine, WI
UNIT 19: 5947 - 19 Waters Edge Drive, Racine, WI
UNIT 20: 5947 - 20 Waters Edge Drive, Racine, WI
UNIT 21: 5947 - 21 Waters Edge Drive, Racine, WI
UNIT 22: 5947 - 22 Waters Edge Drive, Racine, WI
UNIT 23: 5947 - 23 Waters Edge Drive, Racine, WI
UNIT 24: 5947 - 24 Waters Edge Drive, Racine, WI
UNIT 25: 5947 - 25 Waters Edge Drive, Racine, WI
UNIT 26: 5947 - 26 Waters Edge Drive, Racine, WI
UNIT 27: 5947 - 27 Waters Edge Drive, Racine, WI
UNIT 28: 5945 - 28 Waters Edge Drive, Racine, WI
UNIT 29: 5945 - 29 Waters Edge Drive, Racine, WI
UNIT 30: 5945 - 30 Waters Edge Drive, Racine, WI
UNIT 31: 5945 - 31 Waters Edge Drive, Racine, WI
UNIT 32: 5945 - 32 Waters Edge Drive, Racine, WI
UNIT 33: 5941 - 33 Waters Edge Drive, Racine, WI
UNIT 34: 5941 - 34 Waters Edge Drive, Racine, WI
UNIT 35: 5941 - 35 Waters Edge Drive, Racine, WI
UNIT 36: 5941 - 36 Waters Edge Drive, Racine, WI
UNIT 37: 5941 - 37 Waters Edge Drive, Racine, WI
UNIT 38: 5941 - 38 Waters Edge Drive, Racine, WI
UNIT 39: 5943 - 39 Waters Edge Drive, Racine, WI
UNIT 40: 5943 - 40 Waters Edge Drive, Racine, WI
UNIT 41: 5943 - 41 Waters Edge Drive, Racine, WI
UNIT 42: 5943 - 42 Waters Edge Drive, Racine, WI
UNIT 43: 5943 - 43 Waters Edge Drive, Racine, WI
UNIT 44: 5943 - 44 Waters Edge Drive, Racine, WI
UNIT 45: 5973 - 45 Waters Edge Drive, Racine, WI
UNIT 46: 5973 - 46 Waters Edge Drive, Racine, WI
UNIT 47: 5973 - 47 Waters Edge Drive, Racine, WI
UNIT 48: 5973 - 48 Waters Edge Drive, Racine, WI

- UNIT 49: 5963 - 49 Waters Edge Drive, Racine, WI
UNIT 50: 5963 - 50 Waters Edge Drive, Racine, WI
UNIT 51: 5963 - 51 Waters Edge Drive, Racine, WI
UNIT 52: 5963 - 52 Waters Edge Drive, Racine, WI
UNIT 53: 5939 - 53 Waters Edge Drive, Racine, WI
UNIT 54: 5939 - 54 Waters Edge Drive, Racine, WI
UNIT 55: 5939 - 55 Waters Edge Drive, Racine, WI
UNIT 56: 5939 - 56 Waters Edge Drive, Racine, WI
UNIT 57: 5939 - 57 Waters Edge Drive, Racine, WI
UNIT 58: 5939 - 58 Waters Edge Drive, Racine, WI
UNIT 59: 5937 - 59 Waters Edge Drive, Racine, WI
UNIT 60: 5937 - 60 Waters Edge Drive, Racine, WI
UNIT 61: 5937 - 61 Waters Edge Drive, Racine, WI
UNIT 62: 5937 - 62 Waters Edge Drive, Racine, WI
UNIT 63: 5937 - 63 Waters Edge Drive, Racine, WI
UNIT 64: 5937 - 64 Waters Edge Drive, Racine, WI
UNIT 65: 5937 - 65 Waters Edge Drive, Racine, WI
UNIT 66: 5935 - 66 Waters Edge Drive, Racine, WI
UNIT 67: 5935 - 67 Waters Edge Drive, Racine, WI
UNIT 68: 5935 - 68 Waters Edge Drive, Racine, WI
UNIT 69: 5935 - 69 Waters Edge Drive, Racine, WI
UNIT 70: 5935 - 70 Waters Edge Drive, Racine, WI
UNIT 71: 5935 - 71 Waters Edge Drive, Racine, WI
UNIT 72: 5935 - 72 Waters Edge Drive, Racine, WI
UNIT 73: 5935 - 73 Waters Edge Drive, Racine, WI
UNIT 74: 5971 - 74 Waters Edge Drive, Racine, WI
UNIT 75: 5971 - 75 Waters Edge Drive, Racine, WI
UNIT 76: 5971 - 76 Waters Edge Drive, Racine, WI
UNIT 77: 5971 - 77 Waters Edge Drive, Racine, WI
UNIT 78: 5961 - 78 Waters Edge Drive, Racine, WI
UNIT 79: 5961 - 79 Waters Edge Drive, Racine, WI
UNIT 80: 5961 - 80 Waters Edge Drive, Racine, WI
UNIT 81: 5961 - 81 Waters Edge Drive, Racine, WI
UNIT 82: 5929 - 82 Waters Edge Drive, Racine, WI
UNIT 83: 5929 - 83 Waters Edge Drive, Racine, WI
UNIT 84: 5929 - 84 Waters Edge Drive, Racine, WI
UNIT 85: 5929 - 85 Waters Edge Drive, Racine, WI
UNIT 86: 5927 - 86 Waters Edge Drive, Racine, WI
UNIT 87: 5927 - 87 Waters Edge Drive, Racine, WI
UNIT 88: 5927 - 88 Waters Edge Drive, Racine, WI
UNIT 89: 5927 - 89 Waters Edge Drive, Racine, WI
UNIT 90: 5925 - 90 Waters Edge Drive, Racine, WI
UNIT 91: 5925 - 91 Waters Edge Drive, Racine, WI
UNIT 92: 5925 - 92 Waters Edge Drive, Racine, WI
UNIT 93: 5925 - 93 Waters Edge Drive, Racine, WI

RESOLUTION NO. 2024-016

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPROVE CERTIFIED SURVEY MAP # _____; – PARCEL ID 104-04-23-21-003-020,
104-04-23-21-003-010, 104-04-23-21-003-030 - LOCATED IN THE NE ¼ OF SECTION 21,
T4N, R23E, VILLAGE OF CALEDONIA, RACINE COUNTY, WI –
OWNER & APPLICANT – CCM – CALEDONIA, LLC.**

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

WHEREAS, the applicant has submitted a Certified Survey Map (CSM) to the Village for consideration. The proposed CSM would combine 3 lots from existing Parcels 104-04-23-21-003-020, 104-04-23-21-003-010, and 104-04-23-21-003-030; and

WHEREAS, the Village Engineer's Memo dated January 23, 2024, attached hereto as **Exhibit A**, recommended conditional approval subject to 9 conditions; and

WHEREAS, on January 29, 2024, the Village Plan Commission recommended conditional approval of the CSM in accordance with the Village Engineer's memo (**Exhibit A**) subject to the conditions outlined therein; and

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

RESOLUTION NO. 2024-017

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A WAIVER OF ORDINANCE SEC. 14-3-5(b) (CONSERVATION EASEMENT) AND AMENDED PRELIMINARY PLAT OF CAITLYN WOODS WHICH PROPOSES 70 SINGLE-FAMILY RESIDENTIAL LOTS (INCLUDING ONE FLAG LOT) AND 3 OUTLOTS ON PARCEL ID NO. 104-04-23-17-072-000 SUBMITTED BY DAN SZCZAP, APPLICANT, MIDDLE ROAD INVESTEMENTS LLC, OWNER

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

WHEREAS, the applicant has submitted an Amended Preliminary Plat for Catlyn Woods to the Village for consideration. The proposed Amended Preliminary Plat would create 70 lots from the existing parcel; and

WHEREAS, the original Preliminary Plat was approved in 2006 by the Village Board and Plan Commission with only 68 lots. The Plat was granted extensions until this amendment; and

WHEREAS, after review of the Amended Preliminary Plat of Catlyn Woods, the Village Engineer created a Memo for the Village Plan Commission. The Village Engineer's Memo dated January 18, 2024, attached hereto as **Exhibit A**, recommended conditional approval of the Preliminary Plat (including one flag lot) and approval of the waiver to the requirement of a Conservation Easement under Sec. 14-3-5(b); and

WHEREAS, the Village Plan Commission on January 29, 2024, recommended conditional approval of the Preliminary Plat for Catlyn Woods (including one flag lot) and approval of the waiver to the requirement of a Conservation Easement under Sec. 14-3-5(b) of the Village's Code in accordance with the Village Engineer's Memo (**Exhibit A**); and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Amended Preliminary Plat for Catlyn Woods and waiver modification as set forth above, is hereby approved for the reasons and requirements set forth in **Exhibit A**, and subject to the same conditions imposed by the Village Plan Commission, and as described in **Exhibit A** and in compliance with all applicable Village Ordinances.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

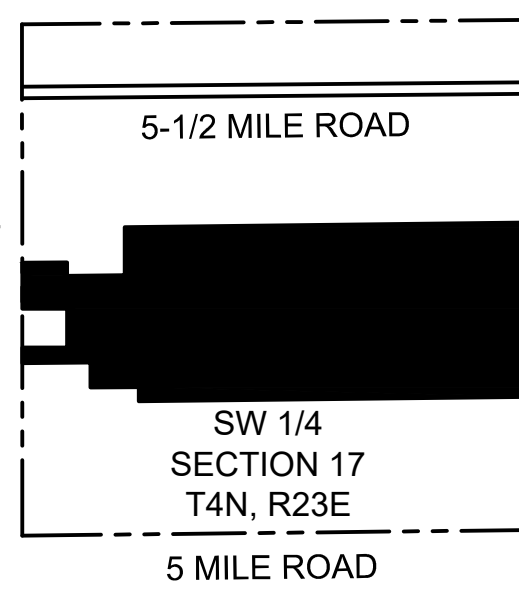
PRELIMINARY PLAT OF CAITLYN WOODS SUBDIVISION

Being a part of the Northeast 1/4, the Southeast 1/4, the Southwest 1/4 and the Northwest 1/4 all in the Southwest 1/4 of Section 17, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.



JANUARY 8, 2024

VICINITY SKETCH
SCALE 1"=1000'

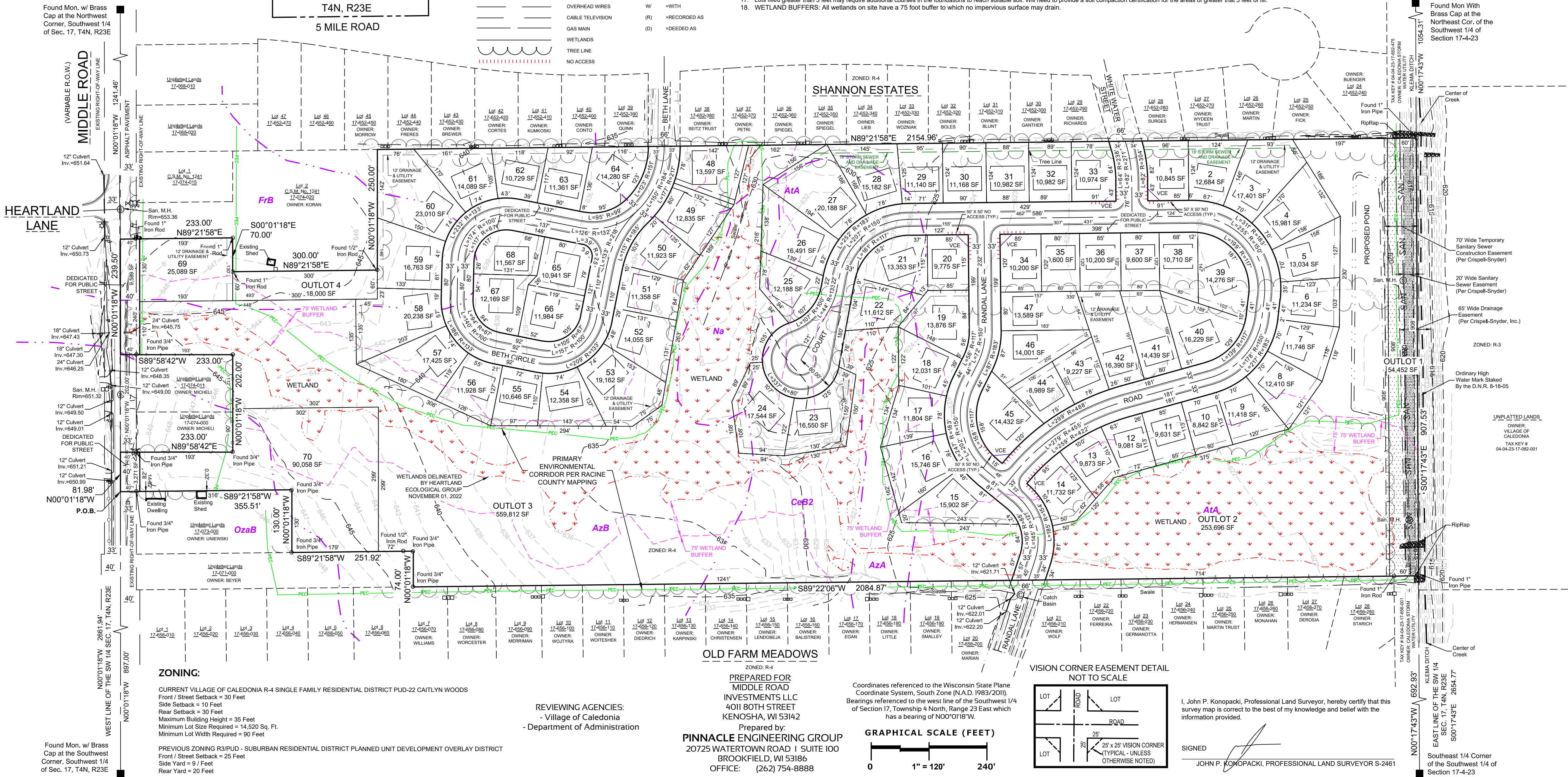


LEGEND OF SYMBOLS & ABBREVIATIONS

SANITARY MANHOLE	▲	FIBER OPTIC MARKER	—	SIGN
STORM MANHOLE	Ⓢ	FIBER OPTIC MANHOLE VAULT	☐	MAIL BOX
STORM INLET	Ⓣ	TELEPHONE PEDESTAL	Ⓢ	FLAG POLE
CLEANOUT	Ⓣ	TELEPHONE MANHOLE VAULT	Ⓢ	BASKETBALL HOOP
CATCH BASIN	Ⓣ	TELEPHONE MARKER	●	BOLLARD
LATERAL	Ⓣ	TRANSFORMER	×	CROSS CUT
UNKNOWN MANHOLE	Ⓣ	ELECTRIC METER/PEDESTAL	Ⓢ	IRON PIPE
WELL	Ⓣ	ELECTRIC MANHOLE VAULT	●	IRON REBAR/ROD
HYDRANT	Ⓣ	CABLE TV RISER/BOX CABLE	Ⓢ	MAG NAIL
WATER VALVE	Ⓣ	TV MANHOLE VAULT	■	SECTION MONUMENT
DOWN SPOUT	Ⓣ	GAS VALVE	Ⓢ	BENCH MARK
SPRINKLER VALVE	Ⓣ	GAS METER	☀	CONIFER TREE
WATER SHUT OFF	Ⓣ	GAS MARKER	🌳	DECIDUOUS TREE
STANDPIPE	Ⓣ	AIR CONDITIONING UNIT	🌿	BUSH
WATER MANHOLE	Ⓣ	VENT	🌾	WETLAND SYMBOL
FLOOD LIGHT	➡	DIRECTIONAL ARROW	CL	=CENTERLINE
LIGHT POLE	▨	DUMPSTER	CONC	=CONCRETE
TRAFFIC SIGNAL POLE	♿	HANDICAP STALL	EL	=ELEVATION
UTILITY POLE	+	SPOT ELEVATION	EXT	=EXISTING
GUY WIRE	—	SANITARY SEWER	INV	=INVERT
—	—	STORM SEWER	MON	=MONUMENT
—	—	WATER MAIN	P.O.B	=POINT OF BEGINNING
— W	—	FIBER OPTIC LINE	P.O.C	=POINT OF COMMENCEMENT
—	—	TELEPHONE LINE	R.O.W	=RIGHT OF WAY
—	—	ELECTRIC LINE	SEC	=SECTION
—	—	OVERHEAD WIRES	SQ. FT.	=SQUARE FEET
—	—	CABLE TELEVISION	W/	=WITH
—	—	GAS MAIN	(R)	=RECORDED AS
—	—		(D)	=DEEDED AS

NOTES:

- Tax Parcel Number: 104-04-23-17-072-000
- Legal Description of subject property as described in LandCraft Survey and Engineering Inc. Plat of Survey Project No. 040733 dated October 03, 2005: That part of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East, Bounded as follows: Begin at a point on the West line of said Southwest 1/4 located North 00°01'09" West 897.00 feet from the Southwest corner of said Southwest 1/4; run thence North 89°58'51" West 233.00 feet; thence North 00°01'09" West 202.00 feet; thence North 00°01'09" West 419.50 feet; thence North 89°22'07" East 2687.19 feet to a point on the East line of said Southwest 1/4; thence South 00°19'00" East 907.46 feet on said East line; thence South 89°22'07" West 2084.92 feet; thence North 00°01'09" West 74.00 feet; thence South 89°22'07" West 251.92 feet; thence North 00°01'09" West 130.00 feet; thence South 89°22'07" West 355.08 feet to the point of beginning. Reserving the rights of the public in and to the Middle Road. Said Lands being in the Town of Caledonia, County of Racine, State of Wisconsin. Excepting therefrom land conveyed in Certified Survey Map 1241 recorded June 12, 1987 in Volume 3 of Certified Survey Maps, page 617, as Document No. 1232289.
- Gross land area of the subject property is 2,186,034 square feet (50.1844 acres). Net land area is 1,889,811 square feet (43.3611 acres).
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Contours are shown at a 1' interval based on actual ground survey by LandCraft Survey and Engineering Inc. Plat of Survey Project No. 040733 dated October 03, 2005. Reference Benchmark: Concrete monument with brass cap at the southwest corner of the Southwest 1/4 Section 17, Township 4 North, Range 23 East, Elevation = 662.62.
- Flood Zone Classification: The property lies within "Zone X" per Flood Insurance Rate Map Community Panel No. 55510C0112D AND 55101C0116D dated MAY 2, 2012.
- Underground utility locations shown are based on field location markings by Digger's Hotline. The location and size of underground structures and utilities shown herein have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC, does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- Soil Classification per the United States Department of Agriculture - Natural Resource Conservation Service Web Soil Survey. The subject property includes the following soils: A1A - Ashkum silty clay loam, 0-2 % slopes; A2A - Aztalan loam, 0 to 2% slopes; A2B - Aztalan loam, 2 to 6% slopes; CeB2 - Casco loam, 2 to 6% slopes; FB - Fox loam, clayey substratum, 2 to 6% slopes; Na - Navan silt loam; O2aB - Ozaukee silt loam, 2 to 6% slopes.
- Subdivision contains 70 Lots and 3 Outlots.
- All Lots to be serviced by public sanitary sewer and water main.
- All streets will be improved to Village of Caledonia specifications.
- OUTLOT OWNERSHIP AND PURPOSE: Outlot 1 shall be dedicated to the Village of Caledonia. Outlots 2, 3 & 4 of the plat of CAITLYN WOODS shall be maintained by the CAITLYN WOODS Homeowners Association for storm water retention purposes and open space and shall not be further divided or developed. Each individual lot owner shall have an undividable fractional ownership of the Outlots and that Racine County and the Village of Caledonia shall not be liable for any fees or special assessments in the event Racine County or the Village of Caledonia should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said Outlots in an unobstructed condition so as to maintain their intended purpose. Construction of any buildings, grading, or filling in said Outlots is prohibited unless approved by the Village of Caledonia. The Homeowners Association grants to the Village the right (but not the responsibility) to enter upon the Outlots in order to inspect, repair, or restore said Outlots to their intended purpose. Expense incurred by the Village for said inspection, repair, or restoration of said Outlots may be placed against the tax roll for said association and collected as a special charge by the Village. The developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the plat of CAITLYN WOODS an undividable one-ninth (1/9th) interest in Outlots 2, 3 & 4. The developer and all subsequent owners warrant and represent that said Outlots for assessment purposes will have no value per se, and the 1/9th interest in said Outlots would be assessed with each of the buildable lots. In the event that said Outlots are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/70th per buildable lot, of the taxes due on said Outlots. In the event that these taxes are not paid, Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due.
- VISION CORNER EASEMENT (VCE) RESTRICTION: Within the area of the vision corner easement, NO vegetation plantings, berms, fencing, signs, or any other structure shall be allowed.
- WETLAND PRESERVATION RESTRICTIONS: Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. The removal of topsoil or other earthen materials shall be prohibited. The removal or destruction of any native vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, dying or diseased vegetation, non-indigenous species or noxious weeds (as defined by local ordinance) at the discretion of a forester or naturalist and the approval of Racine County. Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited. The introduction of plant material not indigenous to the existing environment of the wetland area or primary environmental corridor shall be prohibited. Creation of a mown landscape, gardening, cultivating, or depositing yard waste of any type shall be prohibited. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. Construction of buildings within the wetland boundary is prohibited. All wetlands on site will have a 75' buffer to which no impervious surface may drain. Houses and any other structures (such as concrete patios) within the 75' wetland buffer must have a drainage system to direct all storm water runoff at least 75' away from the designated wetland area. Storm water runoff that will not be discharged at least 75' away from the wetland must be first routed through a Wisconsin Department of Natural Resources approved device which will provide adequate water treatment prior to discharging closer than 75'. Wood deck patios with spacing between the boards and draining onto a gravel base or naturally vegetated area including mowed lawn are not considered impervious surfaces.
- BASEMENT RESTRICTION: Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions which, due to the possible presence of groundwater near the surface, may require soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.
- Driveways shall not have a centerline slope steeper than 6%.
- All lots shall be restricted to 1 access per single family lot.
- Lots filled greater than 3 feet may require additional compaction in the foundations to reach suitable soil. Will need to provide a soil compaction certification for the areas of greater than 3 feet of fill.
- WETLAND BUFFERS: All wetlands on site have a 75 foot buffer to which no impervious surface may drain.



RESOLUTION NO. 2024-018

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A WAIVER OF ORDINANCE SEC. 14-3-5(b) (CONSERVATION EASEMENT) AND THE AMENDED PRELIMINARY PLAT OF AUDUBON ARBORETUM WHICH PROPOSES 120 SINGLE-FAMILY RESIDENTIAL LOTS AND 5 OUTLOTS ON PARCEL ID NOS. 104-04-23-17-084-000, 104-04-23-17-085-000, 104-04-23-17-086-005, and 104-04-23-17-083-000 SUBMITTED BY DANIEL SZCZAP, APPLICANT, AUDUBON PARK-RACINE, LLC, OWNER

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

WHEREAS, the applicant has submitted an Amended Preliminary Plat for Audubon Arboretum to the Village for consideration. The amended Preliminary Plat would create 120 lots from the existing parcels and 5 Outlots; and

WHEREAS, the original Preliminary Plat was approved in 2005 by the Village Board and Plan Commission with only 106 lots. The Plat was extended until Resolution 2018-13 was approved which modified the concept plan and authorized a waiver for a cul-de-sac longer than 800' and a waiver to the 40% Open Space Requirement; and

WHEREAS, after review of the Amended Preliminary Plat of Audubon Arboretum, the Village Engineer created a Memo for the Village Plan Commission. The Village Engineer's Memo dated January 18, 2024, attached hereto as **Exhibit A**, recommended conditional approval of the amended Preliminary Plat and a waiver to the required Conservation Easement Sec. 14-3-5(b) of the Village's Code; and

WHEREAS, the Village Plan Commission on January 29, 2024, recommended conditional approval of the Amended Preliminary Plat for Audubon Arboretum and a waiver to the required Conservation Easement Sec. 14-3-5(b) of the Village's Code in accordance with the Village Engineers Memo (**Exhibit A**); and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Amended Preliminary Plat for Audubon Arboretum and a waiver to the required Conservation Easement Sec. 14-3-5(b) of the Village's Code as set forth above, is hereby approved for the reasons and requirements set forth in **Exhibit A**, and subject to the same conditions imposed by the Village Plan Commission, and as described in **Exhibit A** and in compliance with all applicable Village Ordinances.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of February 2024.

VILLAGE OF CALEDONIA

By:_____

Thomas Weatherston
Village President

Attest:_____

Jennifer Olsen
Village Clerk



Z:\PROJECTS\2017\957.00-WI\SURVEY\CAD\957.00 PRE PLAT AUDOBON.DWG



RESOLUTION NO. 2024-019

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE AN AMENDED PRELIMINARY PLAT OF HOMESTEAD ACRES WHICH PROPOSES 54 SINGLE-FAMILY RESIDENTIAL LOTS, 21 2-FAMILY RESIDENTIAL LOTS, AND 4 OUTLOTS ON PARCEL ID NOS. 104-04-22-35-029-030, 104-04-22-34-081-010, SUBMITTED BY NANCY WASHBURN, APPLICANT, THE NEWPORT GROUP LTD, OWNER AND DENYING THE REQUEST FOR A WAIVER OF THE CONSERVATION EASEMENT REQUIRED UNDER SEC. 14-3-5(B) OF THE CODE OF ORDINANCES

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

WHEREAS, the applicant has submitted an Amended Preliminary Plat for Homestead Acres to the Village for consideration. The Amended Preliminary Plat would create 75 lots from the existing parcels; and

WHEREAS, the original Preliminary Plat was approved by the Village Board and Plan Commission in 2005. The Plat was extended until 2018 when a modified Concept Plan was approved to include a phased approach to the proposed lots and concept plan modifications; and

WHEREAS, after review of the Preliminary Plat of Homestead Acres, the Village Engineer created a Memo for the Village Plan Commission. The Village Engineer's Memo dated January 18, 2024, attached hereto as **Exhibit A**, recommended conditional approval of the Preliminary Plat with a waiver to Ordinance 14-3-5(b) regarding Conservation Easements; and

WHEREAS, the Village Plan Commission on January 29, 2024, recommended conditional approval of the Preliminary Plat for Homestead Acres in accordance with the Village Engineer's Memo (**Exhibit A**) and denying the request for a waiver of Section 14-3-5(b) (conservation easement) of the Village's Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Amended Preliminary Plat for Homestead Acres as set forth above, is hereby approved for the reasons and requirements set forth in **Exhibit A**, and subject to the same conditions imposed by the Village Plan Commission, and as described in **Exhibit A** and in compliance with all applicable Village Ordinances; and

BE IT FURTHER RESOLVED, that as recommended by the Plan Commission, the request for a waiver of the conversation easement required by Sec. 14-3-5(b) of the Village's Code is denied.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

RESOLUTION NO. 2024-020

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING A CONCEPT PLAN FOR THE PROPOSED CRAWFORD SUBDIVISION TO ESTABLISH THE BASE DEVELOPMENT YIELD AND DENSITY AND TO APPROVE THE WAIVERS OF ORDINANCE 14-3-4(c)(4)(b)(ii) AND 14-3- 5(b) WITH 14 SINGLE-FAMILY RESIDENTIAL LOTS AND 1 OUTLOT ON PARCEL ID NO. 104-04-22-24-036-020 SUBMITTED BY NANCY WASHBURN, APPLICANT TNG 23, LLC, OWNER

WHEREAS, the applicant, Nancy Washburn representing TNG 23, LLC has submitted a Concept Plan for the Crawford Subdivision to the Village for consideration with a proposed base development yield of 1.58 units per acre based upon a proposed rezoning of the parcel of land to R-5. The proposed subdivision plat would create 14 lots from the existing parcel and 1 Outlot for stormwater management; and

WHEREAS, after Staff review of the Concept Plan, the Village Engineer prepared a memo dated October 23, 2023 for the Village Plan Commission and attached hereto as **Exhibit A**, and incorporated herein by reference. The memo provides background information and recommended conditional approval of the concept plan to establish the base development yield subject to a series of conditions based on the limited information along with waivers of the 40% Open Space requirement and conservation easement requirement in the sewer and water service area (Sections 14-3-4(c)(4)(b)(ii) and 14-3-5(b) of the Code of Ordinance) for an infill development in order to meet the proposed base development yield; and

WHEREAS, the majority of the Village Plan Commission, on October 30, 2023, recommended conditional approval of the base development yield and both waivers described above resulting in 9.71% of Common Open Space and approved the Crawford Subdivision Concept Plan based on the limited information and subject to the conditions and recommendations set forth in the Village Engineer's Memo (**Exhibit A**); and

WHEREAS, on November 14, 2023, the Village Board recommended the Concept Plan go back to Plan Commission. This item was presented again to the Plan Commission on January 29, 2024, for further discussion. At this meeting, the majority of the Village Plan Commission again recommended approval of the Concept Plan to establish the base development yield subject to a series of conditions based on the limited information along with waivers of the 40% Open Space requirement and conservation easement requirement in the sewer and water service area (Sections 14-3-4(c)(4)(b)(ii) and 14-3-5(b) of the Code of Ordinance) subject to the conditions listed in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Concept Plan to establish the base development yield subject to a series of conditions along with waivers of the 40% Open Space requirement and conservation easement requirement in the sewer and water service area (Sections 14-3-4(c)(4)(b)(ii) and 14-3-5(b) of the Code of Ordinance) allowing a reduction in Common Open Space to 9.71% as recommended by the Plan Commission based upon the limited information received to date, is hereby approved for the reasons and requirements set forth in **Exhibit A**, and subject to the same conditions imposed by the Village Plan Commission, and in compliance with all other applicable Village Ordinances; and

NOW BE IT FURTHER RESOLVED, that based upon the waivers granted herein, the Base Development Yield of 1.58 units per acre (Density) that would allow the platting of 14 lots from the existing parcel and 1 Outlot for stormwater management, as recommended by the Plan Commission based upon the limited information received to date, is hereby approved for the reasons and requirements set forth in **Exhibit A**, and subject to the same conditions imposed by the Village Plan Commission and contingent upon the property owner applying for rezoning the parcel to R-5 which requires a public hearing and further consideration by the Village Board in compliance with Village Ordinance.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of _____ 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

**RESOLUTION 2024-021
(2/13/2024)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
ACCEPTING IMPROVEMENTS IN THE CALEDONIA CORPORATE PARK**

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

R E C I T A L S

1. The Village and TI Investors of Caledonia LLC (the "Developer") entered into a Development Agreement pertaining to the development of the Commercial/Light Industrial Development of the Caledonia Corporate Park (the "Development") with respect to the land described therein and certain public improvements, including Sanitary Sewer, Sanitary Sewer Laterals, Watermain, Water Laterals, Storm Water Facilities and the Road.

2. The work for the Development, including the Sanitary Sewer, Sanitary Sewer Laterals, Watermain, Water Laterals, Storm Water Facilities and the Road have been completed and have been inspected for compliance with the approved plans and specifications and is recommended by the Village's Public Services Director that the work for the public improvements for the Development be accepted by the Village Board subject to the following conditions:

- a. Village Board acceptance and approval.
- b. Final Review of all Asbuilts

NOW THEREFORE BE IT RESOLVED THAT, the certain public improvements, including the Sanitary Sewer, Sanitary Sewer Laterals, Watermain, Water Laterals, Storm Water Facilities and the Road are hereby accepted by the Village Board subject to the conditions recommended by the Village's Public Services Director as set forth above.

Adopted by the Village Board of the Village of Caledonia this _____ day of February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, President

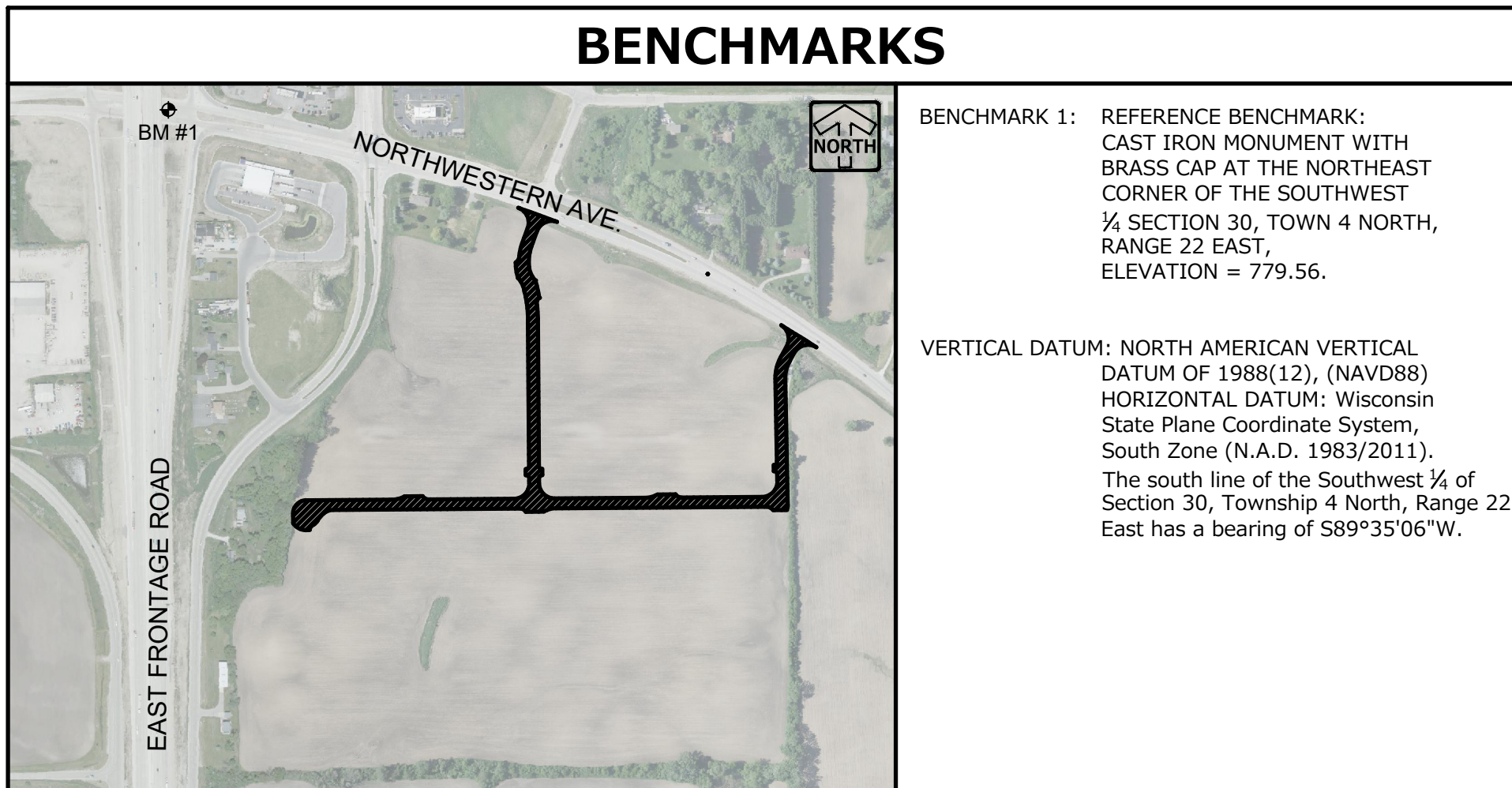
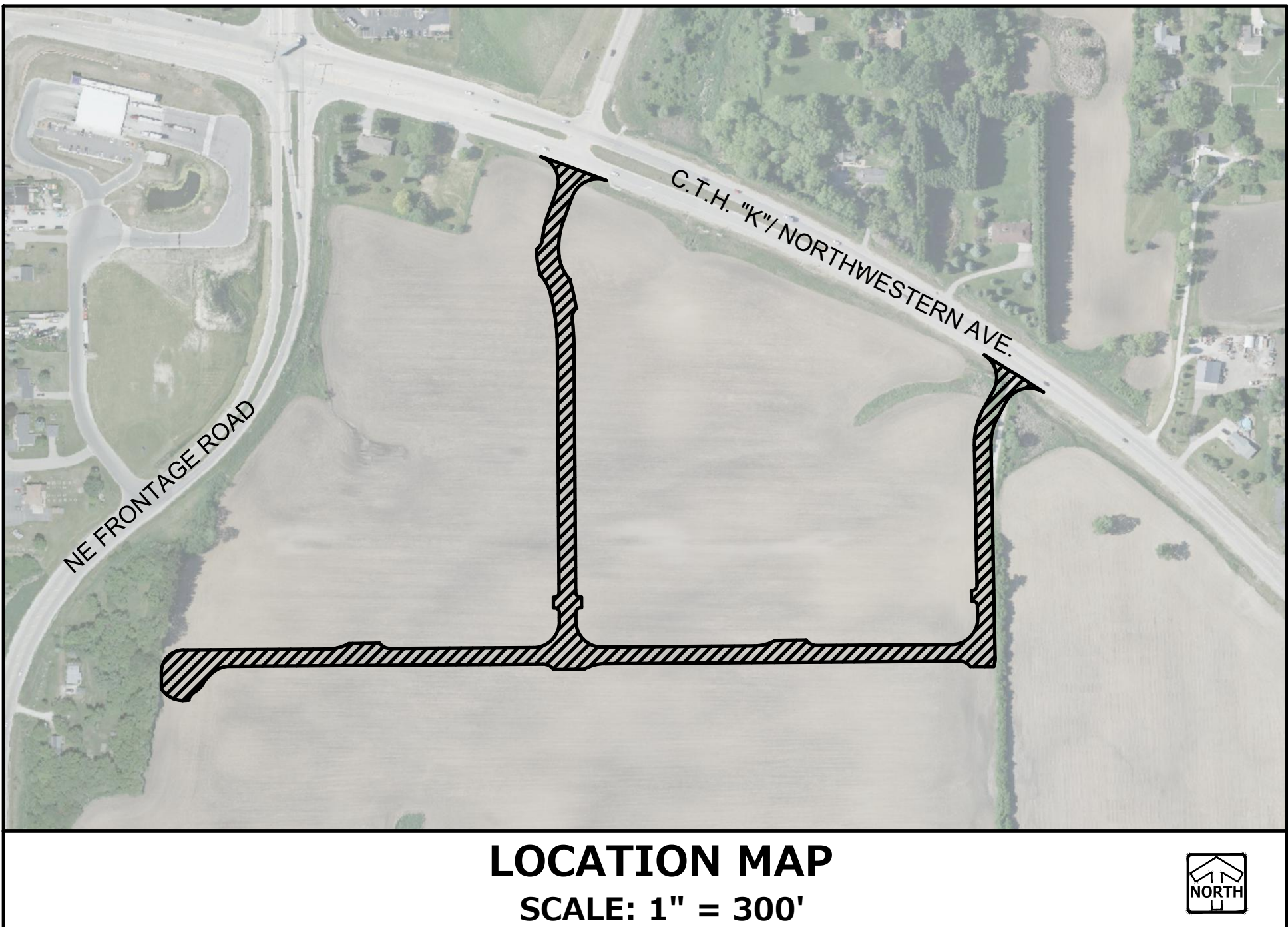
Attest: _____
Jennifer Olsen, Clerk

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DESIGNED: AJS
DRAFTED: ED
REVIEWED: AJS

PUBLIC CIVIL ENGINEERING INFRASTRUCTURE PLANS
FOR
**CALEDONIA CORPORATE PARK
INFRASTRUCTURE PLANS**
CALEDONIA, WI
PLANS PREPARED
FOR
ZILBER
PROPERTY GROUPSM

LEGEND		
	EXISTING	PROPOSED
SANITARY SEWER MANHOLE		
STORM SEWER MANHOLE		
STORM SEWER AREA DRAIN		
STORM SEWER INLET (ROUND CASTING)		
STORM SEWER INLET (RECTANGULAR CASTING)		
PRECAST FLARED END SECTION		
CONCRETE HEADWALL		
AIR RELEASE ASSEMBLY		
VALVE BOX		
FIRE HYDRANT		
BUFFALO BOX		
CLEANOUT		
SANITARY SEWER		
FORCE MAIN		
STORM SEWER		
DRAIN TILE		
WATER MAIN		
UTILITY CROSSING		
LIGHTING		
ELECTRICAL CABLE		
OVERHEAD WIRES		
CAUTION EXISTING UTILITIES NEARBY		
ELECTRICAL TRANSFORMER OR PEDESTAL		
POWER POLE		
POWER POLE WITH LIGHT		
STREET SIGN		
GAS MAIN		
TELEPHONE LINE		
CONTOUR		
SPOT ELEVATION		
WETLANDS		
FLOODWAY		
FLOODPLAIN		
HIGH WATER LEVEL (HWL)		
NORMAL WATER LEVEL (NWL)		
DIRECTION OF SURFACE FLOW		
DITCH OR SWALE		
DIVERSION SWALE		
OVERFLOW RELIEF ROUTING		
TREE WITH TRUNK SIZE		
SOIL BORING		
TOPSOIL PROBE		
FENCE LINE, TEMPORARY SILT		
FENCE LINE, WIRE		
FENCE LINE, CHAIN LINK OR IRON		
FENCE LINE, WOOD OR PLASTIC		
CONCRETE SIDEWALK		
CURB AND GUTTER		
DEPRESSED CURB		
REVERSE PITCH CURB & GUTTER		
EASEMENT LINE		



ABBREVIATIONS			
BL	BASE LINE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
HWL	HIGH WATER LEVEL	TS	TOP OF SIDEWALK
INV	INVERT	TW	TOP OF WALK
L	LENGTH OF CURVE	WM	WATER MAIN
MH	MANHOLE	Δ	INTERSECTION ANGLE

INDEX OF SHEETS	
C-1	COVER SHEET
C-2	PROJECT OVERVIEW
C-3	TYPICAL SECTION
C-4	DEMOLITION PLAN
C-5 - C-10	EROSION CONTROL PLAN
C-11 - C-20	PLAN DETAILS
C-21 - C-30	GRADING PLAN AND PROFILE
C-31 - C-40	STORM SEWER PLAN AND PROFILE
C-41 - C-50	UTILITY PLAN AND PROFILE
C-51 - C-56	TRAFFIC CONTROL
C-57 - C-59	CONSTRUCTION DETAILS
	WISDOT STANDARD DETAILS
	WISDOT SIGN PLATES
XS-1 - XS-8	CROSS SECTIONS
L-1 - L-8	LANDSCAPE PLAN

REQUIRED SUBMITTALS FOR APPROVAL	
1.	PIPE BEDDING & TRENCH BACKFILL - GRADATION
2.	MANHOLE BACKFILL - GRADATION

REQUIRED SUBMITTALS FOR RECORDS	
1.	WATER MAIN PIPES, VALVES, HYDRANTS & FITTINGS
2.	SANITARY SEWER PIPE & FITTINGS
3.	STORM SEWER PIPE, STRUCTURES, & FITTINGS
4.	TRACER WIRE
5.	UNDERGROUND UTILITY LOCATION RECORD DRAWINGS
6.	CHEMICAL SOIL STABILIZATION MIX DESIGN (IF APPLICABLE)
7.	DOWEL & TIE BARS

PROJECT TEAM CONTACTS	
CIVIL ENGINEER: ANDREW SHOAF, P.E. PINNACLE ENGINEERING GROUP 20725 WATERTOWN ROAD BROOKFIELD, WI 53186 MAIN: (262) 754-8888 E-MAIL: andrew.shoaf@pinnacle-engr.com	ARCHITECT: MARK NATZKE SENIOR ASSOCIATE ZIMMERMAN ARCHITECTURAL STUDIOS, INC. 2122 WEST MT. VERNON AVENUE MILWAUKEE, WI 53233 (414) 918-1413
SURVEYOR: JOHN KONOPACKI, P.L.S. PINNACLE ENGINEERING GROUP 20725 WATERTOWN ROAD BROOKFIELD, WI 53186 MAIN: (262) 754-8888 E-MAIL: john.konopacki@pinnacle-engr.com	APPLICANT: JASON LUEDERS ZILBER PROPERTY GROUP 710 N. PLANKINGTON AVENUE MILWAUKEE, WI 53202 (630) 344-3718

Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.Diggers-hotline.com

PINNACLE ENGINEERING GROUP, LLC - ENGINEER'S LIMITATION

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

WISCONSIN OFFICE:
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BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

**CALEDONIA CORPORATE PARK
INFRASTRUCTURE PLANS**
CALEDONIA, WI

COVER SHEET

REVISIONS		SHEET	
1.	DRT CHECKSET 7/8/22	5.	FIRE HYDRANT REVISIONS 04/26/23
2.	MUNICIPAL SUBMITTAL 7/25/22	6.	FOOT UPDATES 05/01/23
3.	MUNICIPAL SUBMITTAL 11/04/22	7.	CONSTRUCTION SET 05/05/23
4.	VILLAGE COMMENTS 12/12/22		

REG JOB NO. 1912.00 WI

REG PM AJS

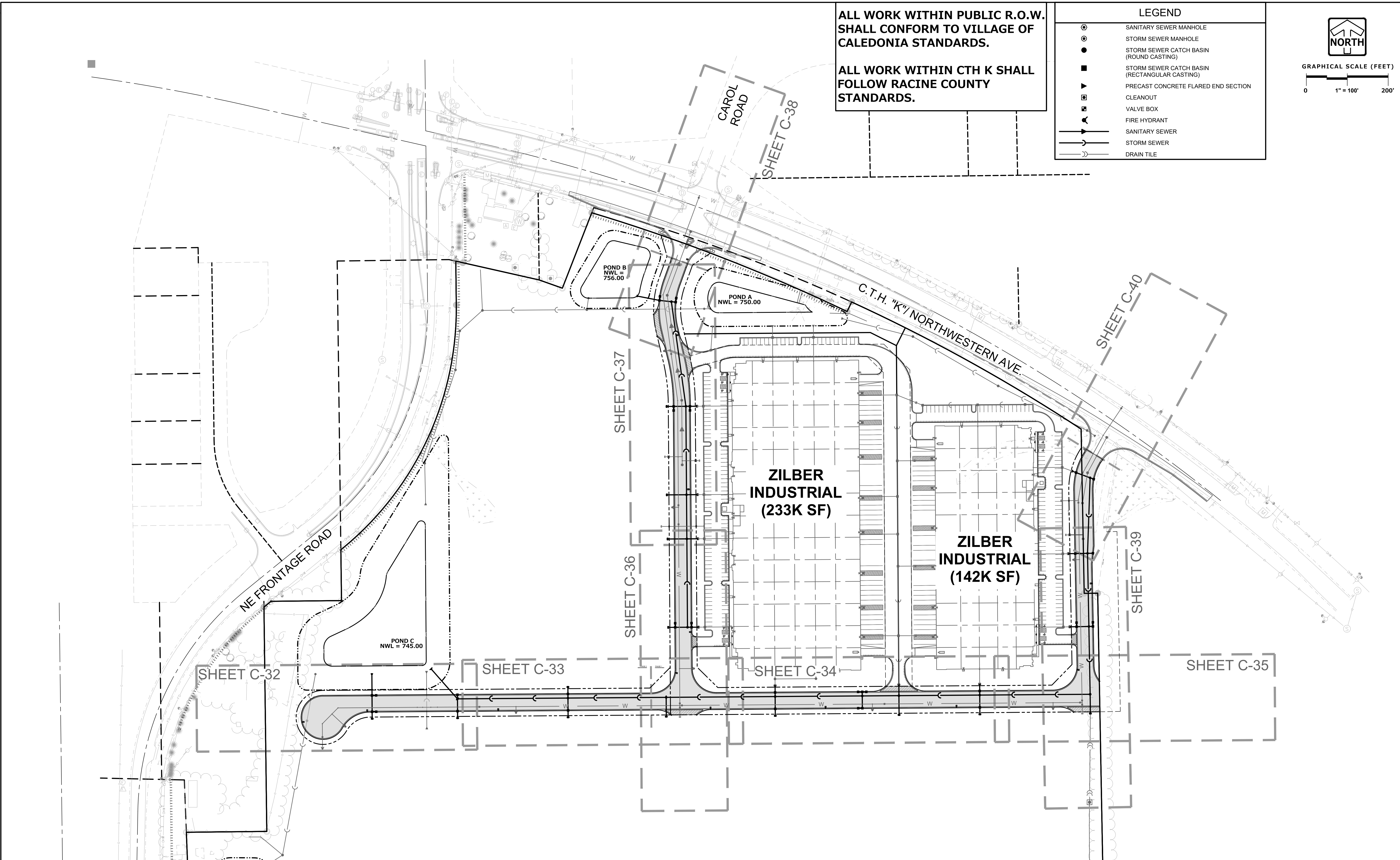
START DATE 04/20/22

SCALE N.T.S.

C-1
C-59

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DRAFTED: ED
DESIGNED: AUS
REVIEWED: AUS





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BROOKFIELD, WI 53186
(262) 754-8888

CHICAGO | MILWAUKEE | NATIONWIDE

CALEDONIA CORPORATE PARK INFRASTRUCTURE PLANS CALEDONIA, WI

STORM SEWER PLAN AND PROFILE OVERVIEW

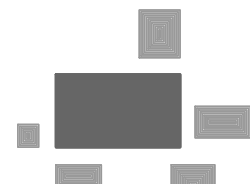
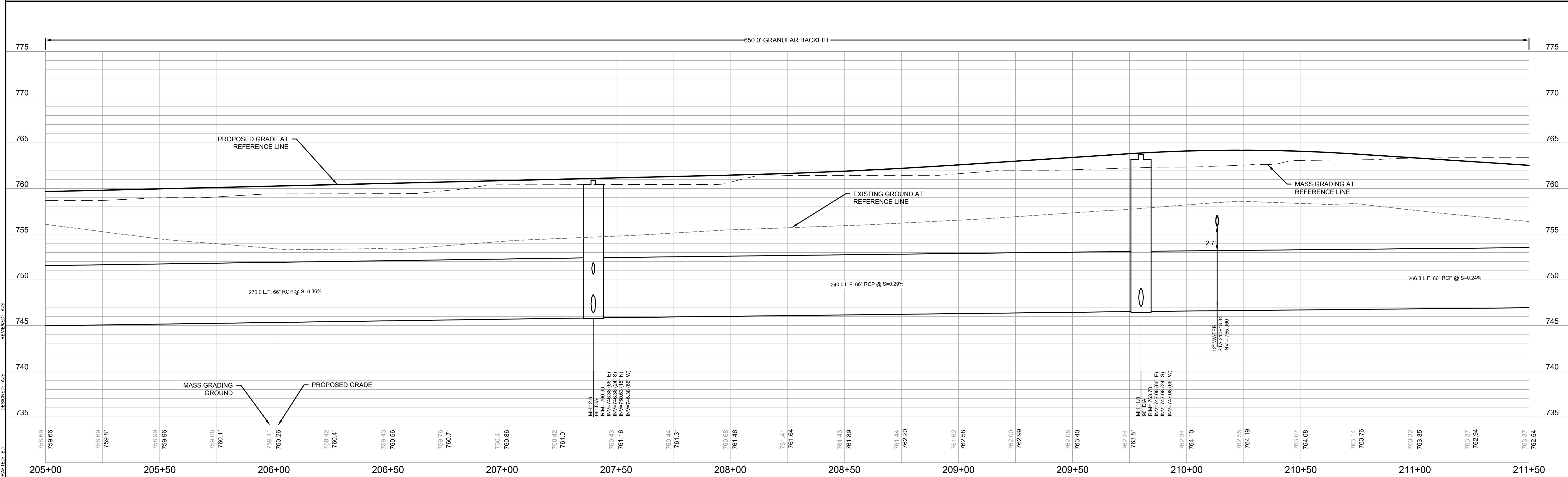
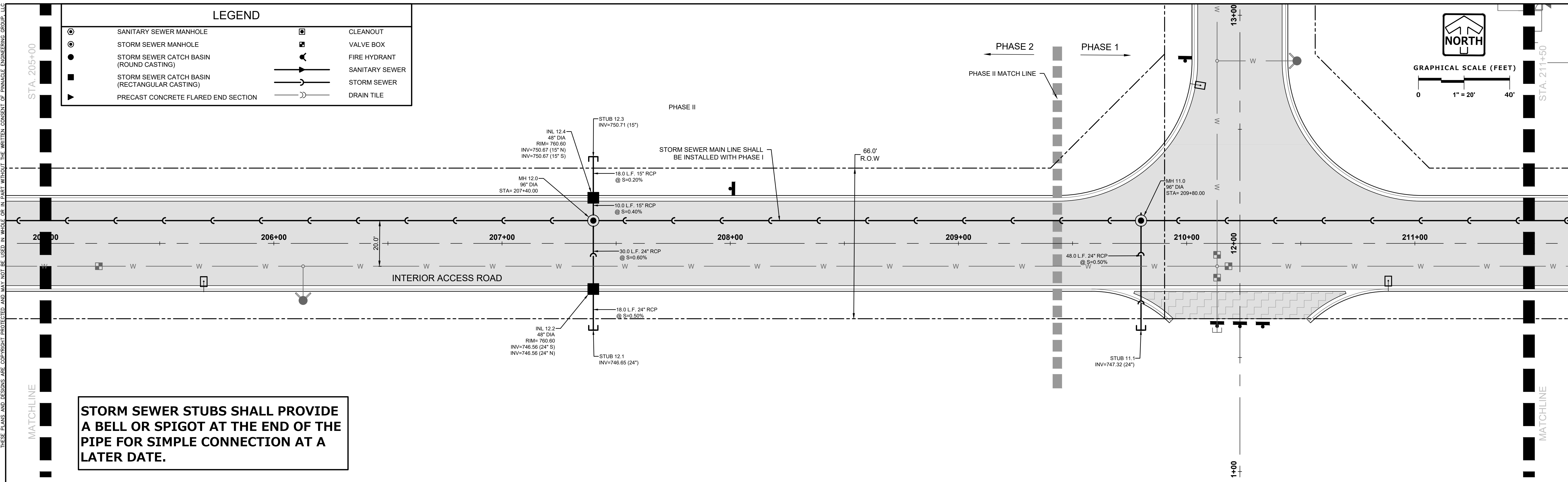
REVISIONS	
1. DRT CHECKSET	7/8/22
2. MUNICIPAL SUBMITTAL	7/25/22
3. MUNICIPAL SUBMITTAL	11/04/22
4. VILLAGE COMMENTS	12/12/22
5. FIRE HYDRANT REVISIONS	04/26/23
6. FOTH UPDATES	05/01/23
7. CONSTRUCTION SET	05/05/23

REG JOB No. **1912.00 WI**
REG PM **AUS**
START DATE **04/20/22**
SCALE **1" = 100'**

**SHEET
C-31
C-59**



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CALEDONIA CORPORATE PARK INFRASTRUCTURE PLANS CALEDONIA, WI

STORM SEWER PLAN AND PROFILE

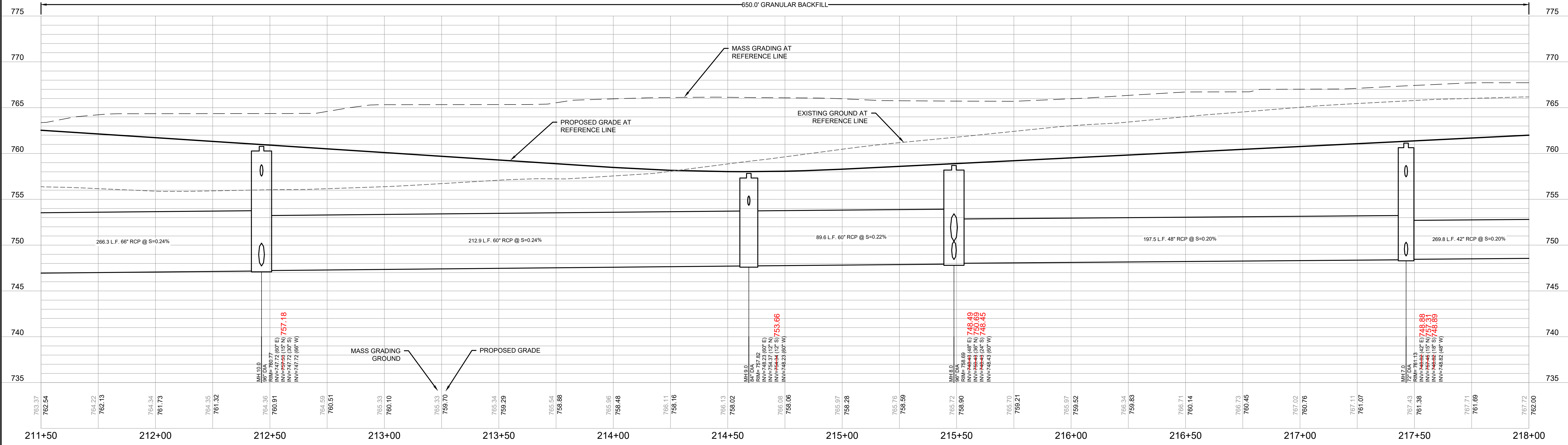
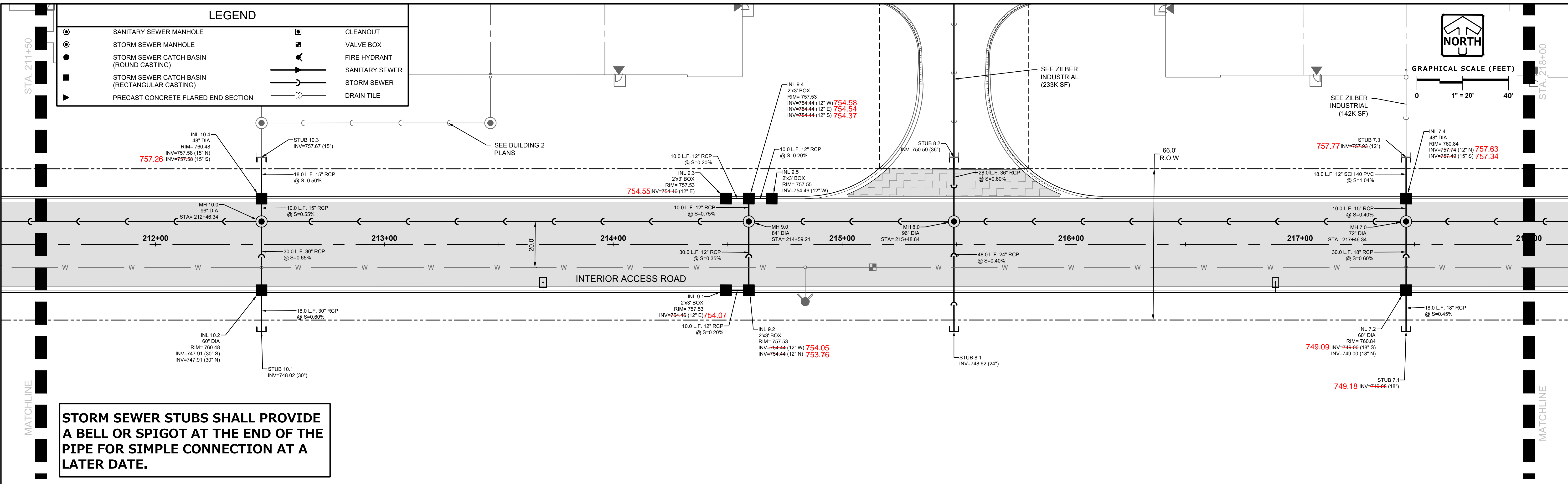
REVISIONS		
1	DRT CHECKSET	7/8/22
2	MUNICIPAL SUBMITTAL	7/25/22
3	MUNICIPAL SUBMITTAL	11/04/22
4	VILLAGE COMMENTS	12/12/22
5	FIRE HYDRANT REVISIONS	04/26/23
6	FOTH UPDATES	05/01/23
7	CONSTRUCTION SET	05/05/23

REG JOB NO. 1912.00 WI
REG PM. AUS
START DATE 04/20/22
SCALE 1" = 20'

SHEET
C-33
C-59

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DRAFTED: ED
DESIGNED: AUS
REVIEWED: AUS



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

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WISCONSIN OFFICE:
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
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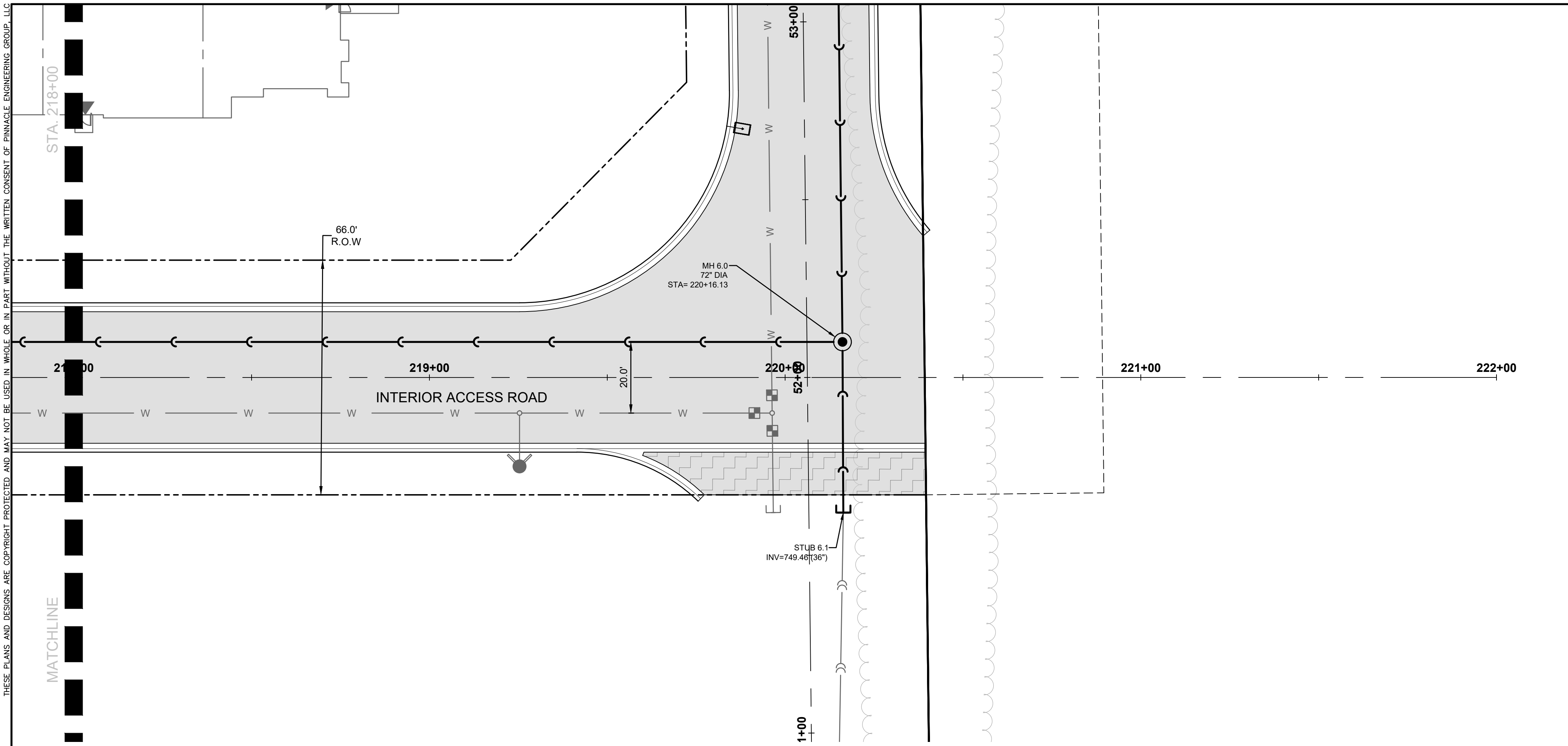
CALEDONIA CORPORATE PARK INFRASTRUCTURE PLANS CALEDONIA, WI

STORM SEWER PLAN AND PROFILE

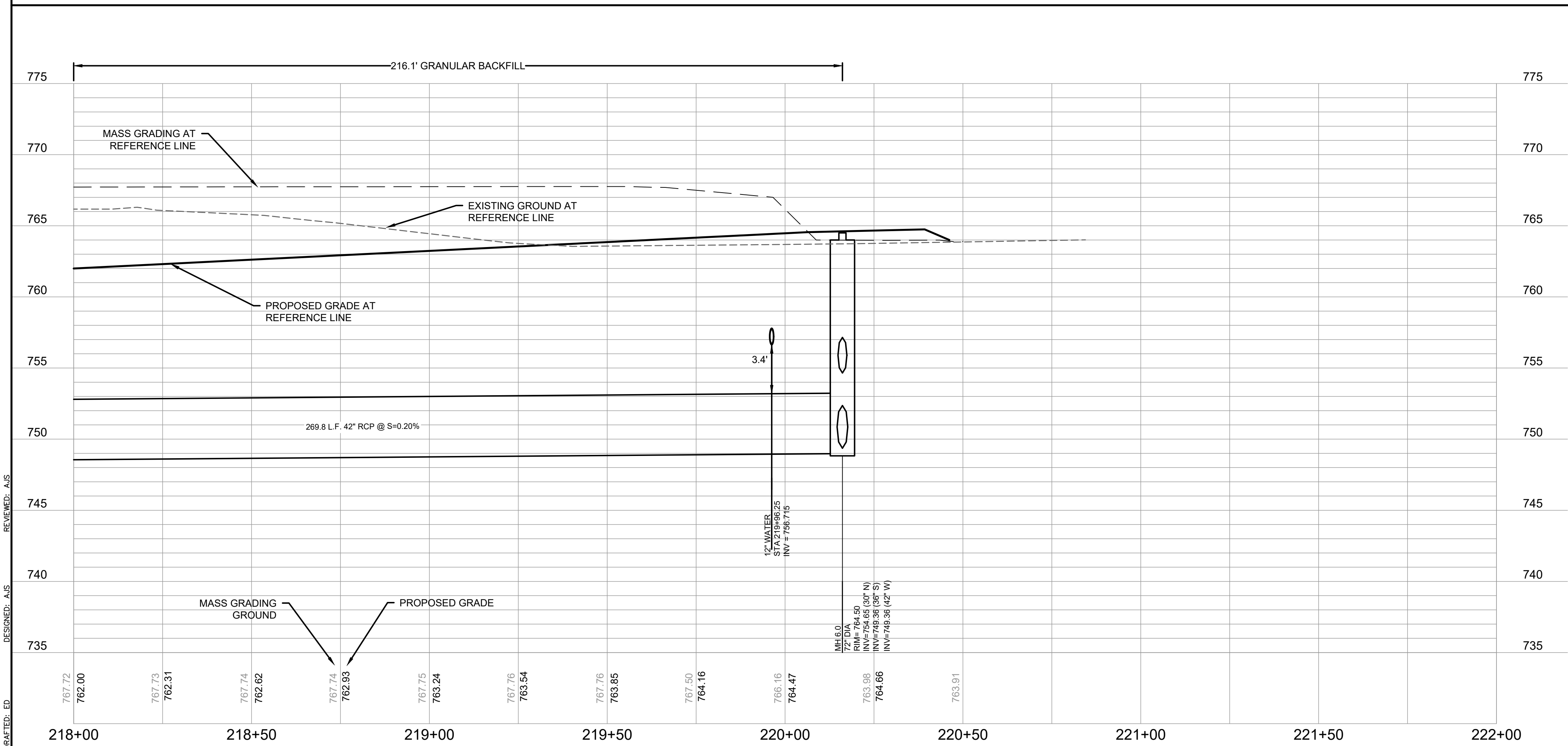
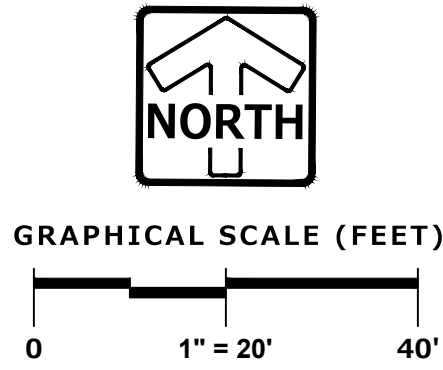
REVISIONS				SHEET C-34 C-59
1	DRT CHECKSET	7/8/22	5	
2	MUNICIPAL SUBMITTAL	7/25/22	6	FIRE HYDRANT REVISIONS 04/26/23
3	MUNICIPAL SUBMITTAL	11/04/22	7	
4	VILLAGE COMMENTS	12/12/22	7	CONSTRUCTION SET 05/05/23

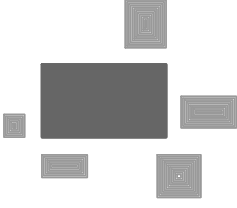
REG JOB No. 1912.00 WI
REG PM AUS
START DATE 04/20/22
SCALE 1" = 20'

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LEGEND			
	SANITARY SEWER MANHOLE		CLEANOUT
	STORM SEWER MANHOLE		VALVE BOX
	STORM SEWER CATCH BASIN (ROUND CASTING)		FIRE HYDRANT
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		SANITARY SEWER
	PRECAST CONCRETE FLARED END SECTION		STORM SEWER
			DRAIN TILE





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STORM SEWER PLAN AND PROFILE

REVISIONS					
1	<u>DRT CHECKSET</u>	<u>7/8/22</u>	5	<u>FIRE HYDRANT REVISIONS</u>	<u>04/26/23</u>
2	<u>MUNICIPAL SUBMITTAL</u>	<u>7/25/22</u>	6	<u>FOTH UPDATES</u>	<u>05/01/23</u>
3	<u>MUNICIPAL SUBMITTAL</u>	<u>11/04/22</u>	7	<u>CONSTRUCTION SET</u>	<u>05/05/23</u>
4	<u>VILLAGE COMMENTS</u>	<u>12/12/22</u>			

REG JOB No. **1912.00.WI**

REG PM **AJS**

START DATE **04/20/22**

SCALE **1" = 20'**

SHEET
C-35
C-59

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DRAFTED: ED
DESIGNED: AUS
REVIEWED: AUS

LEGEND

SANITARY SEWER MANHOLE

STORM SEWER MANHOLE

STORM SEWER CATCH BASIN

STORM SEWER CATCH BASIN

PRECAST CONCRETE FLARED END SECTION

CLEANOUT

VALVE BOX

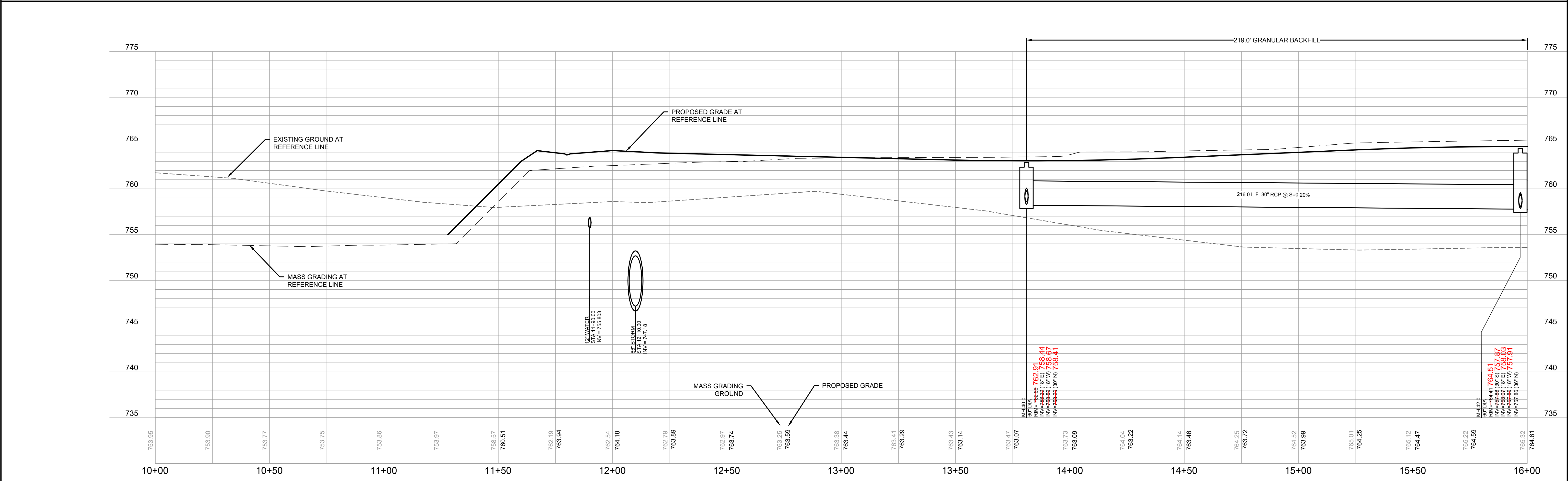
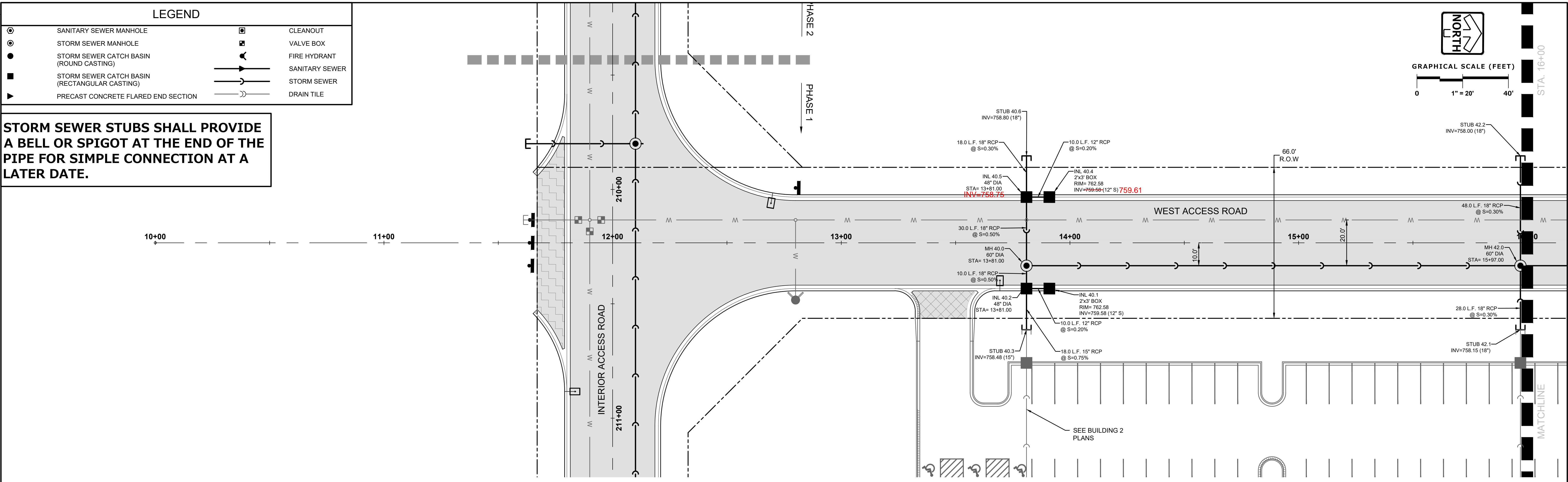
FIRE HYDRANT

SANITARY SEWER

STORM SEWER

DRAIN TILE

STORM SEWER STUBS SHALL PROVIDE A BELL OR SPIGOT AT THE END OF THE PIPE FOR SIMPLE CONNECTION AT A LATER DATE.



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STORM SEWER PLAN AND PROFILE

REVISIONS					
1	DRT CHECKSET	7/8/22	5	FIRE HYDRANT REVISIONS	04/26/23
2	MUNICIPAL SUBMITTAL	7/25/22	6	FOTH UPDATES	05/01/23
3	MUNICIPAL SUBMITTAL	11/04/22	7	CONSTRUCTION SET	05/05/23
4	VILLAGE COMMENTS	12/12/22			

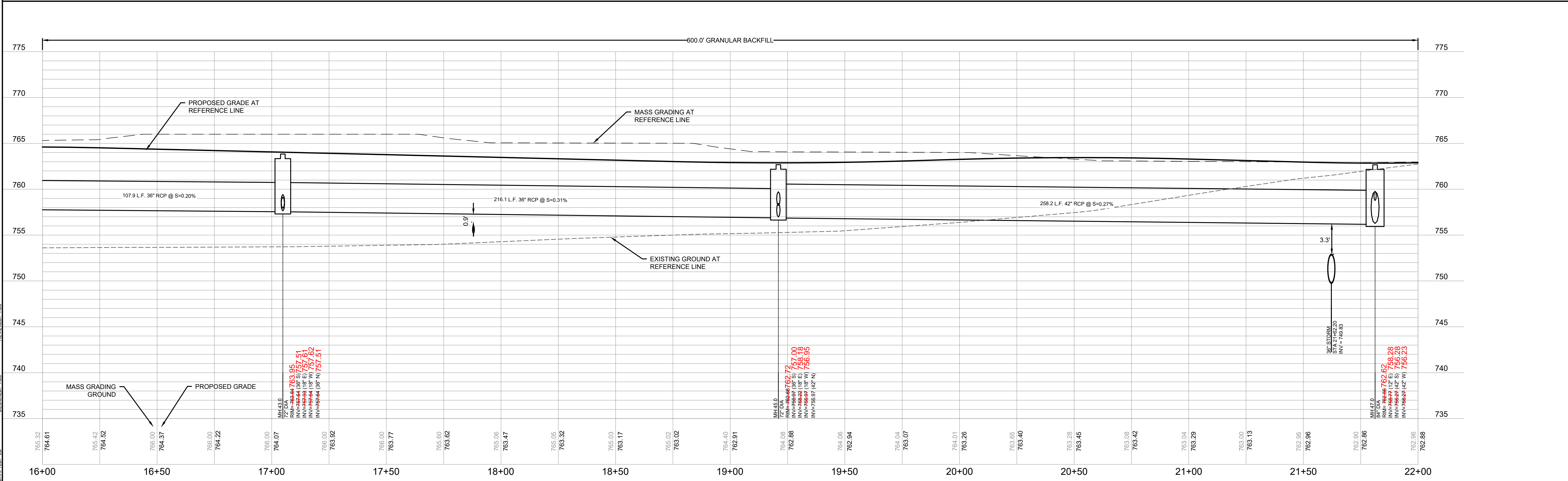
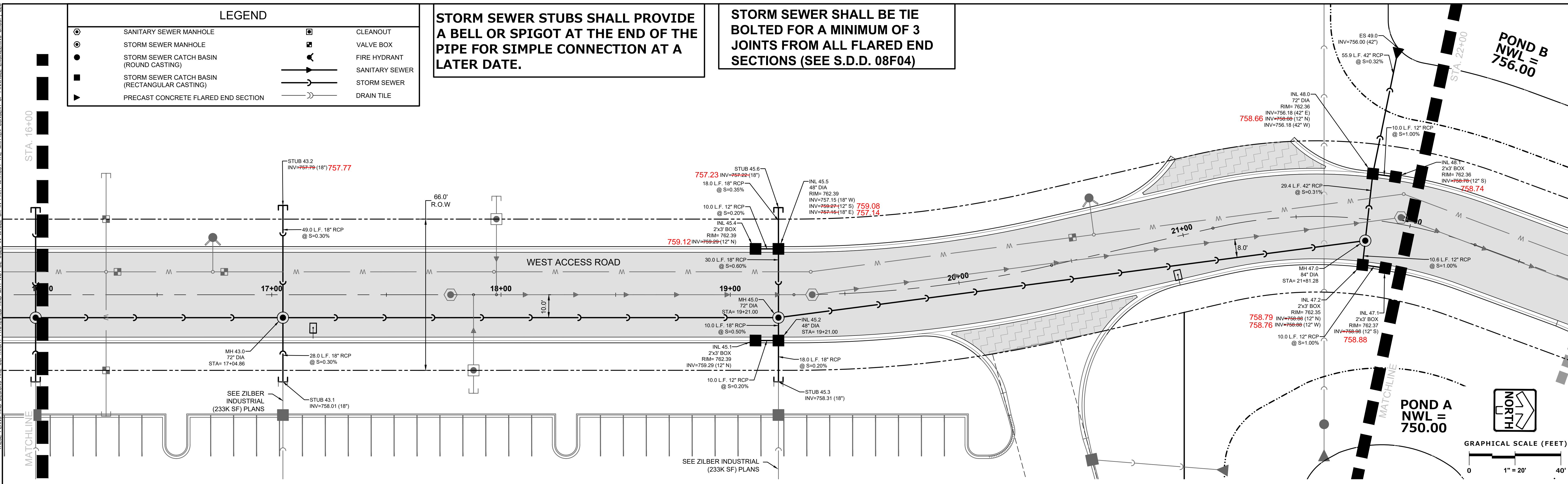
REG JOB No. 1912.00 WI

REG PM AUS

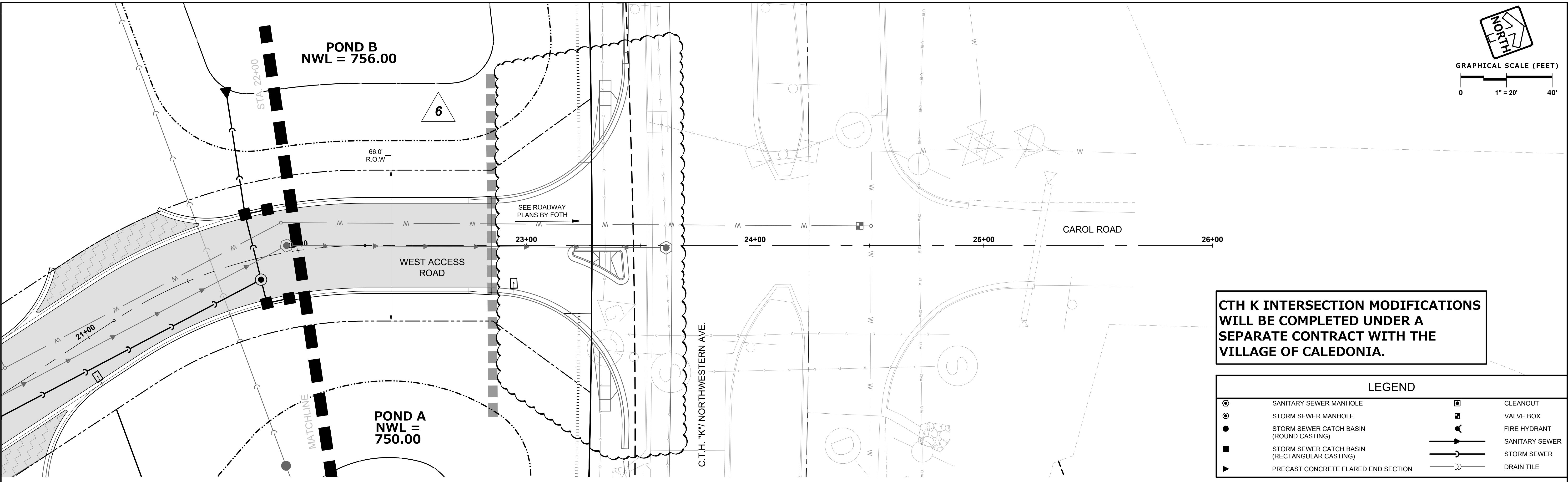
START DATE 04/20/22

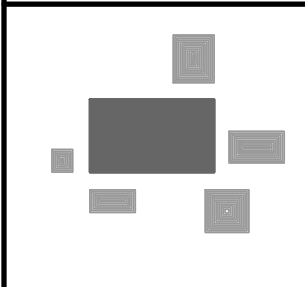
SCALE 1" = 20'

SHEET C-36 C-59



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DESIGNED: AJS
DRAFTED: ED
REVIEWED: AJS





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STORM SEWER PLAN AND PROFILE

REVISIONS					
1	DRT CHECKSET	7/8/22	5	FIRE HYDRANT REVISIONS	04/26/23
2	MUNICIPAL SUBMITTAL	7/25/22	6	FOTH UPDATES	05/01/23
3	MUNICIPAL SUBMITTAL	11/04/22	7	CONSTRUCTION SET	05/05/23
4	VILLAGE COMMENTS	12/12/22	—	—	—

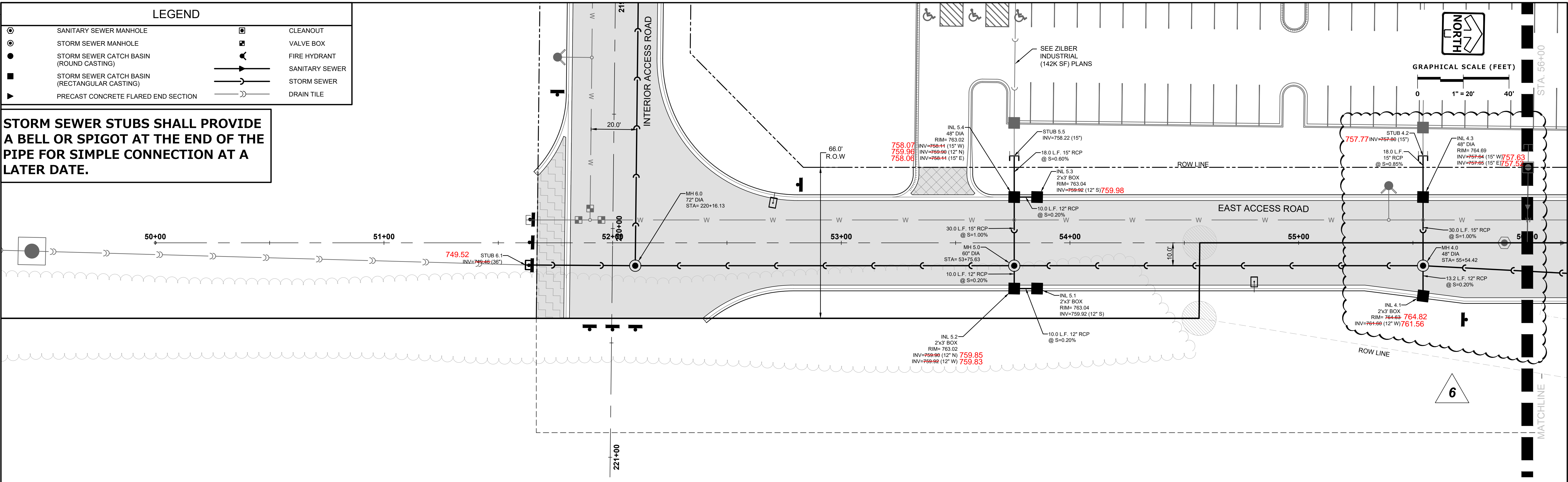
REG JOB No. **1912.00 WI**
REG PM **AJS**
START DATE **04/20/22**
SCALE **1" = 20'**

SHEET
C-38
C-59

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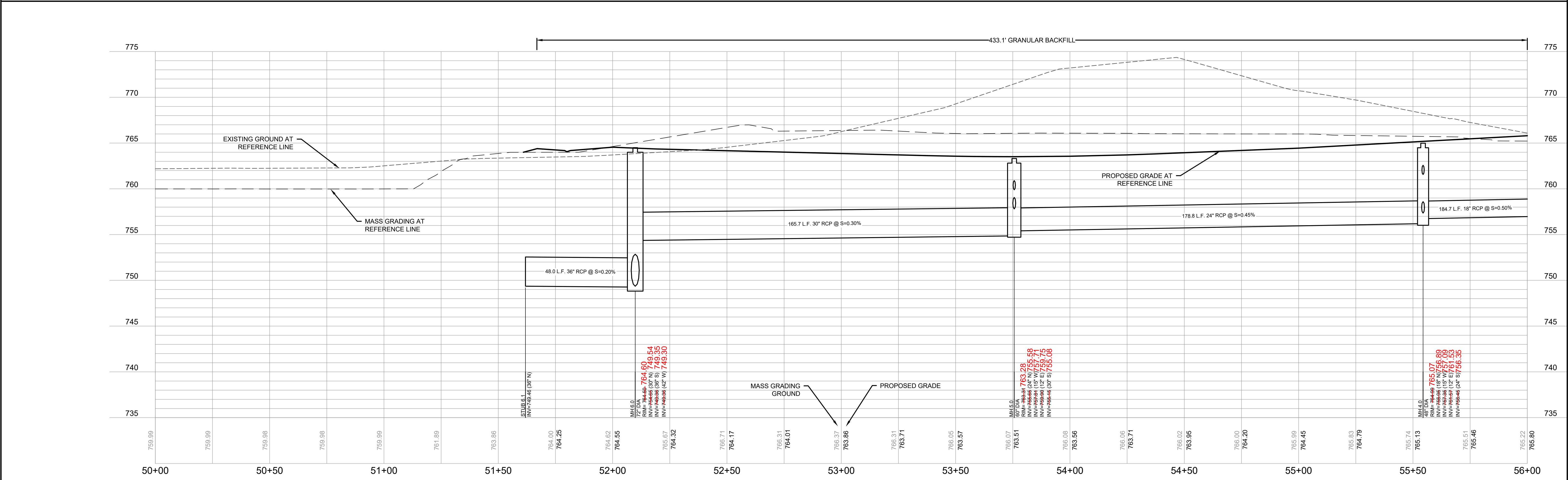


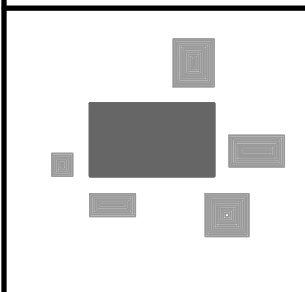
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STORM SEWER PLAN AND PROFILE

REVISIONS		
1	DRT CHECKSET	7/8/22
2	MUNICIPAL SUBMITTAL	7/25/22
3	MUNICIPAL SUBMITTAL	11/04/22
4	VILLAGE COMMENTS	12/12/22
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6	FOTH UPDATES	05/01/23
7	CONSTRUCTION SET	05/05/23

REG JOB No. **1912.00 WI**

REG PM **AJS**

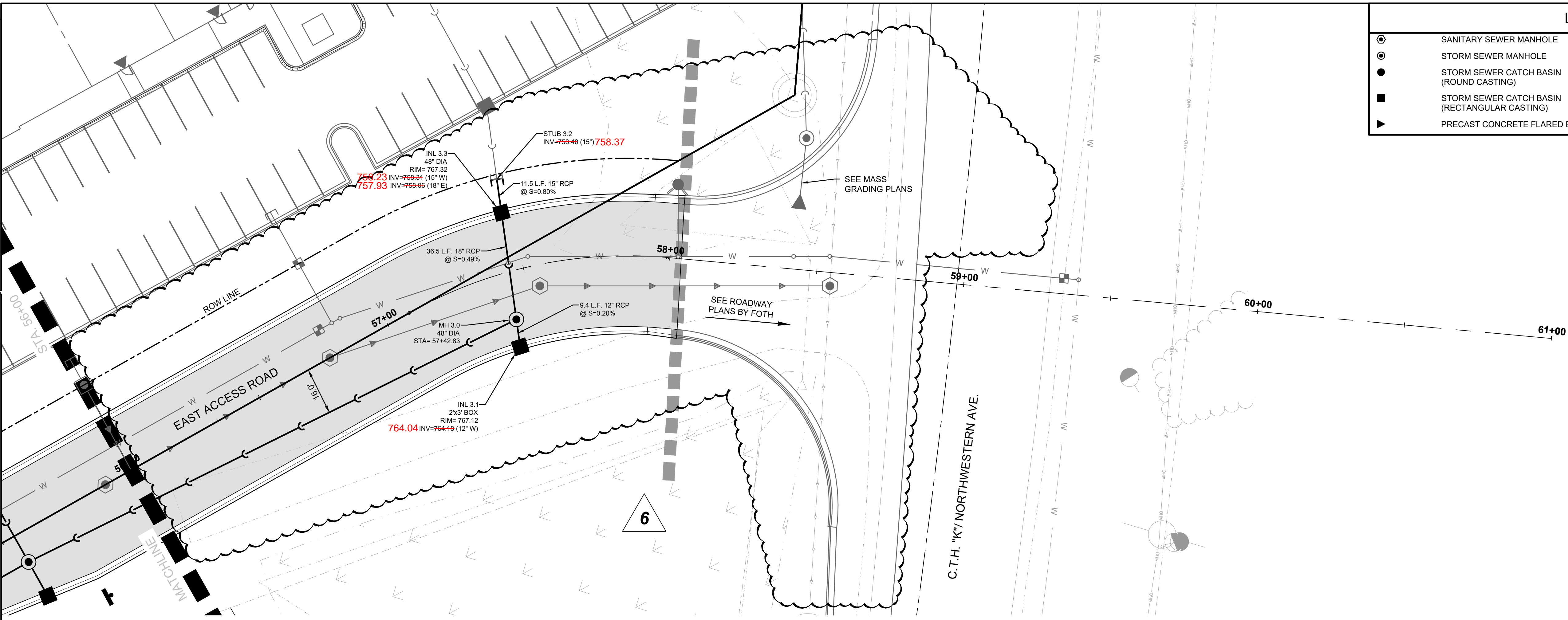
START DATE **04/20/22**

SCALE **1" = 20'**

SHEET
C-39
C-59

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REVIEWED: AUS



LEGEND

SANITARY SEWER MANHOLE

STORM SEWER MANHOLE

STORM SEWER CATCH BASIN (ROUND CASTING)

STORM SEWER CATCH BASIN (RECTANGULAR CASTING)

PRECAST CONCRETE FLARED END SECTION

CLEANOUT

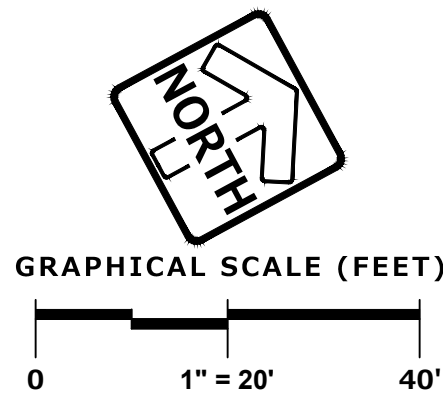
VALVE BOX

FIRE HYDRANT

SANITARY SEWER

STORM SEWER

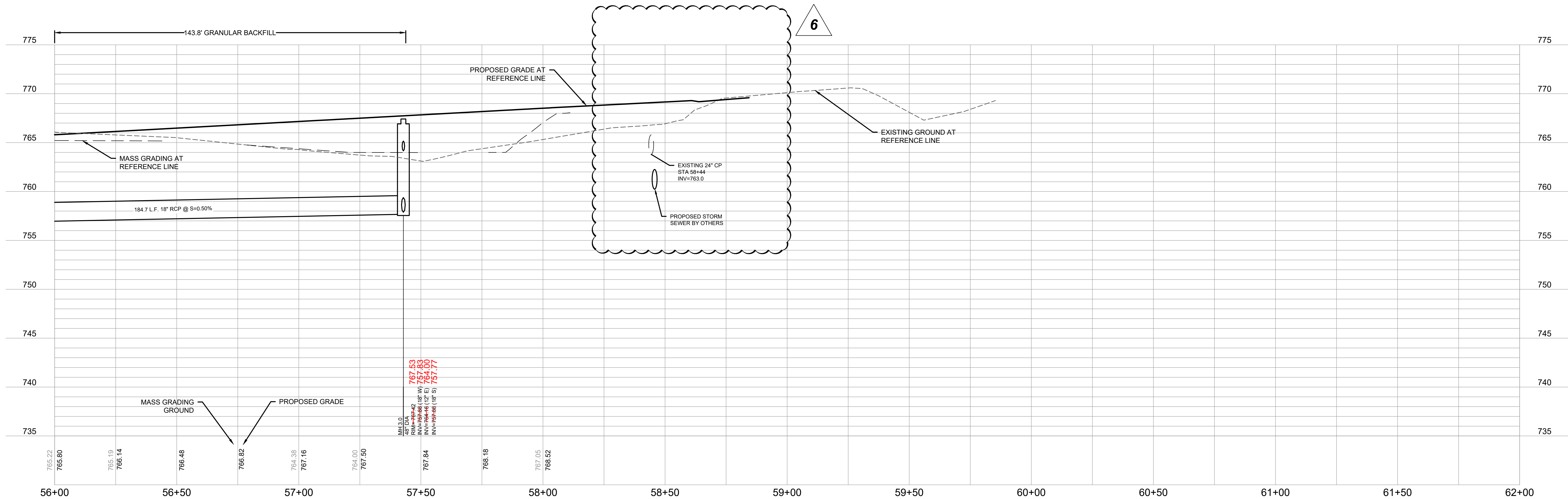
DRAIN TILE



STORM SEWER SHALL BE TIE BOLTED FOR A MINIMUM OF 3 JOINTS FROM ALL FLARED END SECTIONS (SEE S.D.D. 08F04)

CTH K INTERSECTION MODIFICATIONS WILL BE COMPLETED UNDER A SEPARATE CONTRACT WITH THE VILLAGE OF CALEDONIA.

STORM SEWER STUBS SHALL PROVIDE A BELL OR SPIGOT AT THE END OF THE PIPE FOR SIMPLE CONNECTION AT A LATER DATE.



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STORM SEWER PLAN AND PROFILE

REVISIONS		
1	DRT CHECKSET	7/8/22
2	MUNICIPAL SUBMITTAL	7/25/22
3	MUNICIPAL SUBMITTAL	11/04/22
4	VILLAGE COMMENTS	12/12/22
5	FIRE HYDRANT REVISIONS	04/26/23
6	FOTH UPDATES	05/01/23
7	CONSTRUCTION SET	05/05/23

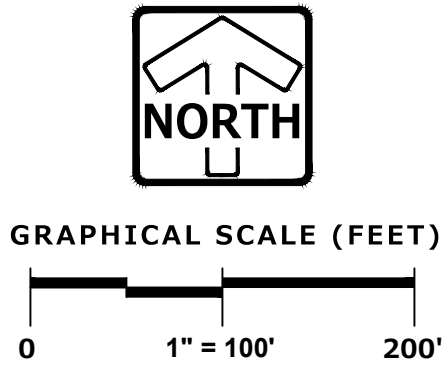
REG JOB NO. 1912.00.WI
REG PM. AUS
START DATE 04/20/22
SCALE 1" = 20'

SHEET
C-40
C-59

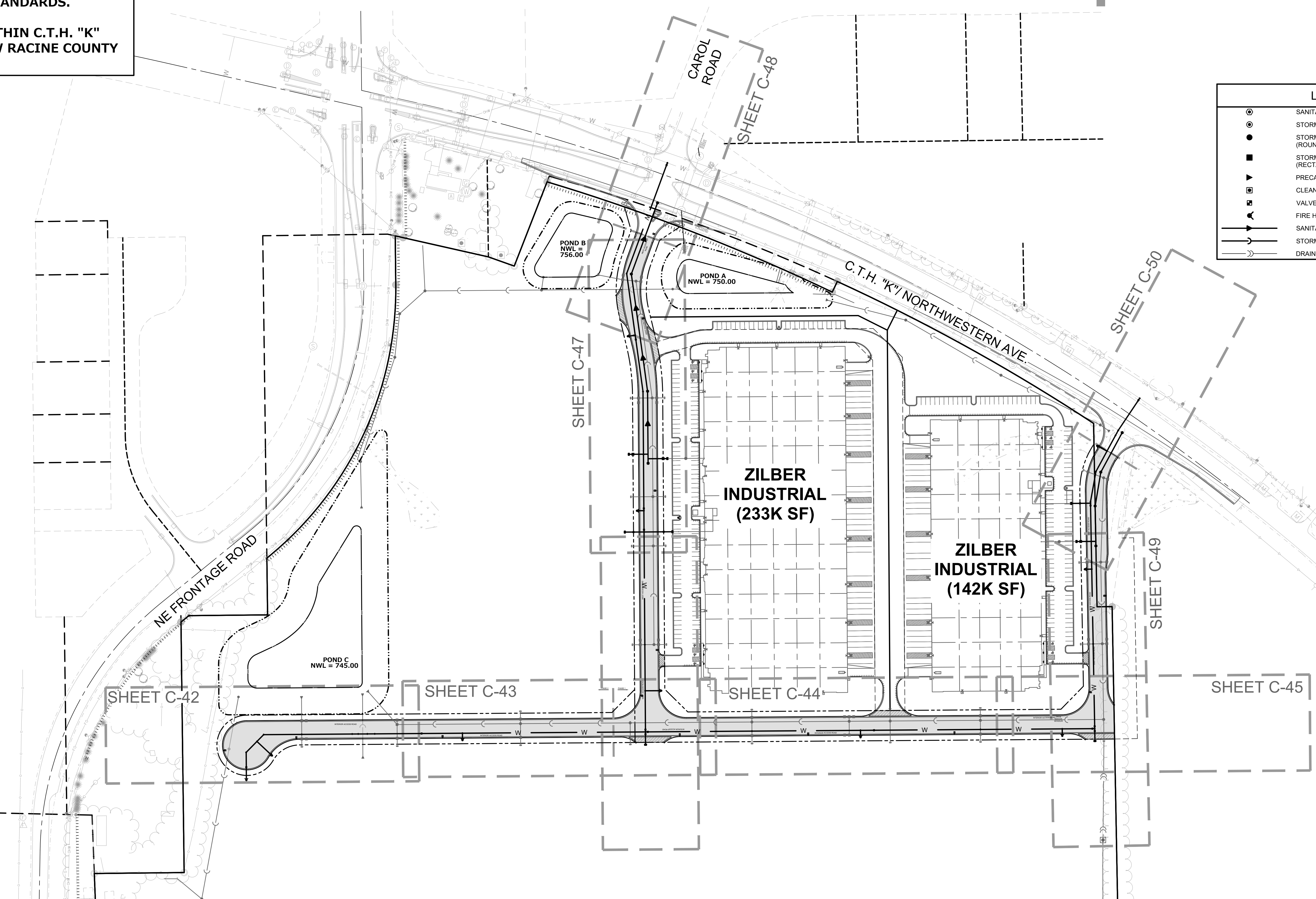
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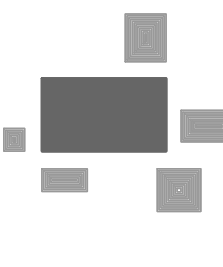
ALL WORK WITHIN PUBLIC R.O.W.
SHALL CONFORM TO VILLAGE OF
CALEDONIA STANDARDS.

ALL WORK WITHIN C.T.H. "K"
SHALL FOLLOW RACINE COUNTY
STANDARDS.



LEGEND	
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	STORM SEWER CATCH BASIN (ROUND CASTING)
	STORM SEWER CATCH BASIN (RECTANGULAR CASTING)
	PRECAST CONCRETE FLARED END SECTION
	CLEANOUT
	VALVE BOX
	FIRE HYDRANT
	SANITARY SEWER
	STORM SEWER
	DRAIN TILE





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**CALEDONIA CORPORATE PARK
INFRASTRUCTURE PLANS
CALEDONIA, WI**

**UTILITY PLAN AND
PROFILE OVERVIEW**

REVISIONS					
1	<u>DRT CHECKSET</u>	<u>7/8/22</u>	5	<u>FIRE HYDRANT REVISIONS</u>	<u>04/26/23</u>
2	<u>MUNICIPAL SUBMITTAL</u>	<u>7/25/22</u>	6	<u>FOTH UPDATES</u>	<u>05/01/23</u>
3	<u>MUNICIPAL SUBMITTAL</u>	<u>11/04/22</u>	7	<u>CONSTRUCTION SET</u>	<u>05/05/23</u>
4	<u>VILLAGE COMMENTS</u>	<u>12/12/22</u>			

REG JOB No. **1912.00 WI**

REG PM **AJS**

START DATE **04/20/22**

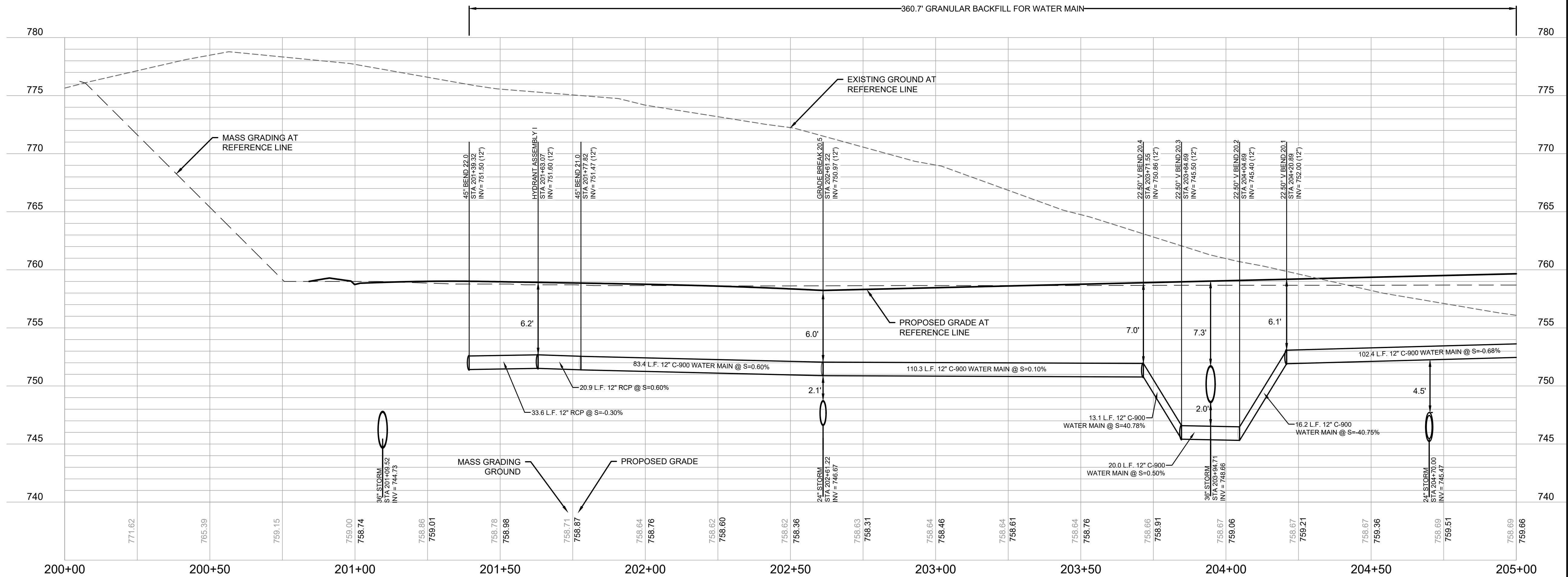
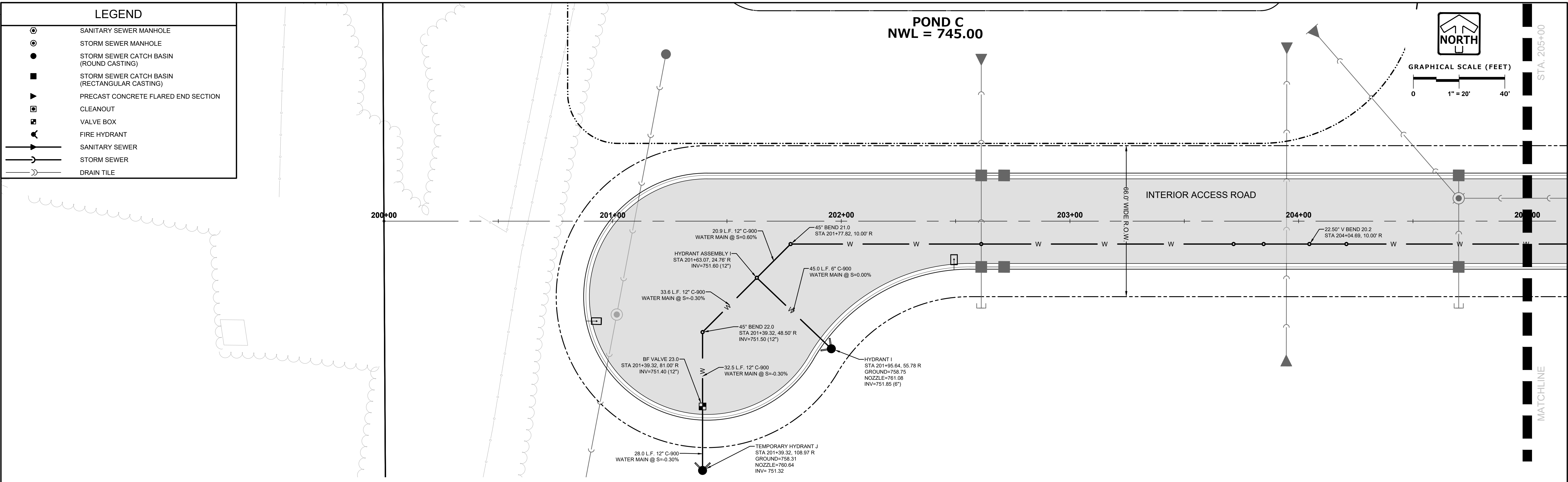
SCALE **1" = 100'**

**SHEET
C-41
C-59**

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REVIEWED: AUS



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CALEDONIA CORPORATE PARK INFRASTRUCTURE PLANS CALEDONIA, WI

UTILITY PLAN AND PROFILE

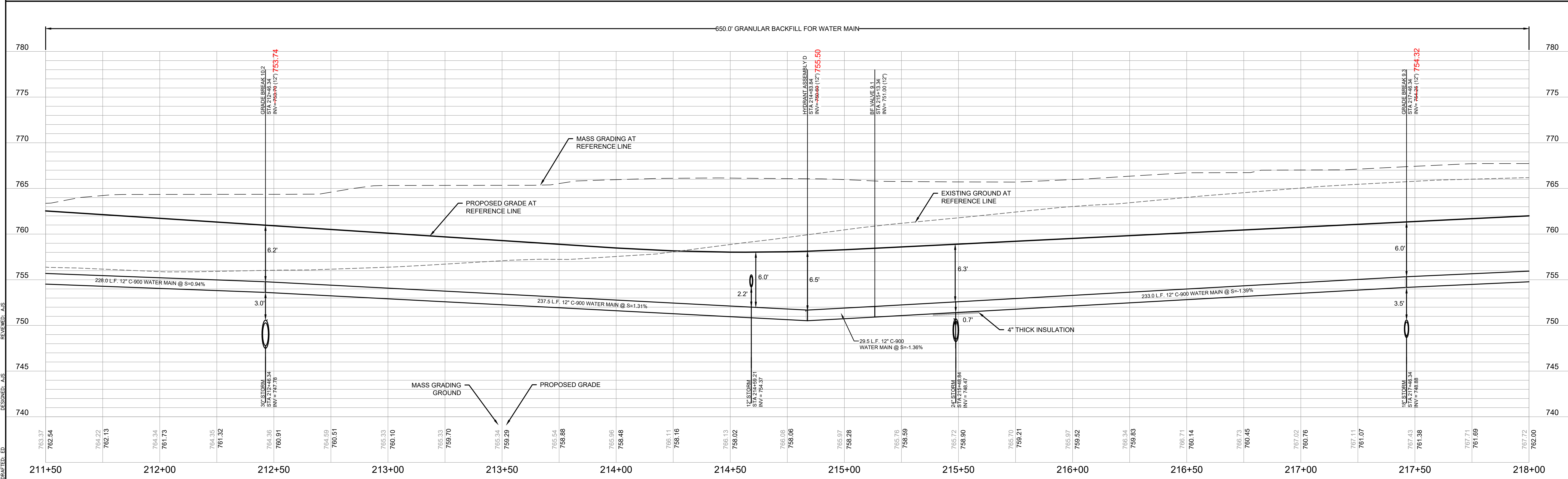
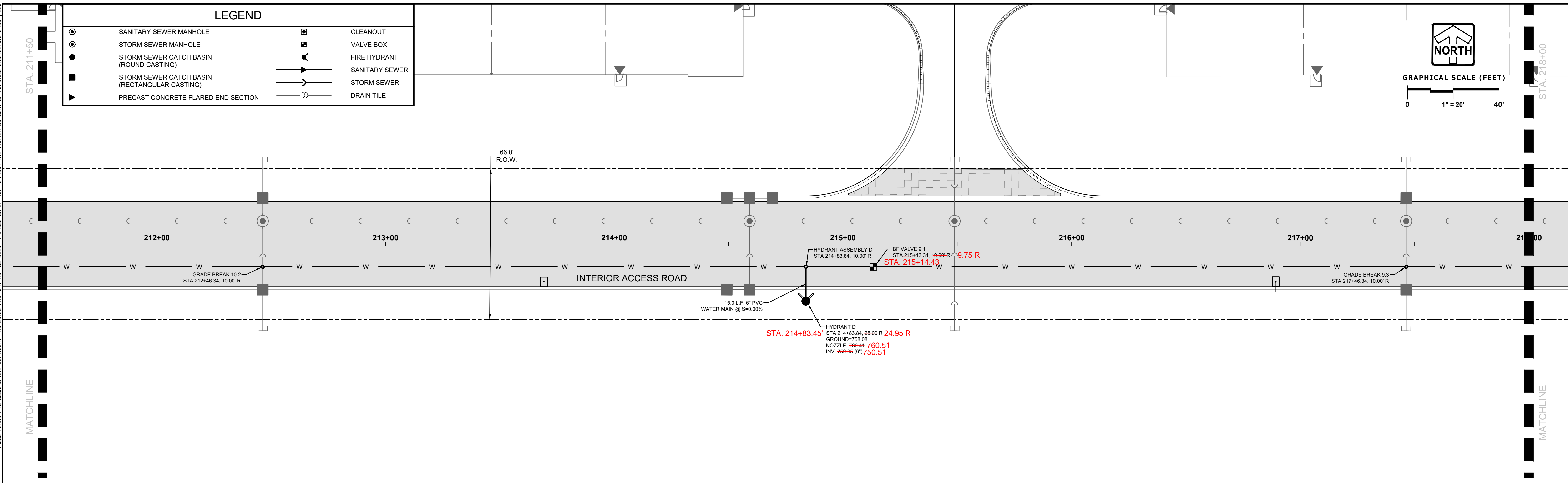
REVISIONS		
1	DRT CHECKSET	7/8/22
2	MUNICIPAL SUBMITTAL	7/25/22
3	MUNICIPAL SUBMITTAL	11/04/22
4	VILLAGE COMMENTS	12/12/22
5	FIRE HYDRANT REVISIONS	04/26/23
6	FOTH UPDATES	05/01/23
7	CONSTRUCTION SET	05/05/23

REG JOB NO. **1912.00 WI**
REG PM **AUS**
START DATE **04/20/22**
SCALE **1" = 20'**

SHEET
C-42
C-59

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UTILITY PLAN AND PROFILE

REVISIONS	
1. DRT CHECKSET	7/8/22
2. MUNICIPAL SUBMITTAL	7/25/22
3. MUNICIPAL SUBMITTAL	11/04/22
4. VILLAGE COMMENTS	12/12/22
5. FIRE HYDRANT REVISIONS	04/26/23
6. FOTH UPDATES	05/01/23
7. CONSTRUCTION SET	05/05/23

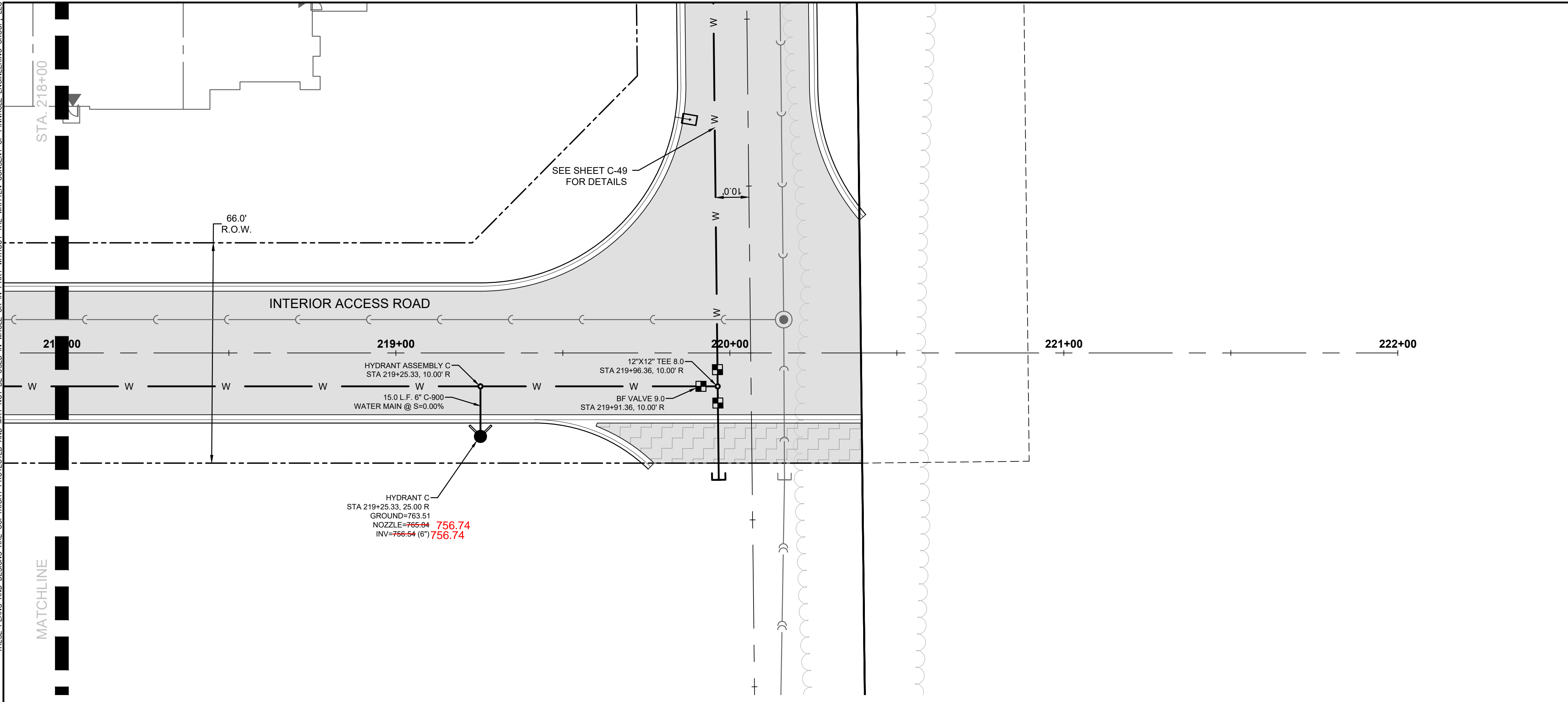
REG JOB No. 1912.00 WI
REG PM. AUS
START DATE 04/20/22
SCALE 1" = 20'

SHEET
C-44
C-59

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DRAFTED: ED
REVIEWED: AJS



LEGEND

○

SANITARY SEWER MANHOLE

●

STORM SEWER MANHOLE

●

STORM SEWER CATCH BASIN (ROUND CASTING)

■

STORM SEWER CATCH BASIN (RECTANGULAR CASTING)

▶

PRECAST CONCRETE FLARED END SECTION

□

CLEANOUT

■

VALVE BOX

↗

FIRE HYDRANT

—▶—

SANITARY SEWER

—▶—

STORM SEWER

—○—

DRAIN TILE

NORTH

GRAPHICAL SCALE (FEET)

0

1" = 20'

40'

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INFRASTRUCTURE PLANS

CALEDONIA, WI

UTILITY PLAN AND

PROFILE

REVISIONS

1

DRT CHECKSET

7/8/22

2

MUNICIPAL SUBMITTAL

7/25/22

3

MUNICIPAL SUBMITTAL

11/04/22

4

VILLAGE COMMENTS

12/12/22

5

FIRE HYDRANT REVISIONS

04/26/23

6

FOTH UPDATES

05/01/23

7

CONSTRUCTION SET

05/05/23

REG JOB No. 1912.00

WT

REG PM

AJS

START DATE

04/20/22

SCALE

1" = 20'

SHEET

C-45

C-59

Z:\PROJECTS\2020\1912.00-WI\CAD\SHEETS\ROADWAY\1912.00 ROADWAY UTILITY PLAN AND PROFILE.DWG

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REVIEWED: AUS

LEGEND

SANITARY SEWER MANHOLE

STORM SEWER MANHOLE
(ROUND CASTING)

STORM SEWER CATCH BASIN
(RECTANGULAR CASTING)

PRECAST CONCRETE FLARED END SECTION

CLEANOUT

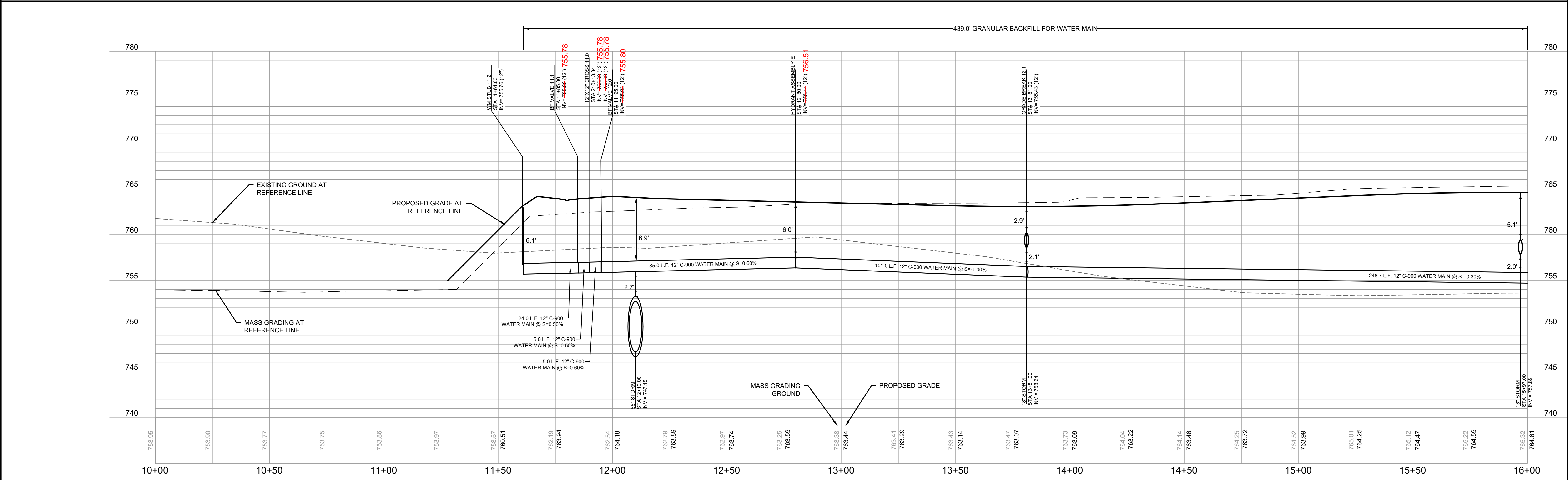
VALVE BOX

FIRE HYDRANT

SANITARY SEWER

STORM SEWER

DRAIN TILE



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INFRASTRUCTURE PLANS

CALEDONIA, WI

UTILITY PLAN AND

PROFILE

REVISIONS

1

DRT CHECKSET

7/8/22

2

MUNICIPAL SUBMITTAL

7/25/22

3

MUNICIPAL SUBMITTAL

11/04/22

4

VILLAGE COMMENTS

12/12/22

5

FIRE HYDRANT REVISIONS

04/26/23

6

FOH UPDATES

05/01/23

7

CONSTRUCTION SET

05/05/23

REG JOB No. 1912.00 WI

REG PM AUS

START DATE 04/20/22

SCALE 1" = 20'

SHEET

C-46

C-59

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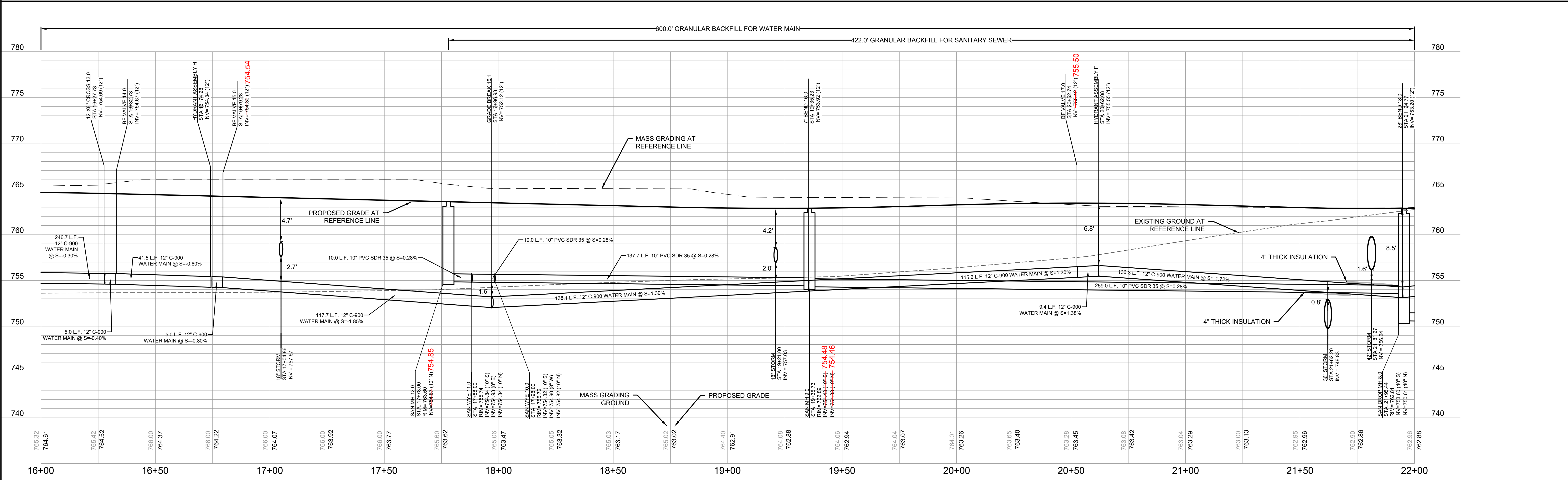
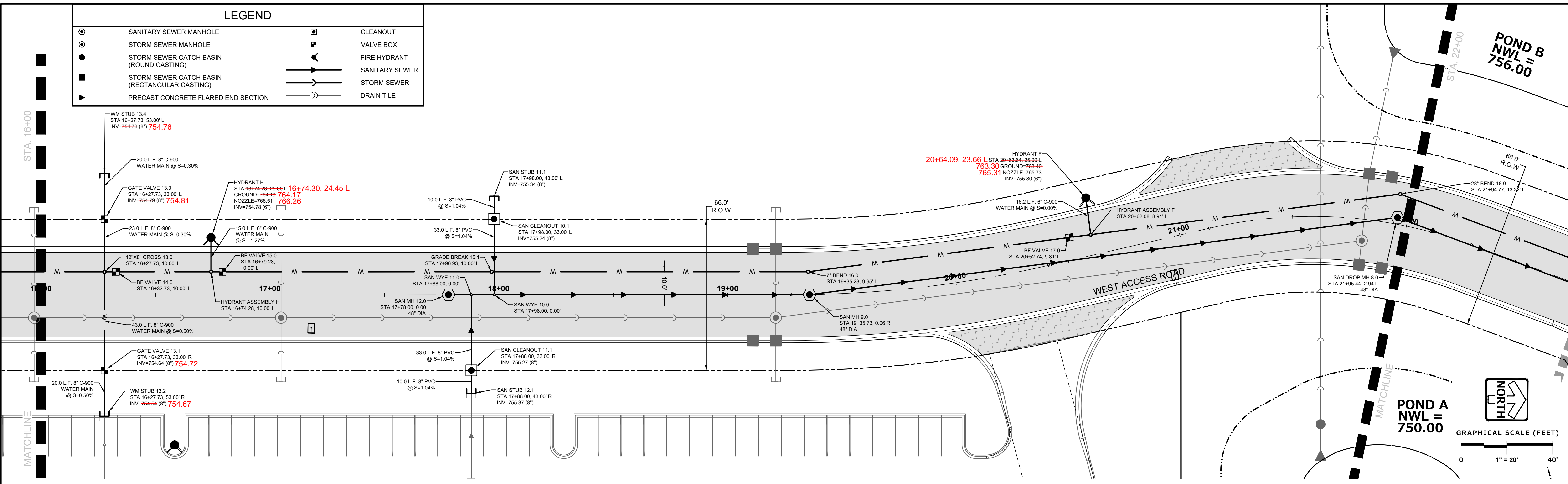
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DRAFTED: ED
DESIGNED: AUS
REVIEWED: AUS

Z:\PROJECTS\2020\1912.00-WI\CAD\SHEETS\ROADWAY\1912.00 ROADWAY UTILITY PLAN AND PROFILE.DWG



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CALEDONIA CORPORATE PARK INFRASTRUCTURE PLANS CALEDONIA, WI

UTILITY PLAN AND PROFILE

REVISIONS				REG JOB No. 1912.00 WI	REG PM: AJS	START DATE: 04/20/22	SCALE: 1" = 20'	SHEET
1	DRT CHECKSET	7/8/22	5	FIRE HYDRANT REVISIONS	04/26/23			C-47
2	MUNICIPAL SUBMITTAL	7/25/22	6	FOTH UPDATES	05/01/23			
3	MUNICIPAL SUBMITTAL	11/04/22	7	CONSTRUCTION SET	05/05/23			C-59
4	VILLAGE COMMENTS	12/12/22						

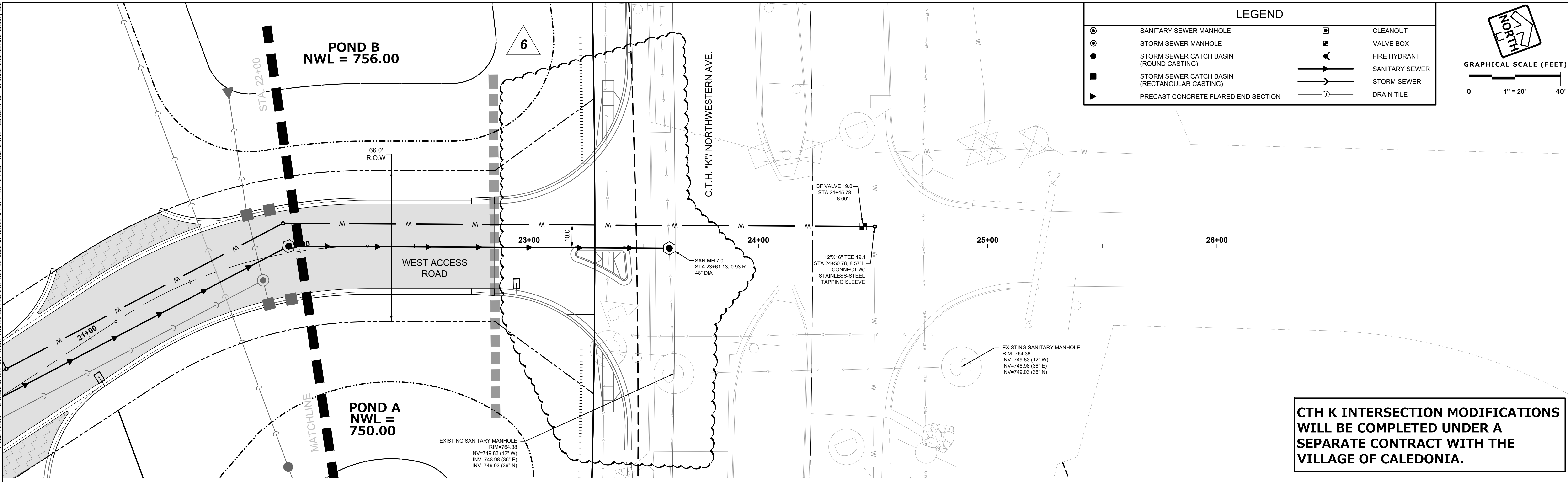
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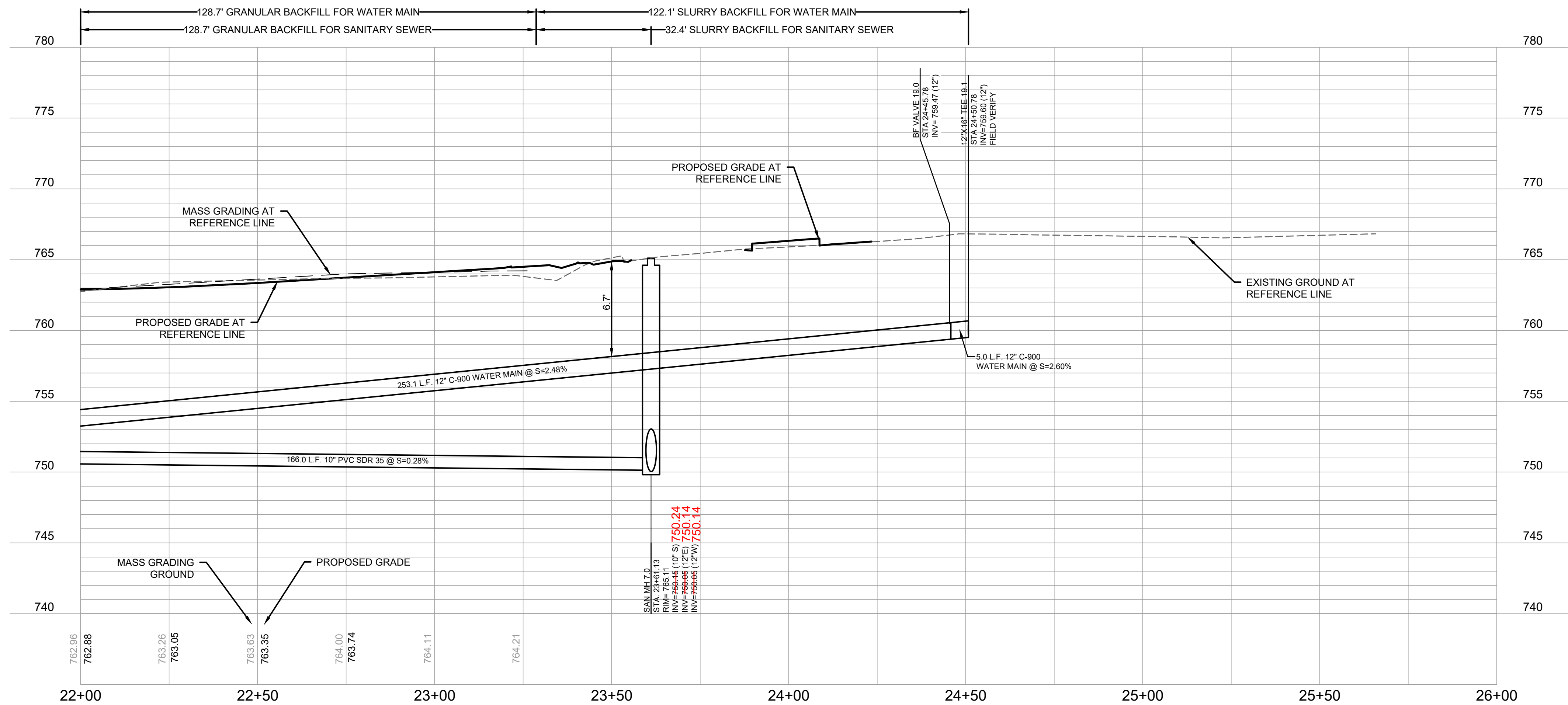
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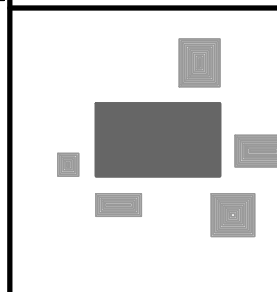
DESIGNED: AUS

DRAFTED: ED
REVIEWED: AUS



CTH K INTERSECTION MODIFICATIONS
WILL BE COMPLETED UNDER A
SEPARATE CONTRACT WITH THE
VILLAGE OF CALEDONIA.





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CALEDONIA CORPORATE PARK INFRASTRUCTURE PLANS CALEDONIA, WI

UTILITY PLAN AND PROFILE

REVISIONS		
1	DRT CHECKSET	7/8/22
2	MUNICIPAL SUBMITTAL	7/25/22
3	MUNICIPAL SUBMITTAL	11/04/22
4	VILLAGE COMMENTS	12/12/22
5	FIRE HYDRANT REVISIONS	04/26/23
6	FOTH UPDATES	05/01/23
7	CONSTRUCTION SET	05/05/23

REG JOB No. **1912.00 WI**

REG PM **AJS**

START DATE **04/20/22**

SCALE **1" = 20'**

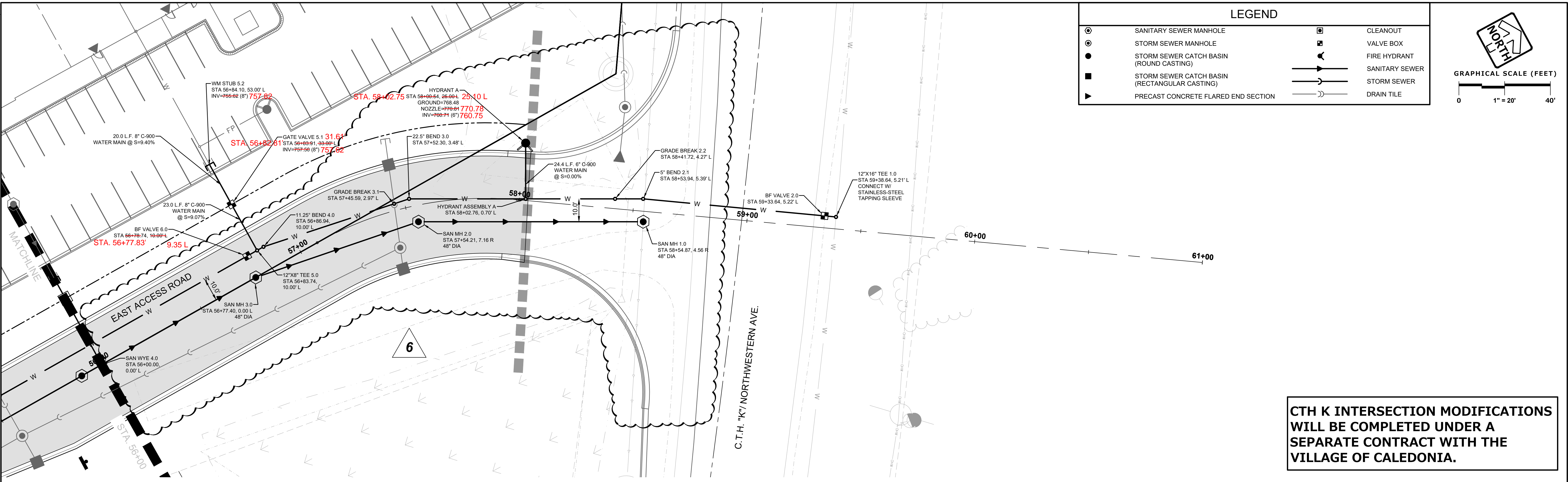
SHEET
C-48
C-59



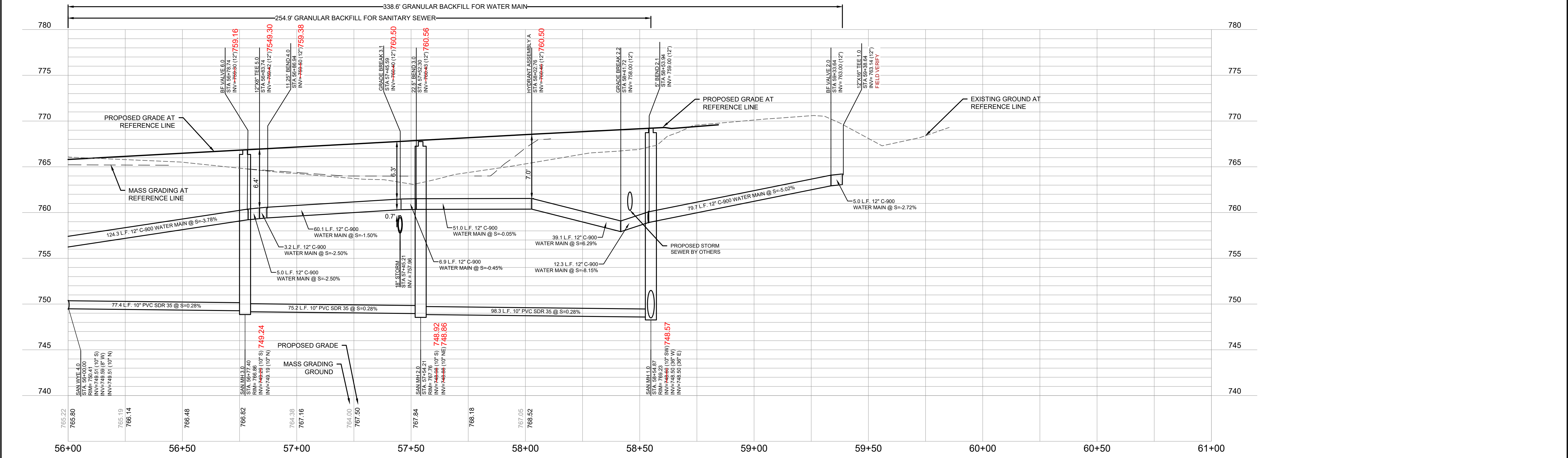
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DRAFTED: ED
DESIGNED: AUS
REVIEWED: AUS

Z:\PROJECTS\2020\1912.00-WI\CAD\SHEETS\ROADWAY\1912.00 ROADWAY UTILITY PLAN AND PROFILE.DWG



CTH K INTERSECTION MODIFICATIONS
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**CALEDONIA CORPORATE PARK
INFRASTRUCTURE PLANS
CALEDONIA, WI**

UTILITY PLAN AND
PROFILE

REVISIONS	
1. DRT CHECKSET	7/8/22
2. MUNICIPAL SUBMITTAL	7/25/22
3. MUNICIPAL SUBMITTAL	11/04/22
4. VILLAGE COMMENTS	12/12/22

REG JOB No. 1912.00 WI
REG PM: AUS
START DATE: 04/20/22
SCALE: 1" = 20'

**SHEET
C-50
C-59**

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DESIGNED: JAS

REVIEWED: JAS

DRAWN: KM

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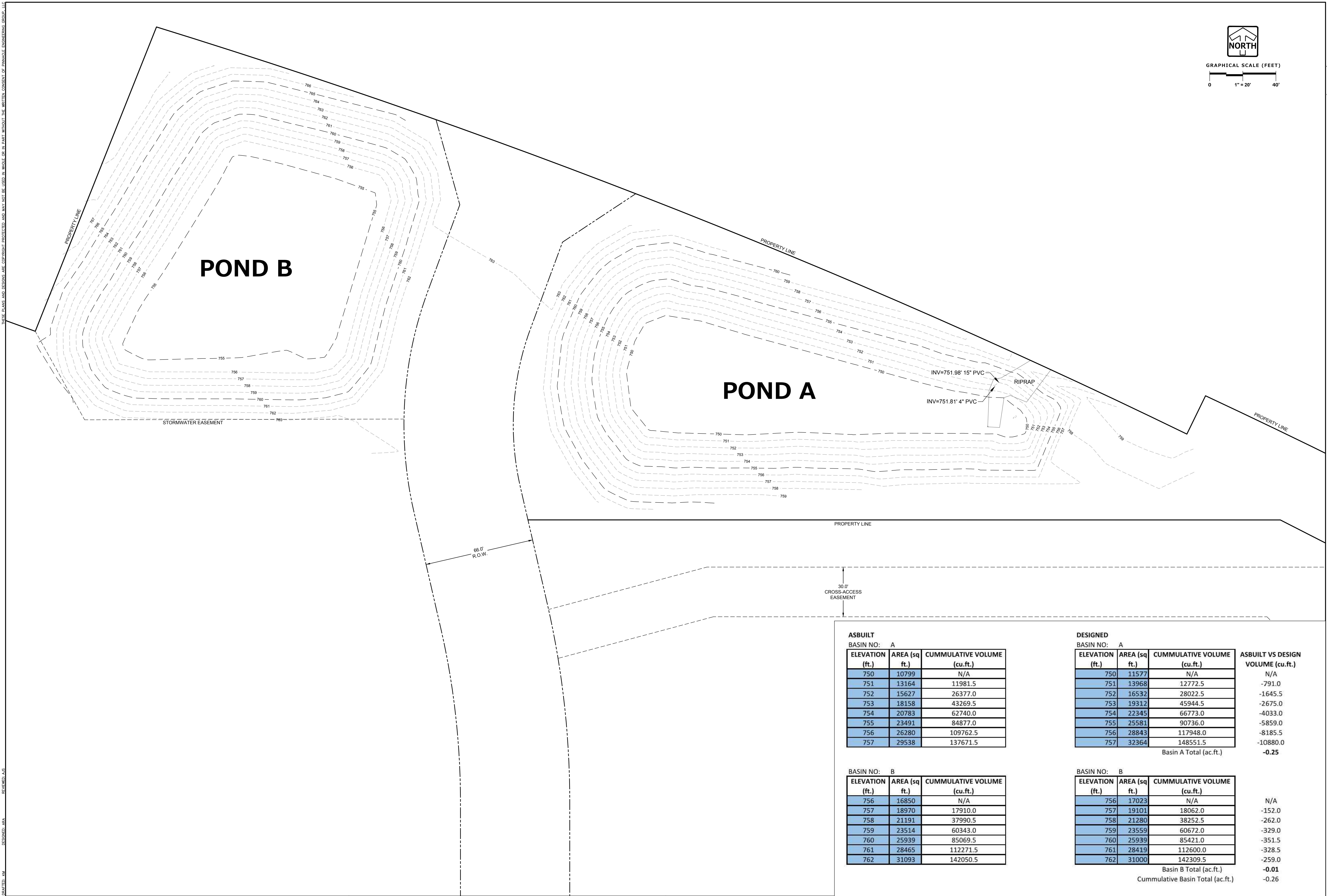
CONSTRUCTION SET

BASIN RECORD DRAWING EXHIBIT



GRAPHICAL SCALE (FEET)

0 1" = 20' 40'



ASBUILT		
BASIN NO: A		
ELEVATION (ft.)	AREA (sq ft.)	CUMMULATIVE VOLUME (cu.ft.)
750	10799	N/A
751	13164	11981.5
752	15627	26377.0
753	18158	43269.5
754	20783	62740.0
755	23491	84877.0
756	26280	109762.5
757	29538	137671.5

BASIN NO: B		
ELEVATION (ft.)	AREA (sq ft.)	CUMMULATIVE VOLUME (cu.ft.)
756	16850	N/A
757	18970	17910.0
758	21191	37990.5
759	23514	60343.0
760	25939	85069.5
761	28465	112271.5
762	31093	142050.5

DESIGNED		
BASIN NO: A		
ELEVATION (ft.)	AREA (sq ft.)	CUMMULATIVE VOLUME (cu.ft.)
750	11577	N/A
751	13968	12772.5
752	16532	28022.5
753	19312	45944.5
754	22345	66773.0
755	25581	90736.0
756	28843	117948.0
757	32364	148551.5

BASIN NO: B		
ELEVATION (ft.)	AREA (sq ft.)	CUMMULATIVE VOLUME (cu.ft.)
756	17023	N/A
757	19101	18062.0
758	21280	38252.5
759	23559	60672.0
760	25939	85421.0
761	28419	112600.0
762	31000	142309.5

ASBUILT VS DESIGN VOLUME (cu.ft.)
N/A
-791.0
-1645.5
-2675.0
-4033.0
-5859.0
-8185.5
-10880.0
-0.25

Basin A Total (ac.ft.)

Basin B Total (ac.ft.)

Cummulative Basin Total (ac.ft.)

CALEDONIA CORPORATE PARK

CALEDONIA, WI

BASIN RECORD DRAWING EXHIBIT

REVISIONS

1	MUNICIPAL SUBMITTAL	6-09-22	
2	PER VILLAGE COMMENTS	7-28-22	
3	PER VILLAGE COMMENTS	8-1-22	
4	PER VILLAGE COMMENTS	8-3-22	

REG JOB NO: 1912.00-WI

AREA

REG PM:

START DATE: 04/12/22

SCALE: 1" = 20'

SHEET

EX-1

of

EX-1



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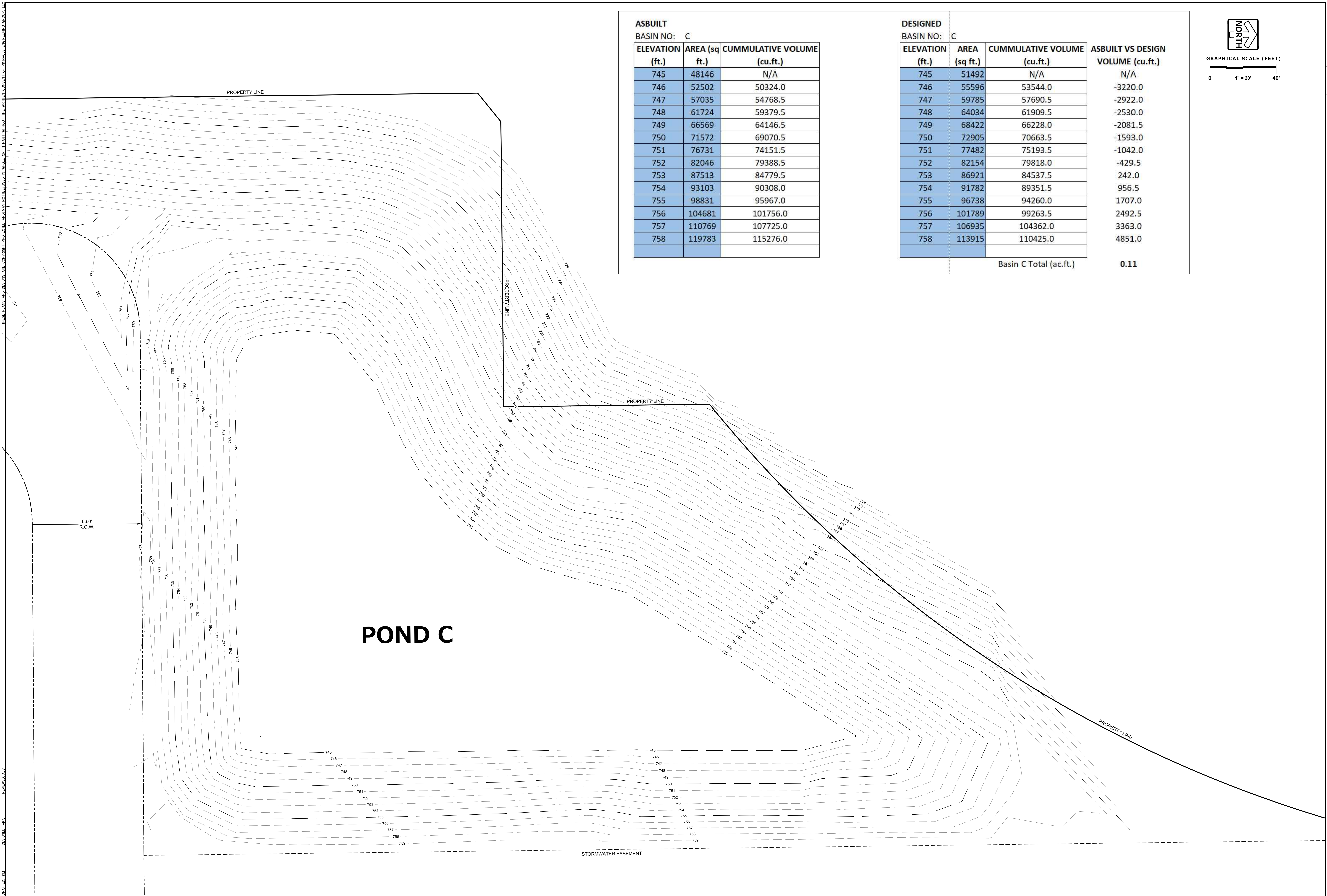
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DESIGNED: KM

DRAFTED: KM

REVIEWED: AS



ASBUILT

BASIN NO: C

ELEVATION (ft.)	AREA (sq ft.)	CUMMULATIVE VOLUME (cu.ft.)
745	48146	N/A
746	52502	50324.0
747	57035	54768.5
748	61724	59379.5
749	66569	64146.5
750	71572	69070.5
751	76731	74151.5
752	82046	79388.5
753	87513	84779.5
754	93103	90308.0
755	98831	95967.0
756	104681	101756.0
757	110769	107725.0
758	119783	115276.0

DESIGNED

BASIN NO: C

ELEVATION (ft.)	AREA (sq ft.)	CUMMULATIVE VOLUME (cu.ft.)
745	51492	N/A
746	55596	53544.0
747	59785	57690.5
748	64034	61909.5
749	68422	66228.0
750	72905	70663.5
751	77482	75193.5
752	82154	79818.0
753	86921	84537.5
754	91782	89351.5
755	96738	94260.0
756	101789	99263.5
757	106935	104362.0
758	113915	110425.0

ASBUILT VS DESIGN
VOLUME (cu.ft.)


N/A
-3220.0
-2922.0
-2530.0
-2081.5
-1593.0
-1042.0
-429.5
242.0
956.5
1707.0
2492.5
3363.0
4851.0

Basin C Total (ac.ft.)

0.11



GRAPHICAL SCALE (FEET)
0 1" = 20' 40'



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CALEDONIA, WI

BASIN RECORD DRAWING EXHIBIT

REVISIONS

REG. JOB NO. 1912.00-WI
REG. PM.
START DATE 04/12/22
SCALE 1" = 20'

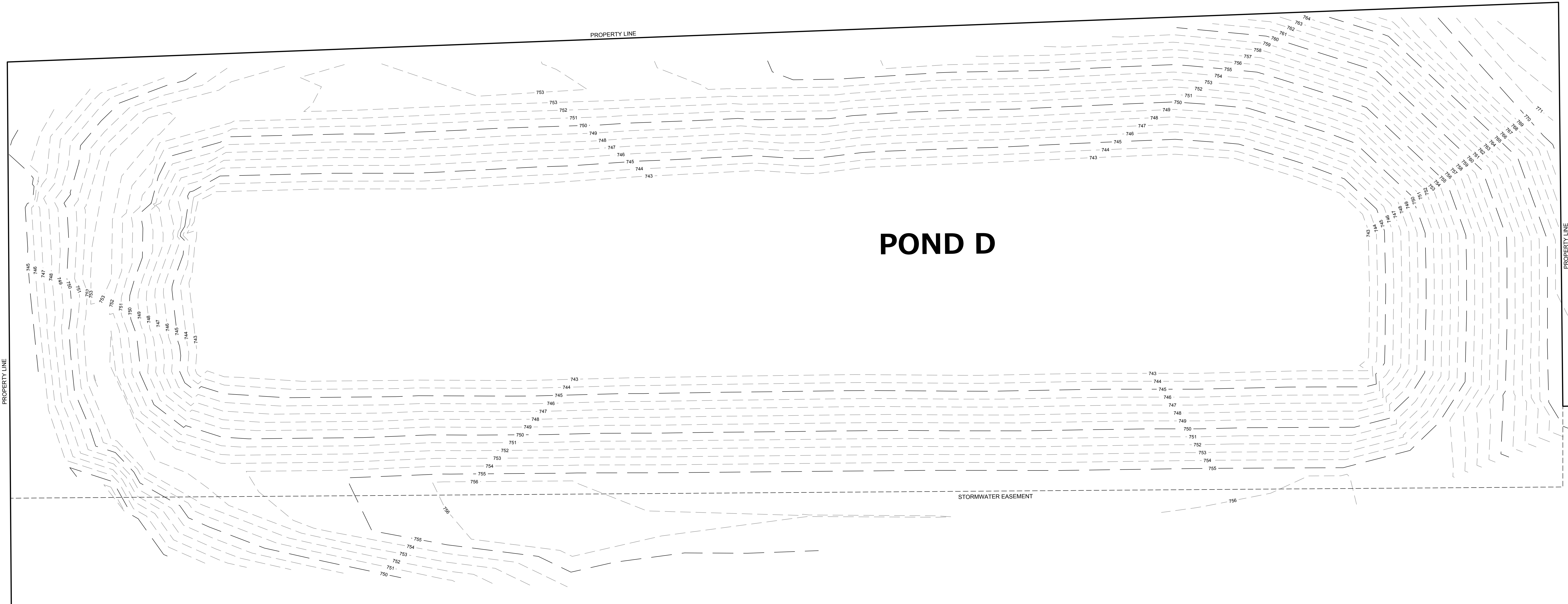
SHEET
EX-1
of
EX-1

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DESIGNED: KM

DRAFTED: AS

REVIEWED: AS



ASBUILT

BASIN NO: D

ELEVATION (ft.)	AREA (sq ft.)	CUMMULATIVE VOLUME (cu.ft.)
743	55965	N/A
744	60959	58462.0
745	66003	121943.0
746	70155	190022.0
747	76423	263311.0
748	81806	342425.5
749	87252	426954.5
750	92780	516970.5
751	98410	612565.5

DESIGNED

BASIN NO: D

ELEVATION (ft.)	AREA (sq ft.)	CUMMULATIVE VOLUME (cu.ft.)
743	52978	N/A
744	58188	55583.0
745	63499	116426.5
746	68910	182631.0
747	74422	254297.0
748	80035	331525.5
749	85748	414417.0
750	91561	503071.5
751	97475	597589.5

ASBUILT VS DESIGN
VOLUME (cu.ft.)

N/A
2879.0
5516.5
7391.0
9014.0
10900.0
12537.5
13899.0
14976.0

Basin D Total (ac.ft.)

0.34

RESOLUTION 2024-022
(2/13/2024)

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
ACCEPTING IMPROVEMENTS FOR THE CORONA DRIVE EXTENSION

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

R E C I T A L S

1. The Village and the Richard & Diane Ruffo Revocable Trust dated 4/22/2009 (the "Developer") entered into a Development Agreement pertaining to the development of a Single-Family Residential Lot as part of the Corona Drive Extension (the "Development") with respect to the land described therein and certain public improvements, including Sanitary Sewer, Sanitary Sewer Lateral, Watermain, Water Lateral, Storm Water Facilities and the Road.

2. The work for the Development, including the Sanitary Sewer, Sanitary Sewer Lateral, Watermain, Water Lateral, Storm Water Facilities and the Road have been completed and have been inspected for compliance with the approved plans and specifications and is recommended by the Village's Public Services Director that the work for the public improvements for the Development be accepted by the Village Board subject to the following conditions:

- a. Village Board acceptance and approval.

NOW THEREFORE BE IT RESOLVED THAT, the certain public improvements, including the Sanitary Sewer, Sanitary Sewer Lateral, Watermain, Water Lateral, Storm Water Facilities and the Road are hereby accepted by the Village Board subject to the conditions recommended by the Village's Public Services Director as set forth above.

Adopted by the Village Board of the Village of Caledonia this _____ day of February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, President

Attest: _____
Jennifer Olsen, Clerk

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LEGEND		
	EXISTING	PROPOSED
SANITARY SEWER MANHOLE		
STORM SEWER MANHOLE		
STORM SEWER CATCH BASIN (ROUND CASTING)		
STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		
PRECAST FLARED END SECTION		
CONCRETE HEADWALL		
VALVE BOX		
FIRE HYDRANT		
CLEANOUT		
SANITARY SEWER		
FORCE MAIN		
STORM SEWER		
DRAIN TILE		
WATER MAIN		
FIRE PROTECTION		
ELECTRICAL CABLE		
OVERHEAD WIRES		
GAS MAIN		
TELEPHONE LINE		
UTILITY CROSSING		
CAUTION EXISTING UTILITIES NEARBY		
GRANULAR TRENCH BACKFILL		
LIGHTING		
ELECTRICAL TRANSFORMER OR PEDESTAL		
POWER POLE		
POWER POLE WITH LIGHT		
GUY WIRE		
STREET SIGN		
CONTOUR		
SPOT ELEVATION		
WETLANDS		
PRIMARY ENVIRONMENTAL CORRIDOR		
FLOODWAY		
FLOODPLAIN		
HIGH WATER LEVEL (HWL)		
NORMAL WATER LEVEL (NWL)		
DIRECTION OF SURFACE FLOW		
DITCH OR SWALE		
DIVERSION SWALE		
OVERFLOW RELIEF ROUTING		
TREE WITH TRUNK SIZE		
SOIL BORING		
TOPSOIL PROBE		
FENCE LINE, TEMPORARY SILT		
FENCE LINE, WIRE		
FENCE LINE, CHAIN LINK OR IRON		
FENCE LINE, WOOD OR PLASTIC		
CONCRETE SIDEWALK		
CURB AND GUTTER		
DEPRESSED CURB		
REVERSE PITCH CURB & GUTTER		
EASEMENT LINE		

ABBREVIATIONS			
BL	BASE LINE	MH	MANHOLE
BP	BOTTOM OF PIPE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
FYG	FINISHED YARD GRADE	TS	TOP OF SIDEWALK
HWL	HIGH WATER LEVEL	TW	TOP OF FOUNDATION WALL
INV	INVERT	WM	WATER MAIN
L	LENGTH OF CURVE	Δ	INTERSECTION ANGLE

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CORONA DRIVE EXTENSION

VILLAGE OF CALEDONIA, RACINE CO.

COVER SHEET

REVISIONS

1	VILLAGE COMMENTS	03-30-23	—	—	—
2	DNR NOI SUBMITTAL	05-19-23	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—

PEC JOB NO. 2893.00

ASZ

START DATE 02-07-23

SCALE N/A

SHEET
C-1
C-7

ENGINEERING IMPROVEMENT PLANS

FOR

CORONA DRIVE EXTENSION

VILLAGE OF CALEDONIA, WI

PLANS PREPARED FOR

RICHARD & DIANE RUFFO REVOCABLE TRUST

ATTN: RICHARD RUFFO
9 IRONWOOD COURT
RACINE, WI 53402
PHONE: 262-994-5550

INDEX OF SHEETS

C-1	COVER SHEET
C-2	PROP. SANITARY SEWER PLAN & PROFILE
C-3	PROP. WATER MAIN PLAN & PROFILE
C-4	PROP. PAVING AND STORM SEWER PLAN & PROFILE
C-5	GRADING & EROSION CONTROL PLAN
C-6 - C-7	CONSTRUCTION DETAILS

RECORD DRAWINGS

APPLICANT/ DEVELOPER

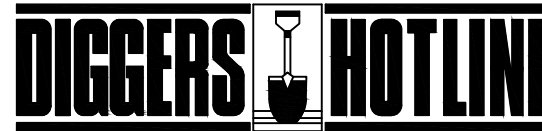
RICHARD & DIANE RUFFO REVOCABLE TRUST
ATTN: RICHARD RUFFO
9 IRONWOOD COURT
RACINE, WI. 53402
(262) 994-5550

CIVIL ENGINEERING CONTACTS

PINNACLE ENGINEERING GROUP
ATTN: ANTHONY S. ZANON, P.E.
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
(262) 754-8888



Expiration Date: JULY 31st, 2024



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Milwaukee Area (414) 259-1181
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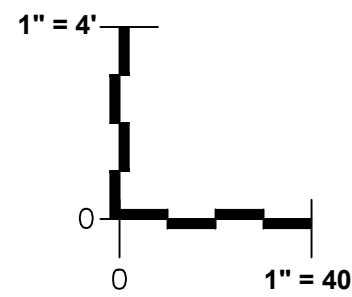
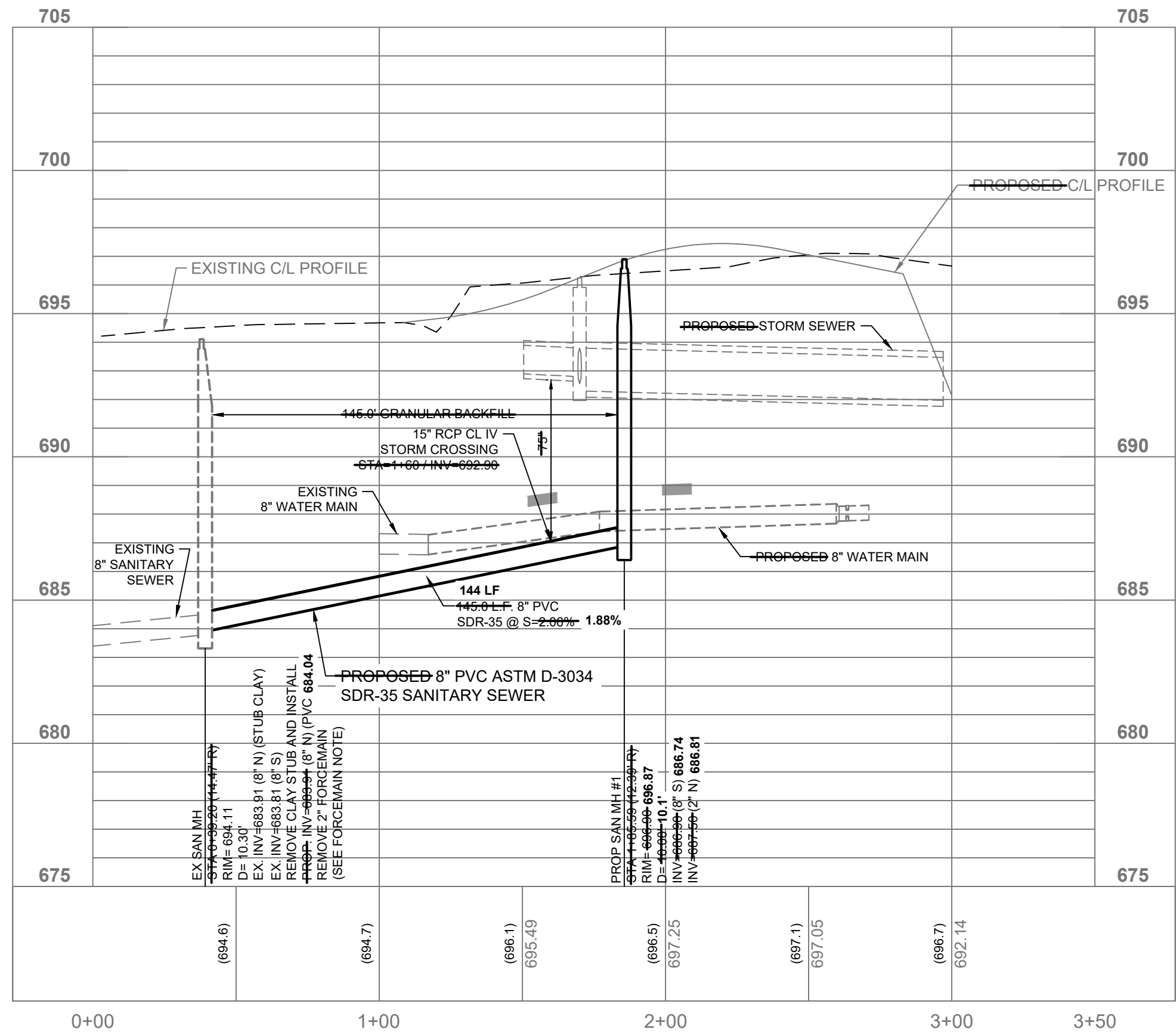
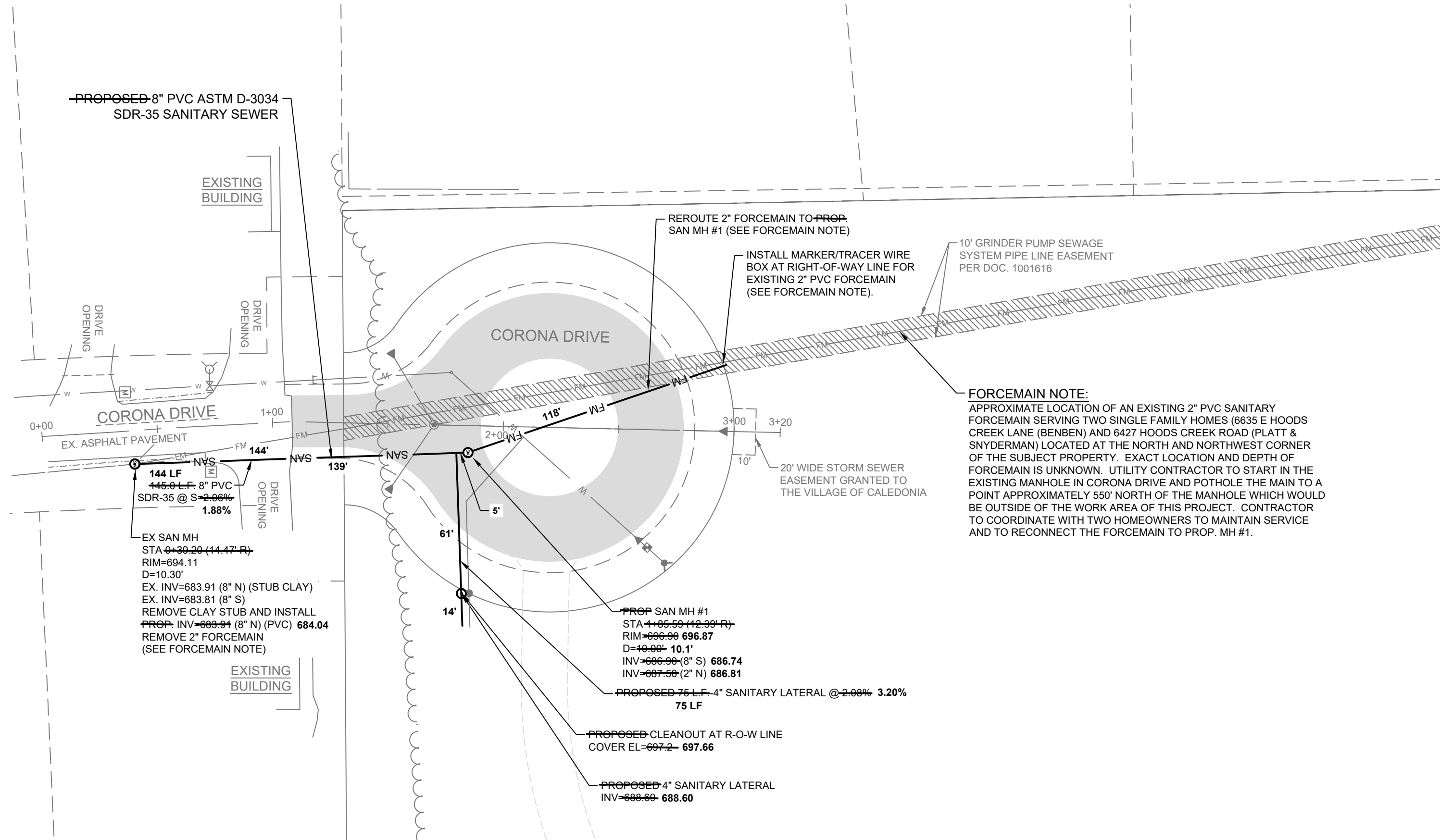
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REVIEWED: ASZ

DRAFTED: BR

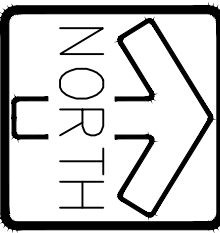
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AUGUST 2023 - SEPTEMBER 2023

RECORD DRAWINGS BY:
FOTH INFRASTRUCTURE



NOTE:

SEE ADDITIONAL NOTES AND DETAILS ON SHEETS 6 AND 7.



GRAPHICAL SCALE (FEET)
0 1" = 40' 80'



NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.
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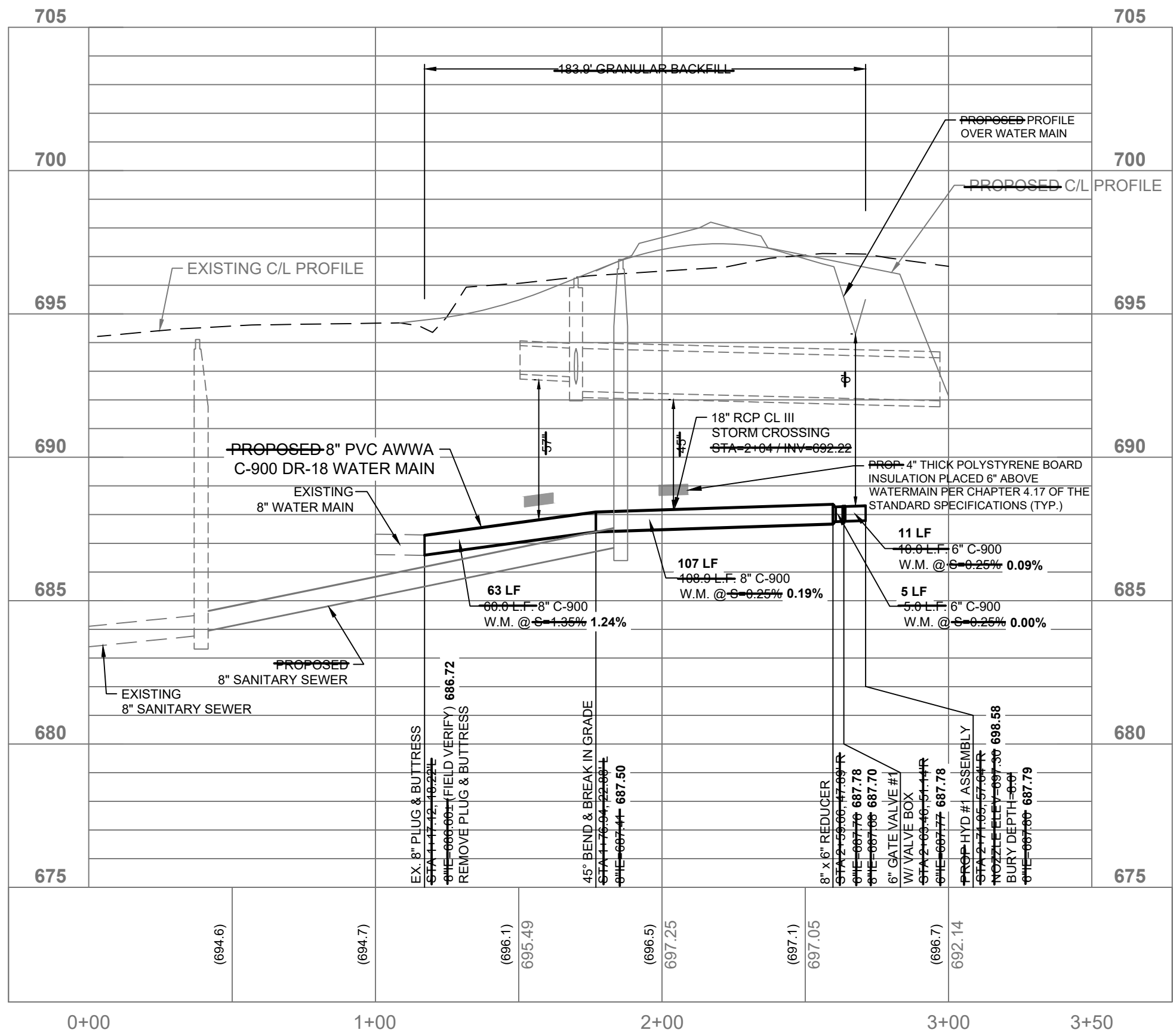
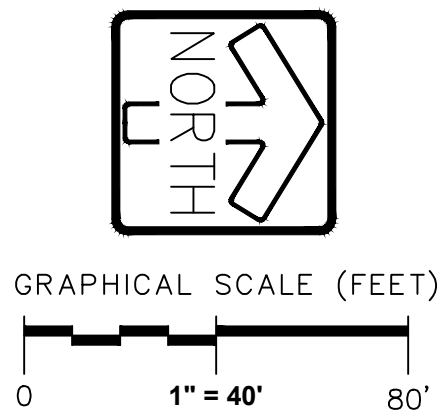
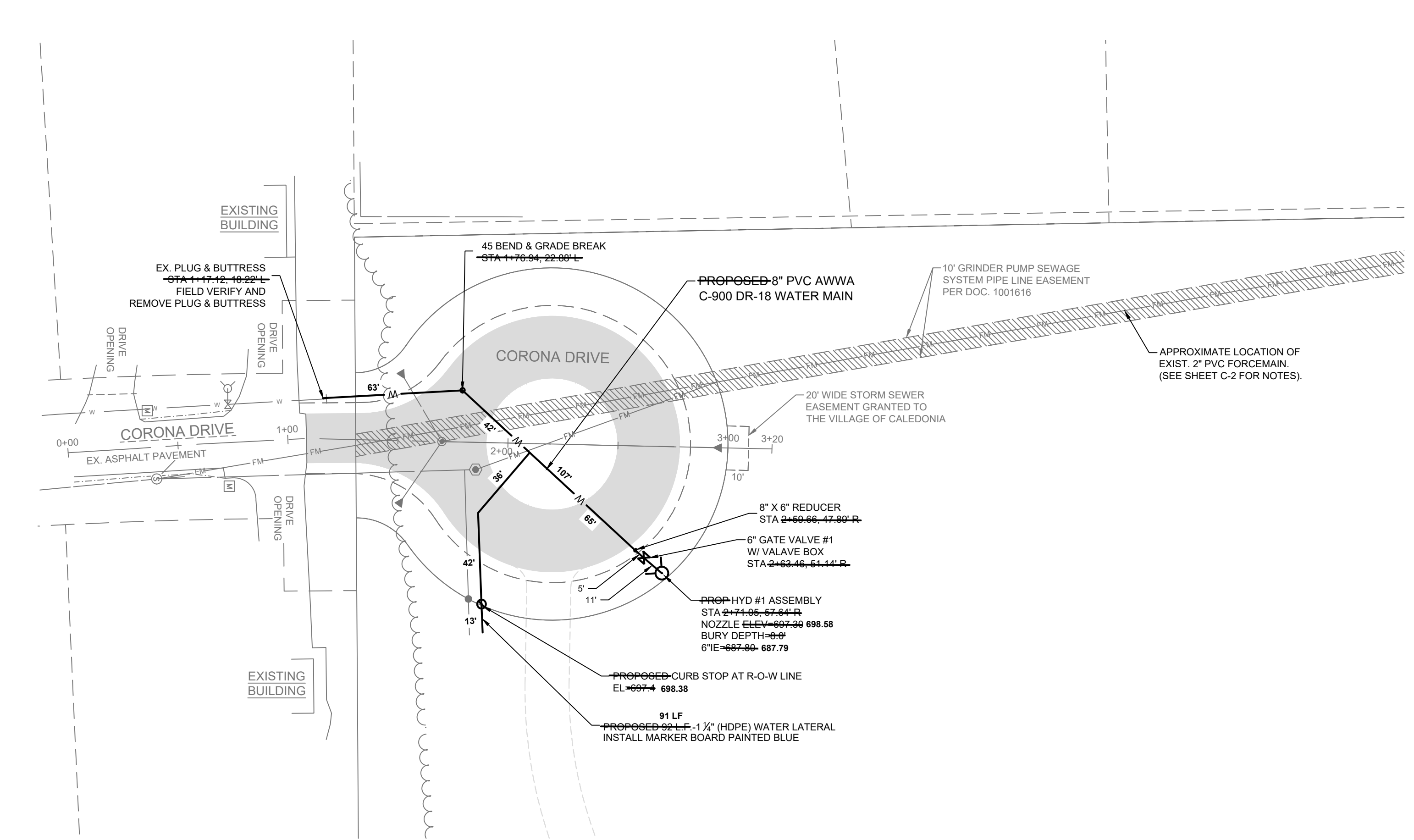
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DESIGNED: BR
DRAFTED: BR
REVIEWED: ASZ

INSTALLED BY WANASEK
AUGUST 2023 - SEPTEMBER 2023

RECORD DRAWINGS BY:
FOTH INFRASTRUCTURE





NOTE:

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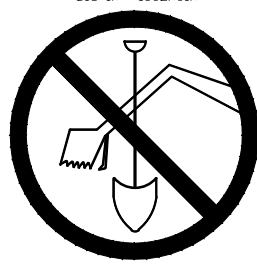
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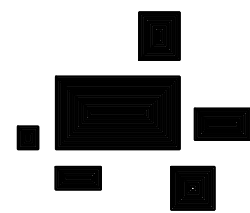
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TOLL FREE

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CORONA DRIVE EXTENSION
VILLAGE OF CALEDONIA, RACINE CO.

PROP. WATER MAIN PLAN
& PROFILE

REVISIONS			
1. VILLAGE COMMENTS	03-30-23	RECORD DRAWINGS	12-21-2023
2. DNR NOL SUBMITTAL	05-19-23		
3. TOPSOIL PILE LOCATION	07-20-23		

PEG JOB No. 2893.00
PEG PM ASZ
START DATE 10-02-07-23
SCALE 1" = 40'

SHEET
C-3
C-7

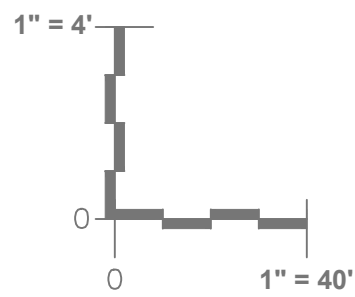
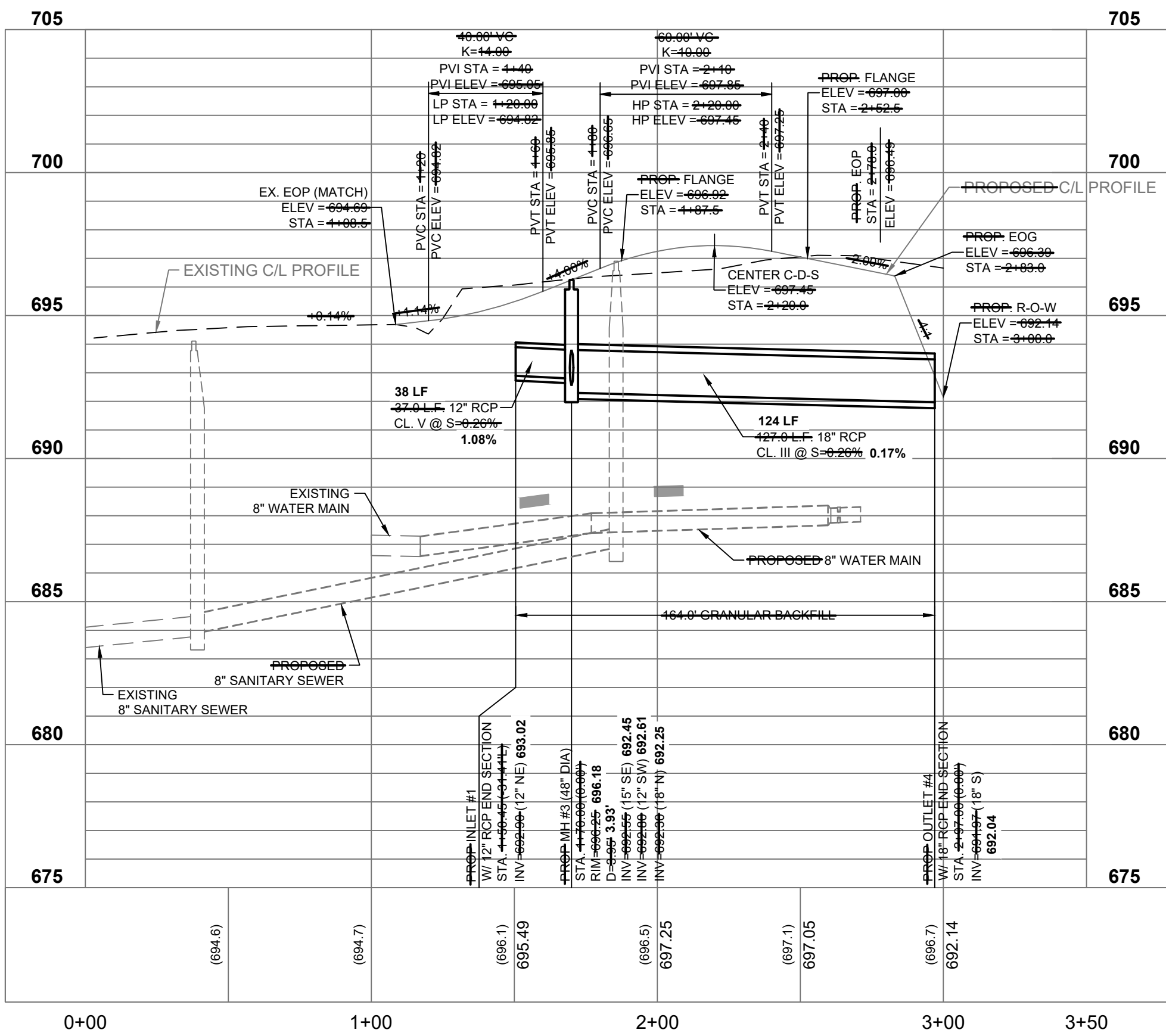
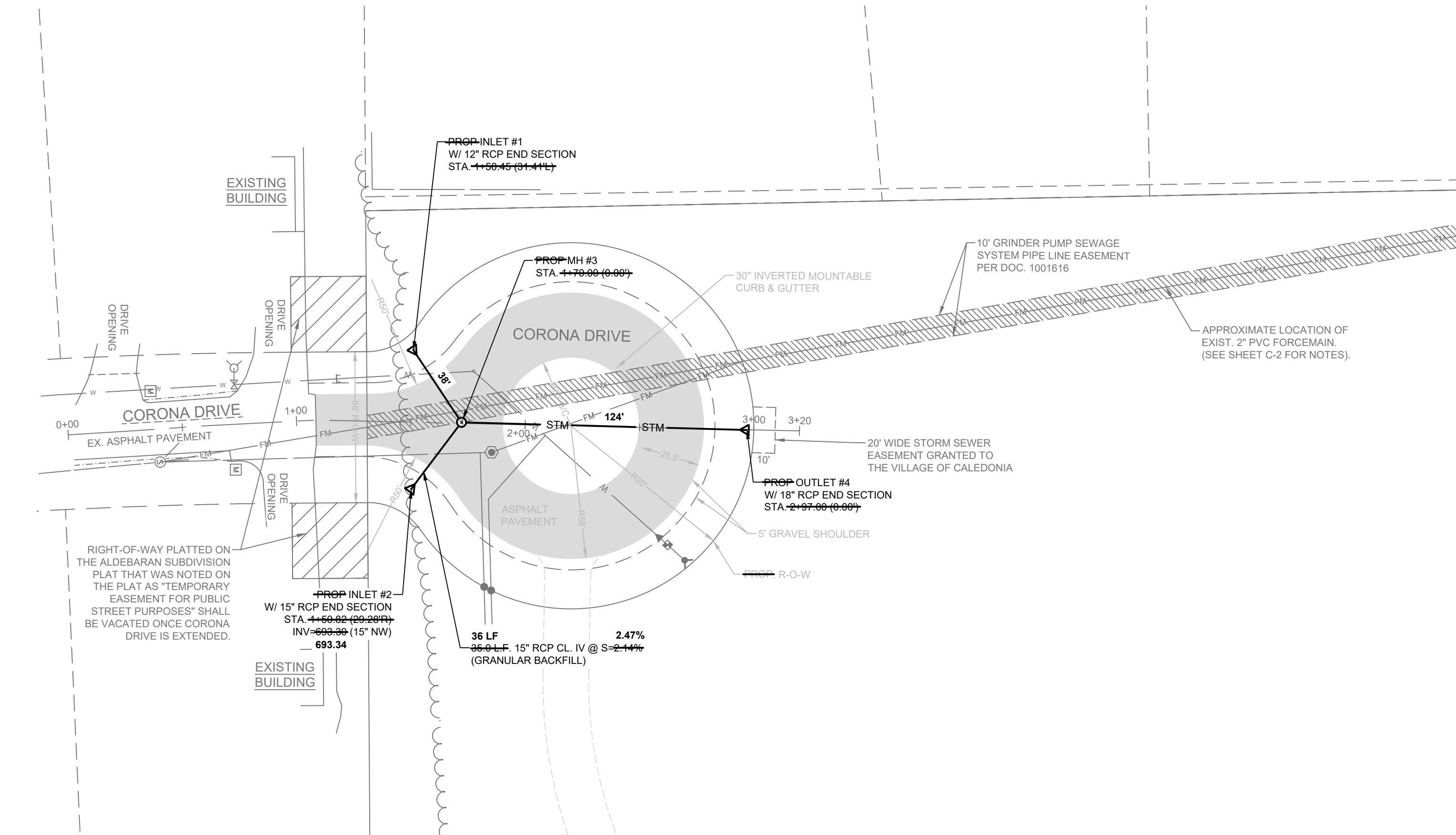
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DESIGNED: BR

DRAFTED: BR

DESIGNED: ASZ

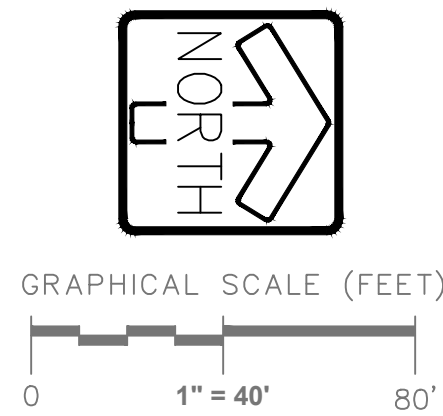
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NOTE:
SEE ADDITIONAL NOTES AND DETAILS ON SHEETS 6 AND 7.

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RECORD DRAWINGS BY:
FOTH INFRASTRUCTURE



Missing or invalid reference
File: \\DETAILS\caledonia rural local road cross section
Sheet: 1



NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc., Etc.

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
VIS STATUTE 180.07(1974)
REQUIRE 30 DAYS
NOTICE BEFORE YOU EXCAVATE
MILW. AREA 259-1181

REVISIONS			
1. VILLAGE COMMENTS	03-30-23	RECORD DRAWINGS	12-21-2023
2. DNR NOL SUBMITTAL	05-19-23		
3. TOPSOIL PILE LOCATION	07-20-23		

RESOLUTION 2024-023
(2/13/2024)

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
ACCEPTING IMPROVEMENTS FOR THE BUCKLEY ROAD EXTENSION

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

R E C I T A L S

1. The Village and Donald I & Jane E Christensen (the "Developer") entered into a Development Agreement pertaining to the development of a Single-Family Residential Lot as part of the Buckley Road Extension (the "Development") with respect to the land described therein and certain public improvements, including a Sanitary Sewer Lateral, Storm Water Culverts, Road, and the Temporary Turnarounds.

2. The work for the Development, including the Sanitary Sewer Lateral, Storm Water Culverts, Road, and the Temporary Turnarounds have been completed and have been inspected for compliance with the approved plans and specifications and is recommended by the Village's Public Services Director that the work for the public improvements for the Development be accepted by the Village Board subject to the following conditions:

- a. Village Board acceptance and approval.
- b. The driveway culvert at 3738 Buckley Road is replaced with an equivalent arched culvert.

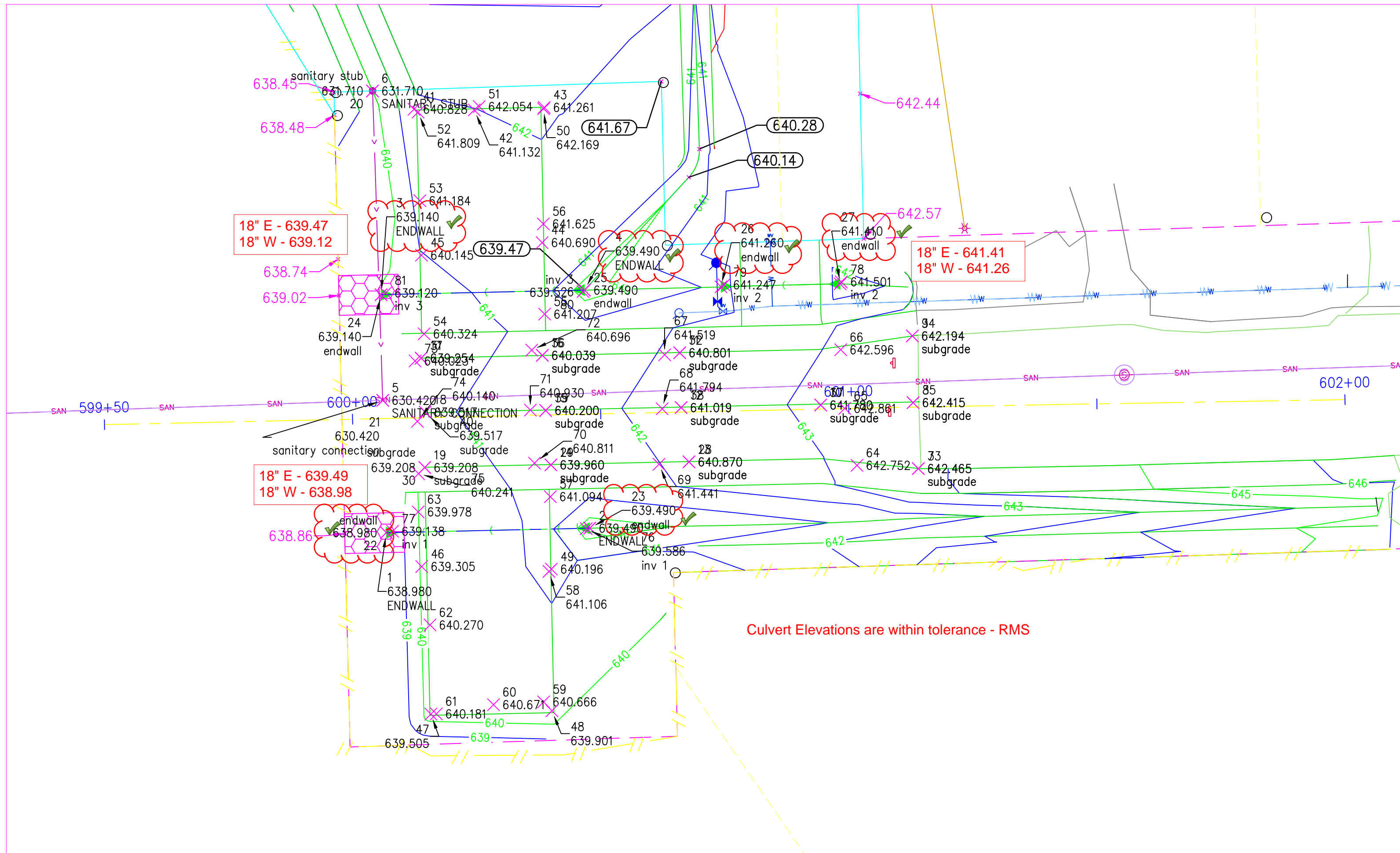
NOW THEREFORE BE IT RESOLVED THAT, the certain public improvements, including the Sanitary Sewer Lateral, Storm Water Culverts, Road, and the Temporary Turnarounds are hereby accepted by the Village Board subject to the conditions recommended by the Village's Public Services Director as set forth above.

Adopted by the Village Board of the Village of Caledonia this _____ day of February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, President

Attest: _____
Jennifer Olsen, Clerk





RACINE

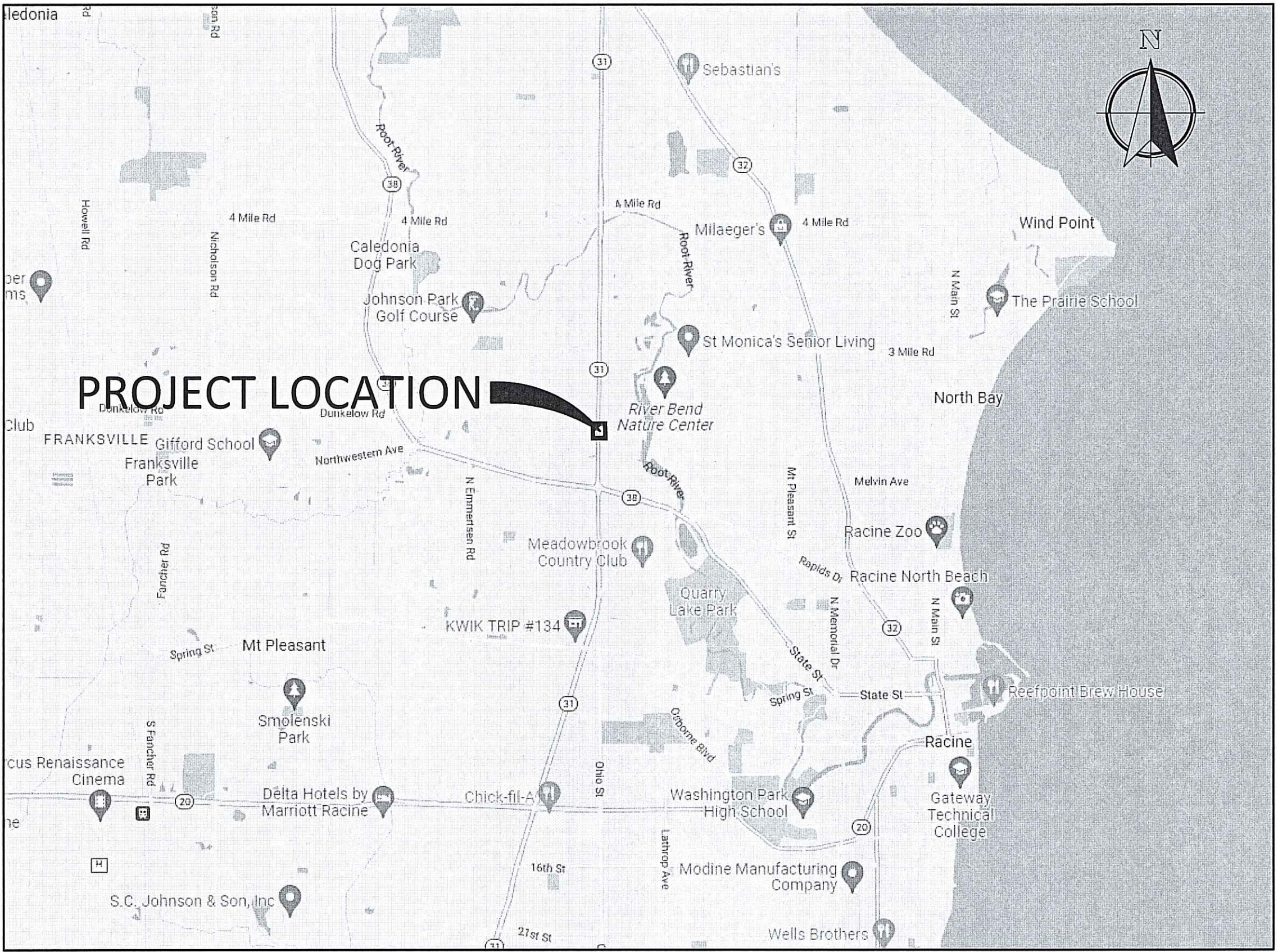
CONSTRUCTION PLANS
for
BUCKLEY ROAD EXTENSION
for
DONALD AND JANE CHRISTENSEN
Village of Caledonia, Racine County, Wisconsin

LEGEND

Description	Existing	Description	Existing	Proposed
EDGE OF WOODS		WATER SHUT OFF		
DECIDUOUS TREE		WATER MAIN VALVE		
DECIDUOUS TREE REMOVAL		HYDRANT		
CONIFEROUS TREE		WATER MAIN REDUCER		
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE		
BUSH		SANITARY CLEAN OUT		
SOIL BORING		STORM MANHOLE		
TELEPHONE BOX		CATCH BASIN		
GUY WIRE		LIGHT POLE		
UTILITY POLE		ENDWALL		
GAS VALVE		STORM SEWER		
GAS METER		SANITARY SEWER		
SEPTIC VENT		WATERMAIN		
ELECTRIC MANHOLE		CONTOURS		
COMMUNICATION MANHOLE		FIRE PROTECTION		
WATER MANHOLE		UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT		CULVERT		
SECTION CORNER		RAILROAD TRACKS		
MAIL BOX		FENCE		
GUARD POST		NO VEHICULAR ACCESS		
STREET SIGN		UNDERGROUND ELECTRIC		
ELECTRIC PEDESTAL		UNDERGROUND GAS MAIN		
ELECTRIC METER		UNDERGROUND COMMUNICATIONS		
PAD MOUNT TRANSFORMER		SILT FENCE		
FOUND IRON PIPE		OVERHEAD ELECTRIC		
SET IRON PIPE		FORCE MAIN		
DRY WELL				

ABBREVIATIONS

BASE LINE	BL	INVERT ELEVATION	IE
LONG CORD OF CURVE	CHD	LENGTH OF CURVE	ARC
CURB AND GUTTER	C&G	MANHOLE	MH
CATCH BASIN	CB	NORMAL WATER LEVEL	NWL
CENTERLINE	CL	POINT OF CURVATURE	PC
EDGE OF PAVEMENT	EOP	POINT OF TANGENCY	PT
FINISHED FIRST FLOOR	FFF	TANGENCY OF CURVE	TAN
FINISHED GRADE	FG	POINT OF VERTICAL INTERSECTION	PVI
FLOW LINE	FL	RADIUS	R
FLOODPLAIN	FP	RIGHT OF WAY	ROW
ORDINARY HIGH WATER MARK	OHWM	SANITARY SEWER	SAN
TOP OF BANK	TOB	STORM SEWER	STM
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM



UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.



BENCH MARKS

1. LIGHTPOLE SPIKE
7" SPIKE OF SOUTHWEST FACING LIGHT POLE LOCATED
ELEVATION: 645.00

SHEET INDEX

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DIMENSIONED SITE PLAN	C-3
SITE DEMOLITION PLAN	C-4
SITE GRADING & EROSION CONTROL PLAN	C-5
MASTER UTILITY PLAN	C-6
ROAD PLAN & PROFILE	C-7
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-8 & C-9

CLIENT

DONALD AND JANE CHRISTENSEN
4413 NORTHWESTERN AVENUE
RACINE, WI 53405

GOVERNING AGENCY CONTACTS

VILLAGE OF CALEDONIA
PETER WAGNER
DEVELOPMENT DIRECTOR
OFFICE: 262-835-6446
EMAIL: pwagner@caledonia-wi.gov

TONY BUNKELMAN, P.E.
UTILITY DIRECTOR
OFFICE: 262-835-6416
EMAIL: abunkleman@caledonia-wi.gov

RYAN SCHMIDT, P.E.
PUBLIC WORKS DIRECTOR
OFFICE: 262-835-6475
EMAIL: rschmidt@caledonia-wi.gov

PUBLIC UTILITY CONTACTS

AT&T
MIKE TOYEK
OFFICE: 262-636-0549
EMAIL: mt1734@att.com

TDS TELECOM
SOUTHEAST WISCONSIN
OFFICE: 877-483-7142

SPECTRUM
ROBERT TUNUTA
UTILITY COORDINATOR
OFFICE: 414-277-4205
CELL: 414-758-5688
EMAIL: tunuta@charter.net

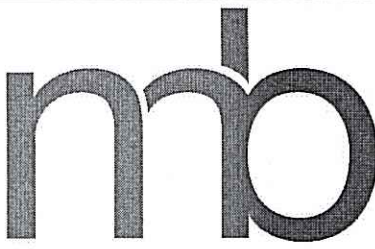
WE-ENERGIES
ALLIE MILLER
KENOSHA SOUTH
OFFICE: 262-552-3227
EMAIL: allie.miller@we-energies.com

NATURAL GAS EMERGENCY:
(800) 261-5325

ELECTRICAL EMERGENCY:
(800) 662-4797



Mark R. Madsen
10-6-2022



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbasc.net

BUCKLEY ROAD EXTENSION
CONSTRUCTION PLANS

FOR
DONALD AND JANE CHRISTENSEN
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

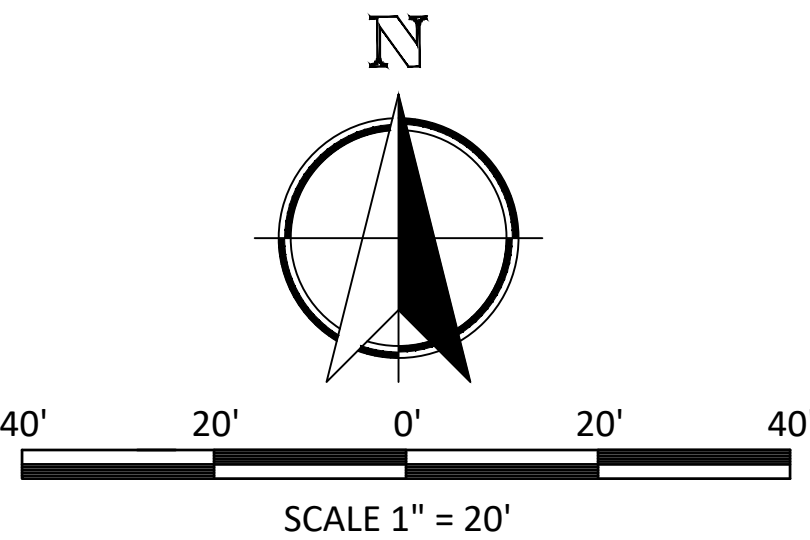
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DATE: 10-3-2022

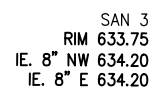
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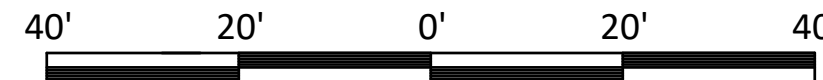
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EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.



LEGEND

- 11

PROPOSED ASPHALT
PAVEMENT ROADWAY



PROPOSED GRAVEL SHOULDER

PROPOSED GRAVEL TEMPORARY "T"

BUCKLEY ROAD EXTENSION

DIMENSIONED SITE PLAN

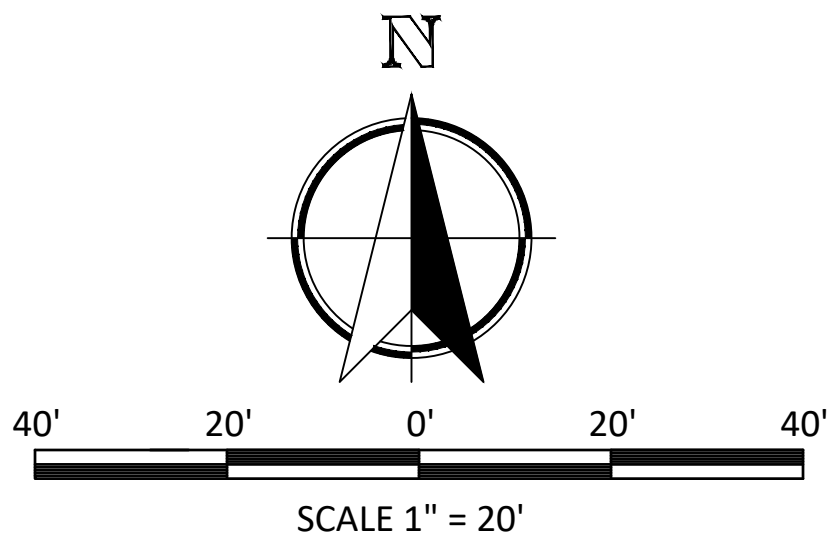
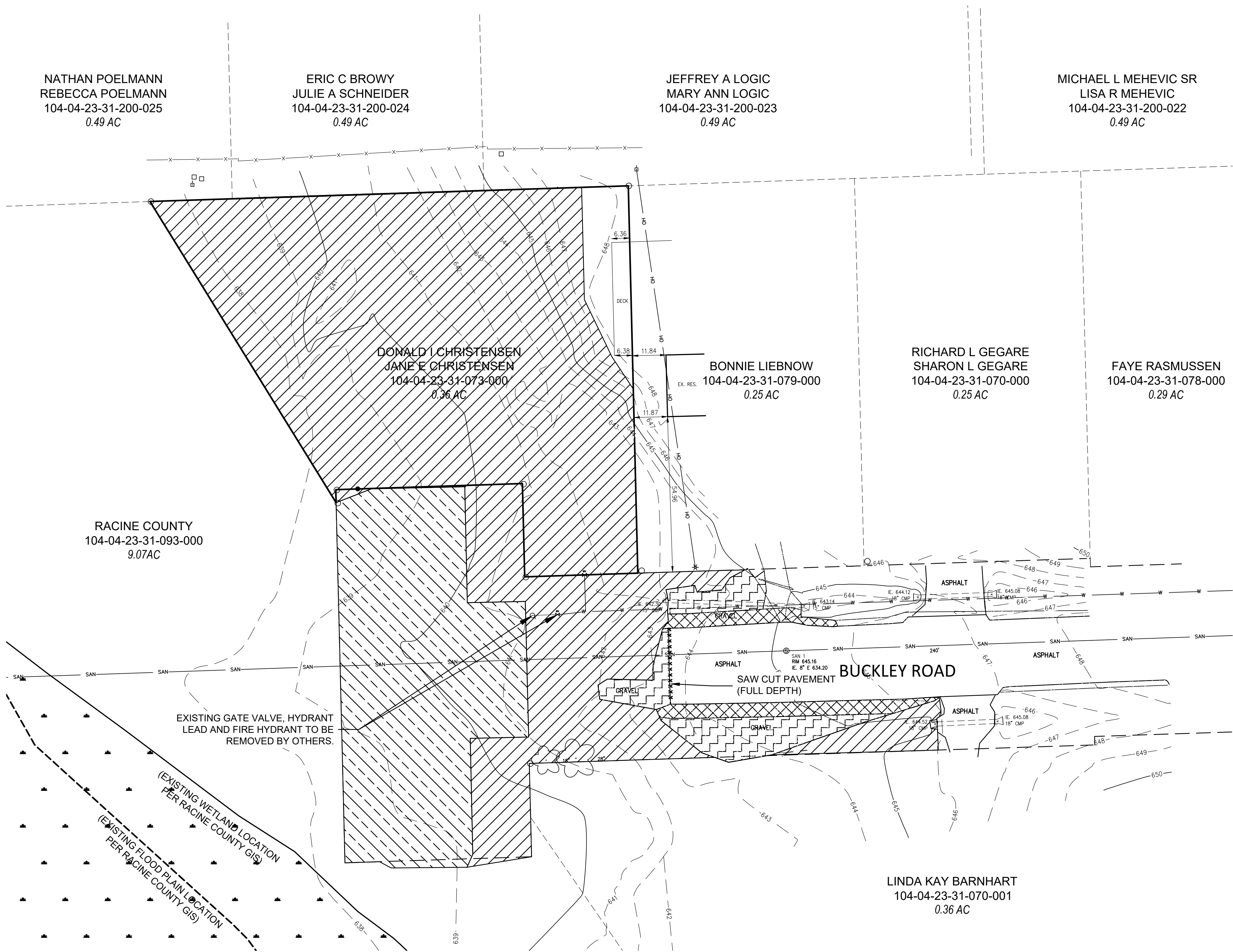
DONALD AND JANE CHRISTENSEN
FOR
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

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DATE: 10-3-2022

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GENERAL NOTES

DEMOLITION, EROSION CONTROL, EARTHWORK, SITE GRADING, PAVEMENT AND UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STATE OF WISCONSIN, STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION", 2014 EDITION, HEREIN REFERRED TO AS THE "STATE SPECIFICATIONS".

DEMOLITION NOTES

THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (AT A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVEMENTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLY COMPACTED STRUCTURAL FILL MATERIAL PER THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR DEMOLITION, SITE CLEARING, AND DISPOSAL.

THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE LAND SURVEYOR AND ENGINEER OF RECORD ASSUME NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDINGS PRIOR TO DEMOLITION (OR MODIFICATION) OF THE BUILDINGS.

ALL EXISTING SEWERS, PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION OR AS THE ONLY CONFLICTS THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.

ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE, AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL DIGGERS HOTLINE AT 1-800-242-8511 A MINIMUM OF 3 WORKING DAYS PRIOR TO EXCAVATION ACTIVITIES TO LOCATE AND MARK ALL UNDERGROUND UTILITIES.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A PRIVATE UTILITY LOCATING SERVICE TO LOCATE AND MARK ALL UNDERGROUND PRIVATE UTILITIES.

CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH SIGNS, FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. TEMPORARY CLOSURE OF ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.

CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.

PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, FENCES, SIGNS, UTILITIES, BUILDINGS, TREES, PAVEMENTS, AND LIGHT POLES SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL LIMIT PAVEMENT REMOVALS TO ONLY THOSE AREAS WHERE IT IS NECESSARY AS SHOWN ON THESE CONSTRUCTION PLANS. CONCRETE SIDEWALK AND CURB & GUTTER IS TO BE REMOVED TO NEAREST JOINT IN ORDER TO ACCOMMODATE PROPOSED IMPROVEMENTS. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENTS AND OR OTHER IMPROVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF DAMAGED PAVEMENT AND OTHER ITEMS AT NO ADDITIONAL COST TO THE OWNER.

ABANDONMENT SHALL BE IN ACCORDANCE WITH SECTION 3.2.24 OF THE "STANDARD SPECIFICATIONS".

IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE PROJECT CONSTRUCTION MANAGER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE CONSTRUCTION MANAGER.

AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

DEMOLITION LEGEND

- STRIP AND SALVAGE TOPSOIL
- CLEAR & GRUB TREES / STRIP TOPSOIL
- GRAVEL TO BE REMOVED
- SHOULDER TO BE RE-SHAPED

UTILITY NOTE

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BUCKLEY ROAD EXTENSION SITE DEMOLITION PLAN

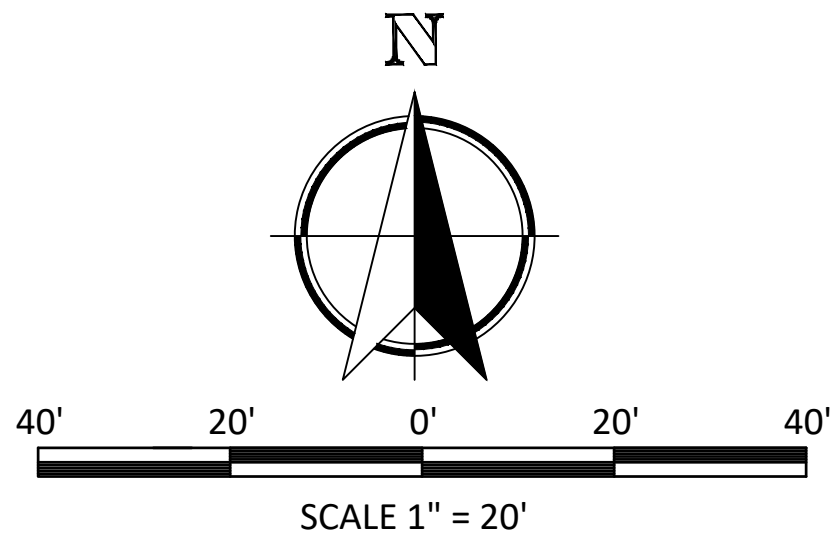
FOR
DONALD AND JANE CHRISTENSEN
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: _____MRM
DRAFTED: _____JWR
DATE: 9-30-2022
CHECKED: _____ALJ
DATE: 10-3-2022

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1. OBTAIN PLAN APPROVAL AND ALL APPLICABLE PERMITS.
2. HOLD A PRE-CONSTRUCTION CONFERENCE AT LEAST ONE (1) WEEK PRIOR TO STARTING CONSTRUCTION.
3. NOTIFY THE VILLAGE ENGINEERING DEPARTMENT OF THE PROJECT START DATE.
4. INSTALL CONSTRUCTION ENTRANCE.
5. INSTALL SILT FENCE BARRIER.
6. BEGIN CLEARING/GRUBBING.
7. BEGIN GRADING OPERATIONS.
8. INSTALL ALL UTILITIES.
9. INSTALL ROADWAY AND TEMPORARY "T".
10. RESTORE AND INSTALL EROSION MAT WHERE NOTED ON PLANS.
11. AT CONCLUSION OF GRADING ACTIVITIES ALL NON EROSION CONTROL MAT AREAS SHALL BE SEEDDED AND MULCHED.

THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOIL ± 3 PERCENT OF THE OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY RECOMMENDED / APPROVED BY THE SOILS ENGINEER MONITORING THE PLACEMENT AND COMPACTION. COHESIVE SOILS WITH MODERATE TO HIGH EXPANSIVE POTENTIALS (PI-15) SHOULD, HOWEVER, BE PLACED, COMPACTED AND MAINTAINED PRIOR TO CONSTRUCTION AT A MOISTURE CONTENT OF ± 1 PERCENT ABOVE OPTIMUM MOISTURE CONTENT TO LIMIT FUTURE HEAVE.

THE FILL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 9 INCHES. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION.

TEMPORARY SEEDING IS REQUIRED FOR ALL STOCKPILES AND OTHER EXPOSED LAND AREAS IF NOT UTILIZED WITHIN 30 DAYS. AT THE COMPLETION OF THE PAVEMENT WORK, RE-SPREAD SALVAGED TOPSOIL TO PROVIDE A MINIMUM SIX-INCH (6") LAYER IN ALL LANDSCAPE AND LAWN AREAS. ALL DISTURBED AREAS SHALL BE RESTORED PER SPECIFIC DETAILS IN THE SITE LANDSCAPE PLAN.

UPON COMPLETION OF THE GRADING AND COMPACTION OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES THAT RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUAD-AXLE TRUCK (18 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER AND THE GENERAL CONTRACTOR'S GEOTECHNICAL ENGINEER.

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

THE EROSION AND SEDIMENT CONTROL PROVISIONS DETAILED ON THE DRAWINGS AND SPECIFIED HEREIN ARE THE MINIMUM REQUIREMENTS FOR EROSION CONTROL.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE ANY REVISIONS, ADJUSTMENTS OR PROPOSED ALTERATIONS TO THE CONSTRUCTION, SEQUENCING AND/OR EROSION CONTROL PLANS. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND REGULATORY OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BEST MANAGEMENT PRACTICES (BMP'S). ALL SIGNIFICANT DEVIATIONS FROM THE PLANS MUST BE SUBMITTED AND APPROVED BY THE VILLAGE OF CALEDONIA.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF ALL EROSION CONTROL DEVICES REQUIRED FOR THE PROJECT WHICH SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND THE VILLAGE OF CALEDONIA ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS. SEE THE VILLAGE OF CALEDONIA AND WDNR EROSION CONTROL PERMITS FOR ADDITIONAL DETAILS OR REQUIREMENTS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN THE WISCONSIN ADMINISTRATIVE CODE (SPS 360.21) AND MAINTAINED PER SPS 360.22.

INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:

- A. AT LEAST WEEKLY.
- B. WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES IMMEDIATELY REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION.

THE CONTRACTOR SHALL MAINTAIN A MONITORING RECORD WHEN THE LAND DISTURBING CONSTRUCTION ACTIVITY INVOLVES ONE OR MORE ACRES. THE MONITORING RECORD SHALL CONTAIN AT LEAST THE FOLLOWING INFORMATION:

- A. THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PRACTICES AT THE INTERVALS SPECIFIED ABOVE.
- B. A DESCRIPTION OF THE MAINTENANCE CONDUCTED TO REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL PRACTICES. EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDN, THE VILLAGE OF CALEDONIA OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT.

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDNR, THE VILLAGE OF CALEDONIA OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE OR LOCAL INSPECTORS AND/OR THE ENGINEER OF RECORD, SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.

ALL SEDIMENT AND EROSION CONTROL DEVICES, INCLUDING PERIMETER EROSION CONTROL MEASURES SUCH AS CONSTRUCTION ENTRANCES, EROSION CONTROL WATTLES AND EXISTING INLET PROTECTION SHALL BE INSTALLED PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED.

INSTALL EROSION CONTROL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDMR TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. CONTRACTOR SHALL INSTALL SILT FENCING AT DOWNSLOPE SIDE OF STOCKPILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE (WHEN NECESSARY OR AS REQUIRED BY LOCAL INSPECTORS AND/OR ENGINEER OF RECORD).

EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):

- A. PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
- B. BACKFILL, COMPACT AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
- C. ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE DISCHARGED INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH WDMR TECHNICAL STANDARD 1061 AND BMP'S PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM OR DRAINAGE DITCH. PUMPED WATER CAN BE TREATED IN FILTER BAGS, STONE FILTERS OR SIMILAR DEVICES. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.

ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNr TECHNICAL STANDARD 1059 AND THE VILLAGE OF CALEDONIA ORDINANCE.

ALL DISTURBED SLOPES EXCEEDING 5:1, SHALL BE STABILIZED WITH CLASS I, TYPE A EROSION MATTING OR APPLICATION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT) APPROVED (POLYMER) SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052.

PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEPED AND/OR SCRAPPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AT THE END OF EACH WORK DAY AND AS REQUESTED BY THE VILLAGE OF CALEDONIA.

EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

	EXISTING CONTOURS		SILT FENCE
	PROPOSED CONTOURS		STONE TRACKING PAD
	PROPOSED FINISHED GRADES		SLOPE EROSION MAT, CLASS I - TYPE A
	CENTERLINE OF SWALE		CHANNEL EROSION MAT, CLASS 1 - TYPE B
	DISTURBED AREA (29,546 SF = 0.676 AC)		MEDIUM RIP RAP
			STAKED SOD

ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2018 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT <http://roadwaystandards.dot.wi.gov/standards/stdspec/index.htm>

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), 2009 EDITION WITH REVISIONS 1 AND 2 INCORPORATED.

ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS" AND "VILLAGE SPECIFICATIONS".

* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

* WHENEVER THE "STATE SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

ALL EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED BUILDING PAD, PAVEMENT SECTIONS AND STRUCTURAL FILL AREAS SHALL BE STRIPPED AND STOCKPILED AT THE LOCATION SHOWN OR AS DIRECTED BY THE GENERAL CONTRACTOR.

EXCAVATE, GRADE AND SHAPE SUBGRADE TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS FOR PAVEMENT THICKNESS AND MATERIALS.

FOR STRUCTURAL FILL DEPTHS LESS THAN 20 FEET, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION OF THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS.

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
14458 Horizon Blvd., Suite 200, Racine, WI. 53406
Tel: (262)634-5588 Website: www.nmbssc.net

BUCKLEY ROAD EXTENSION

SITE GRADING &

EROSION CONTROL PLAN FOR

DONALD AND JANE CHRISTENSEN

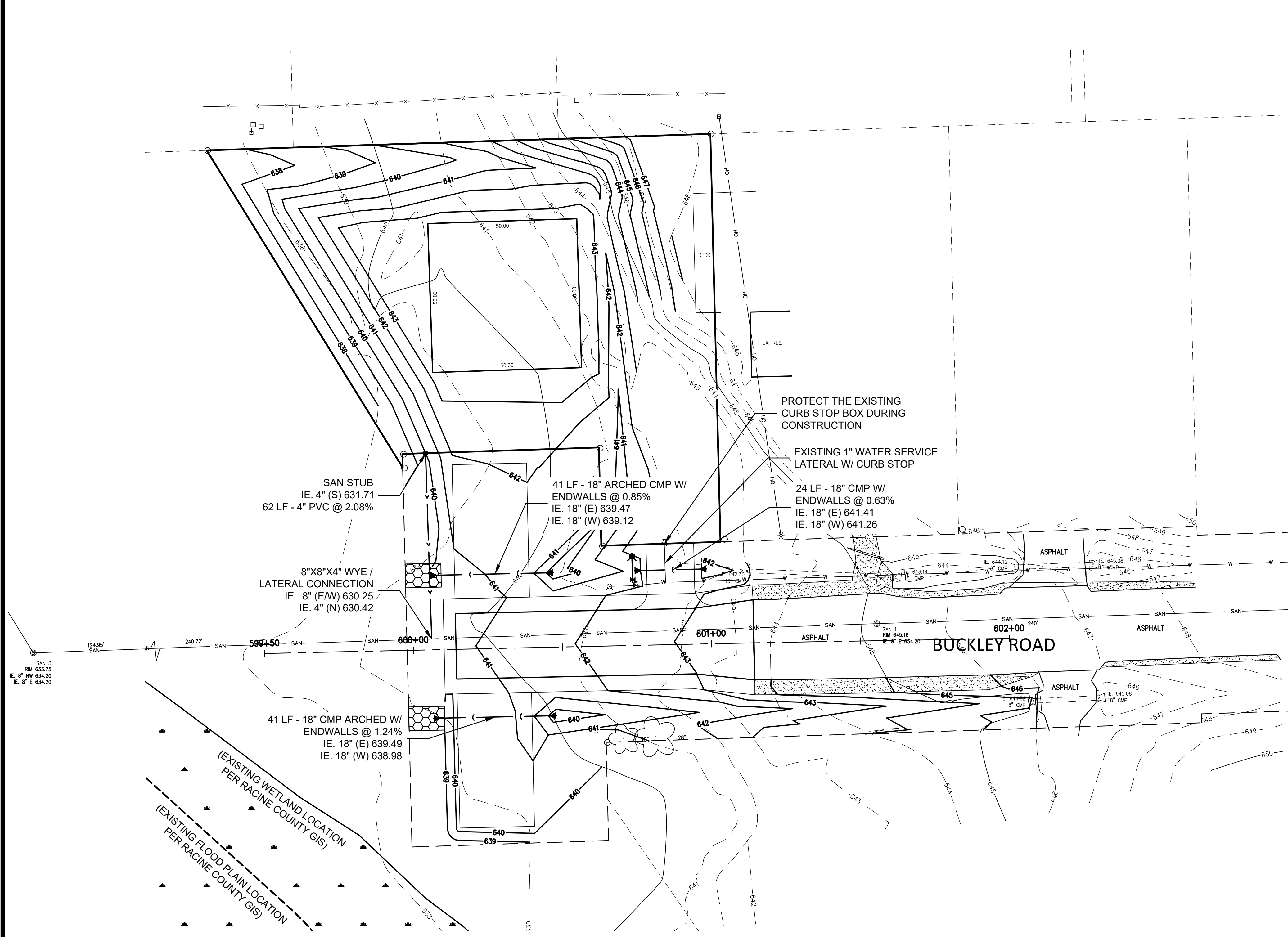
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PROJ. MGR: MRM
DRAFTED: JWR
DATE: 9-30-2022
CHECKED: ALJ
DATE: 10-3-2022

2022.0172.01

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ISSUE FOR APPROVAL: 10-6-2022



SANITARY SEWER LATERAL TABLE						
LOT #	DOWNSTREAM MH	DISTANCE FROM MH (FT)	LATERAL LENGTH (FT)	I.E. @ PROPERTY LINE	RISER HEIGHT (FT)	LATERAL SIZE
1	EX SAN 3	216	62	631.71	-	4"

NOTE

CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES OR OTHER UTILITIES PRIOR TO STARTING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

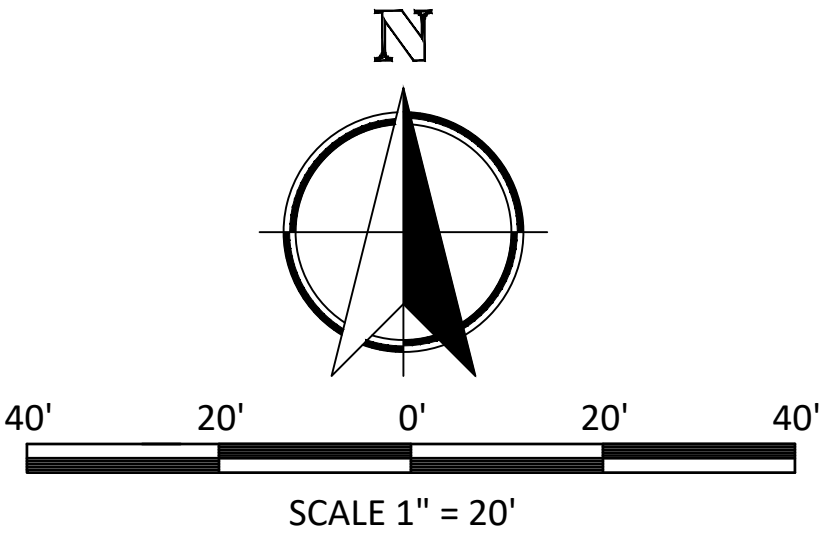
UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.



UTILITY PLAN LEGEND

- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING STORM SEWER
- PROPOSED STORM SEWER



UTILITY CONSTRUCTION GENERAL NOTES

ALL APPLICATIONS AND CONNECTION FEES FOR WATER SERVICES MUST BE SUBMITTED AND PAID PRIOR TO CONNECTION TO THE PUBLIC SYSTEMS.

THE CONTRACTOR SHALL PROVIDE 7 DAYS NOTICE TO THE VILLAGE OF CALEDONIA BEFORE COMMENCING CONSTRUCTION ON ANY WATERMAIN IMPROVEMENTS.

THE CONTRACTOR SHALL CONTACT THE VILLAGE OF CALEDONIA 72 HOURS PRIOR TO PROPOSED WATERMAIN SHUTDOWNS OR ANY WORK THAT MAY INTERFERE WITH EXISTING WATER SERVICE. ALL EXISTING VALVES, HYDRANTS, AND OTHER WATERMAIN INFRASTRUCTURE SHALL ONLY BE OPERATED BY THE VILLAGE OF CALEDONIA.

CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES AND OTHER ADJACENT UTILITIES PRIOR TO COMMENCING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO HAVE THE ADJACENT UNDERGROUND PUBLIC UTILITIES LOCATED. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061. PUMPED WATER CAN BE TREATED IN RETENTION BASINS, FILTER BAGS, STONE FILTERS OR BY OTHER WDNR APPROVED METHODS. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

SANITARY SEWER SPECIFICATIONS

SANITARY SEWER LATERAL PIPE MATERIAL SHALL BE FOUR-INCH (4") PVC CLASS SDR-35 WITH INTEGRAL BELL TYPE ELASTOMERIC JOINTS CONFORMING TO THE REQUIREMENTS OF ASTM D3034, ASTM D3212 AND F-789/P546 WITH RUBBER GASKETS. SANITARY LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 382.35. LATERAL CLEAN-OUT RISERS SHALL BE SIX-INCH (6") DIAMETER WITH EIGHT-INCH (8") DIAMETER FROST SLEEVE CONSTRUCTED OF THE SAME MATERIAL. THE CLEANOUT RISERS SHALL TERMINATE FOUR INCHES (4") BELOW FINISHED GRADE WITH A SCREW ON CAP. THE FROST SLEEVE SHALL BE BROUGHT UP TO JUST BELOW FINISHED GRADE AND COVERED WITH A NEENAH R-3487 FRAME WITH A SOLID LID.

SANITARY SEWER BACKFLOW PREVENTOR SHALL BE CONSTRUCTED WITH A CLEAN CHECK EXTENDABLE BACKWATER VALVE MODEL MADE BY RETORSEAL OR AN APPROVED EQUAL.

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE SANITARY SEWERS AND LATERALS PER SPS 382.30(11)(h). THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE PROPOSED STRUCTURES. FOR THE SANITARY SEWER LATERALS, THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS (FOR EACH SYSTEM INSTALLED) AND ENCLOSED IN A RISER BOX WITH "SEWER" ON THE COVER.

- WIRE SPLICES SHALL BE IN ACCORDANCE WITH STANDARD ELECTRICAL PRACTICES. ACCEPTABLE WIRE SPLICES ARE BRASS SPLIT BOLTS, DRYCONN WATERPROOF CONNECTORS, SNAP-LOC MODEL LV 9500, OR APPROVED EQUAL. WIRE NUTS ARE NOT ACCEPTABLE
- BRANCH CONNECTIONS UTILIZING SPLIT BOLTS - SPLICE BRANCH TRACER WIRE TO MAIN TRACER WIRE USING THE FOLLOWING PROCEDURE: BARE TRACER WIRE ON MAIN LINE (DO NOT CUT); CONNECT BRANCH WIRE TO MAIN LINE WITH BRASS SPLIT BOLT; AND SEAL CONNECTION WITH RUBBER ELECTRICAL TAPE AND OVER WRAP WITH TWO LAYER OF POLYETHYLENE ADHESIVE TAPE 1-1/2" WIDE AND 8MM THICK.
- BRANCH CONNECTIONS UTILIZING OTHER APPROVED CONNECTORS - FOLLOW MANUFACTURER'S RECOMMENDATIONS.

STORM SEWER SPECIFICATIONS

MATERIAL FOR STORM SEWERS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES (SPS) AND VILLAGE OF CALEDONIA SPECIFICATIONS.

STORM SEWER CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN", 6TH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS THE "STANDARD SPECIFICATIONS".

CORRUGATED STEEL CULVERT CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 521 OF THE "STATE SPECIFICATIONS" AND THE VILLAGE OF CALEDONIA SPECIFICATIONS.

BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".

ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED TO INSTALL UNDERGROUND UTILITIES SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE VILLAGE OF CALEDONIA SPECIFICATIONS.

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

BUCKLEY ROAD EXTENSION
MASTER UTILITY PLAN

FOR
DONALD AND JANE CHRISTENSEN
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

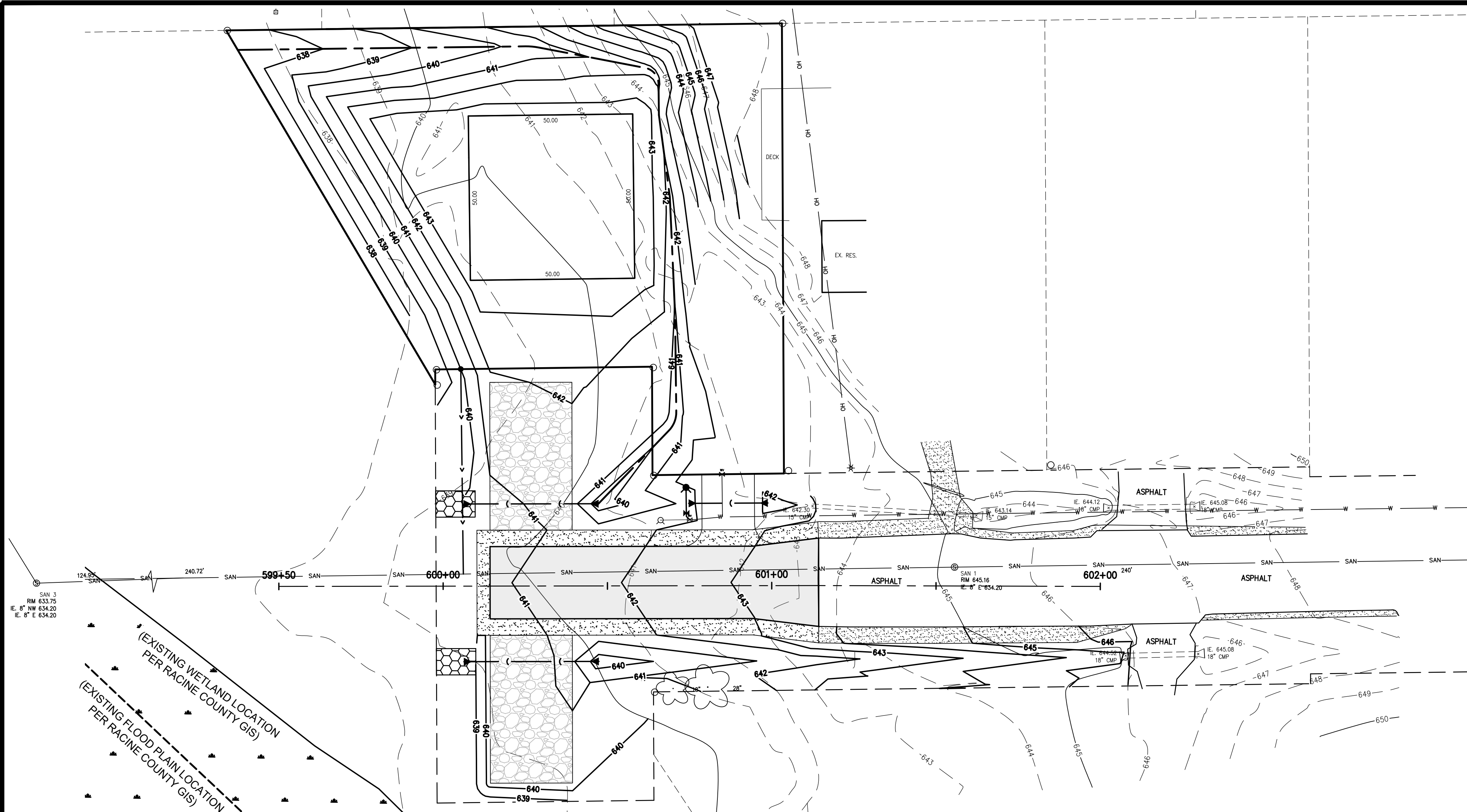
NO.	REVISION	BY	DATE

PROJ. MGR: _____ MRM
DRAFTED: _____ JW/R
DATE: 9-30-2022
CHECKED: _____ ALJ
DATE: 10-3-2022

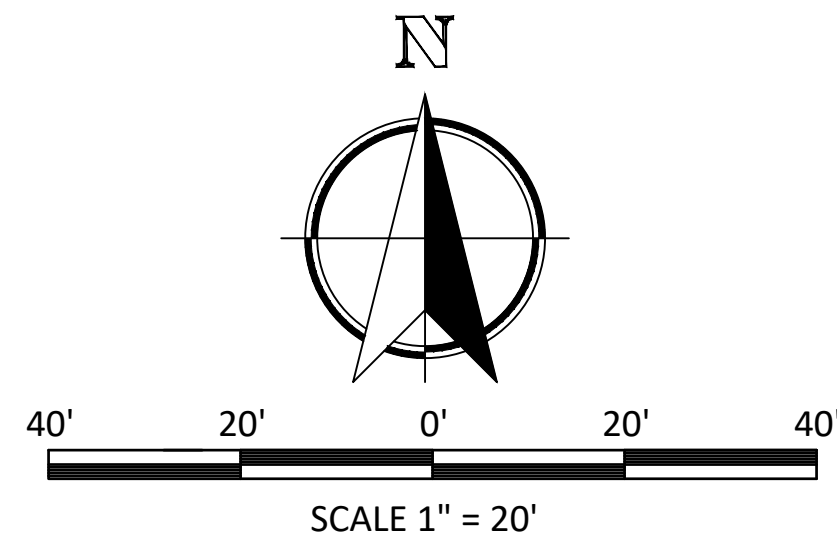
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Thursday, October 06, 2022 11:10:08 AM



BUCKLEY ROAD (NORTH DITCH)



LEGEND

- 692— EXISTING CONTOURS
- 702— PROPOSED CONTOURS
- PROPOSED ASPHALT PAVEMENT ROADWAY
- PROPOSED GRAVEL SHOULDER
- PROPOSED GRAVEL TEMPORARY "T"

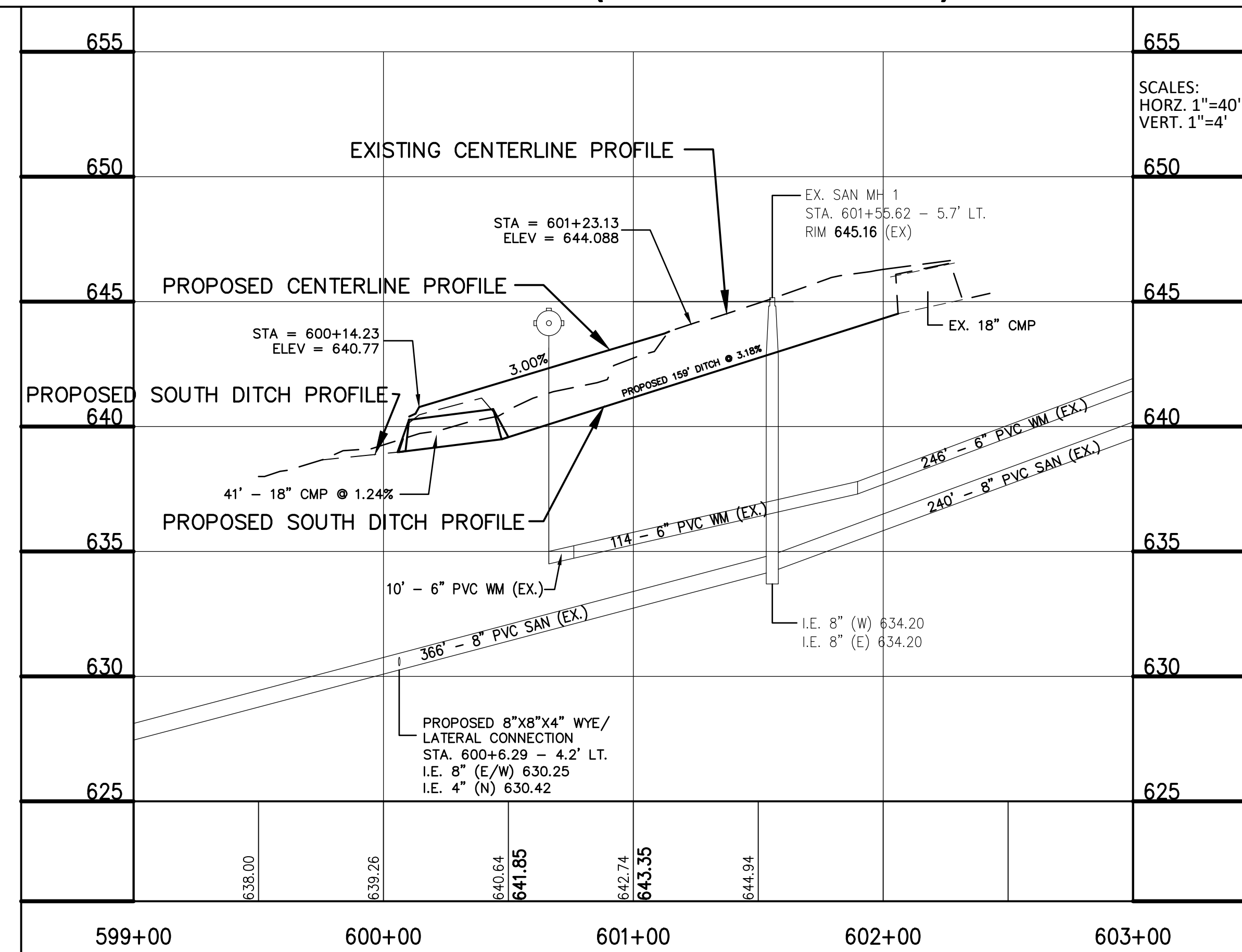
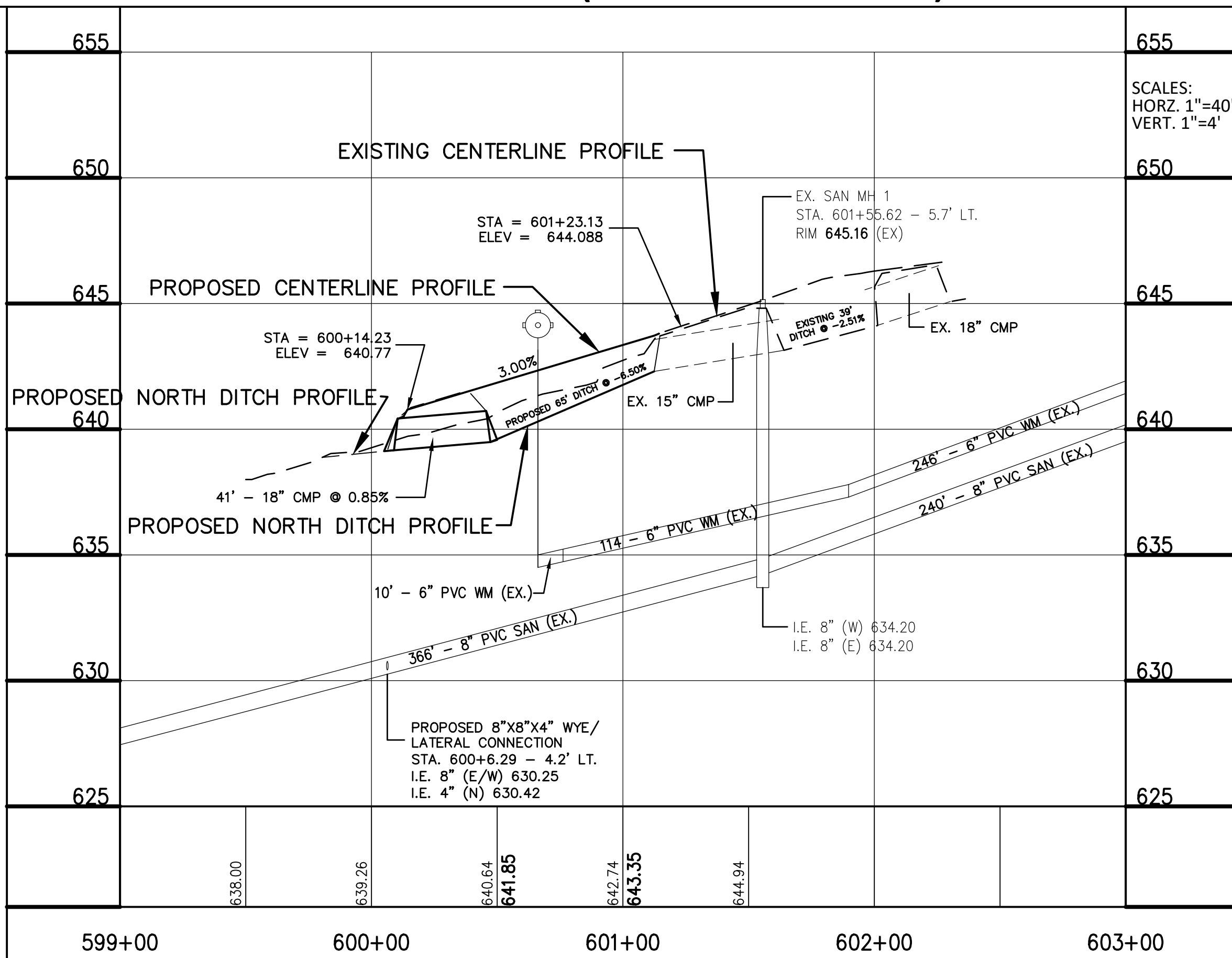
PAVEMENT SPECIFICATIONS

DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS".

ASPHALTIC CONCRETE PAVEMENT SHALL BE WISC DOT 3 LT-58-28-5 (BINDER) AND 5 LT-58-28-5 (SURFACE) MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.

CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLES, VALVE BOXES, ETC.) TO MATCH THE FINISHED GRADES OF THE AREA AFFECTED BY THE CONSTRUCTION.

BUCKLEY ROAD (SOUTH DITCH)



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbasc.net

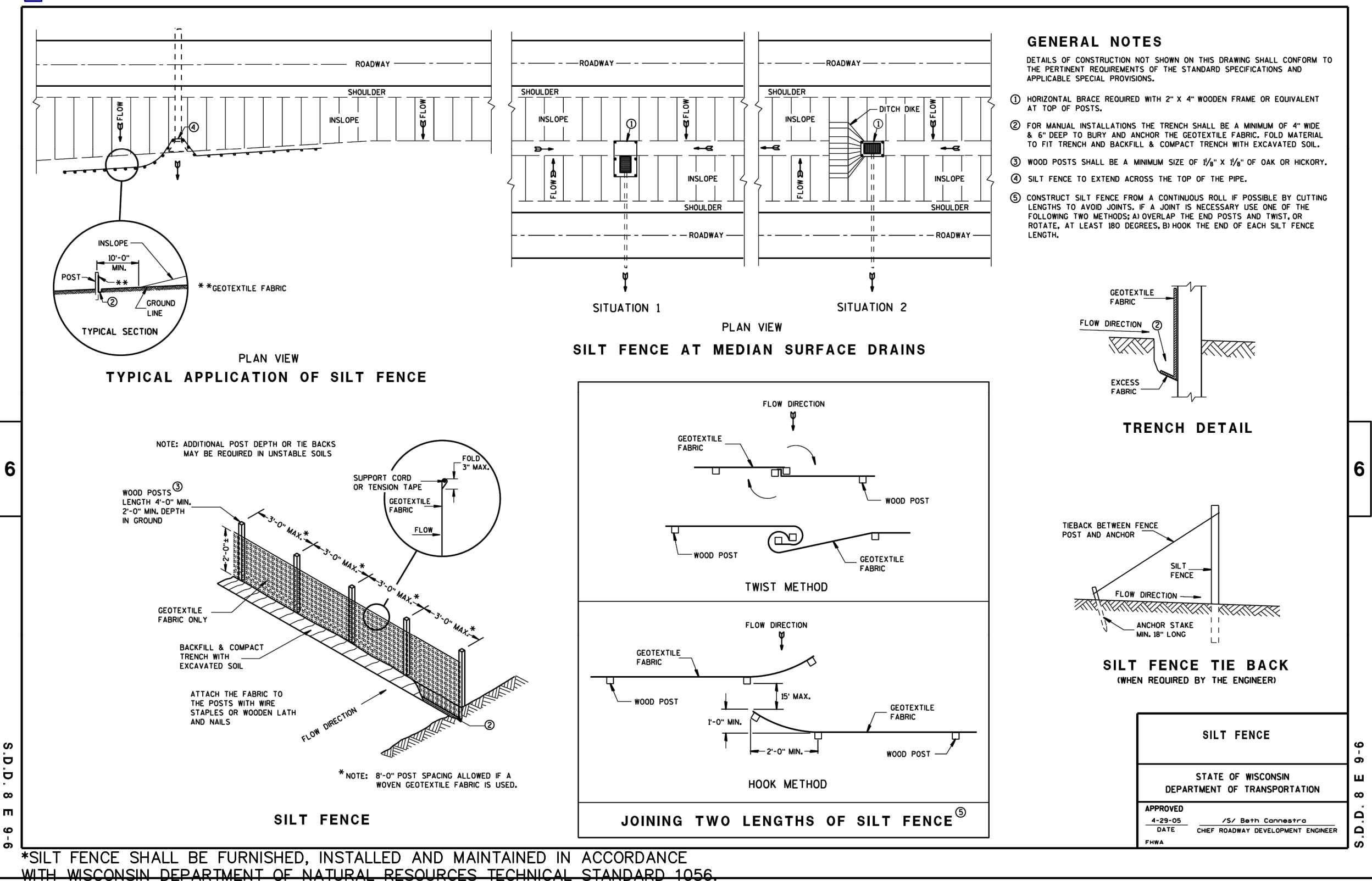
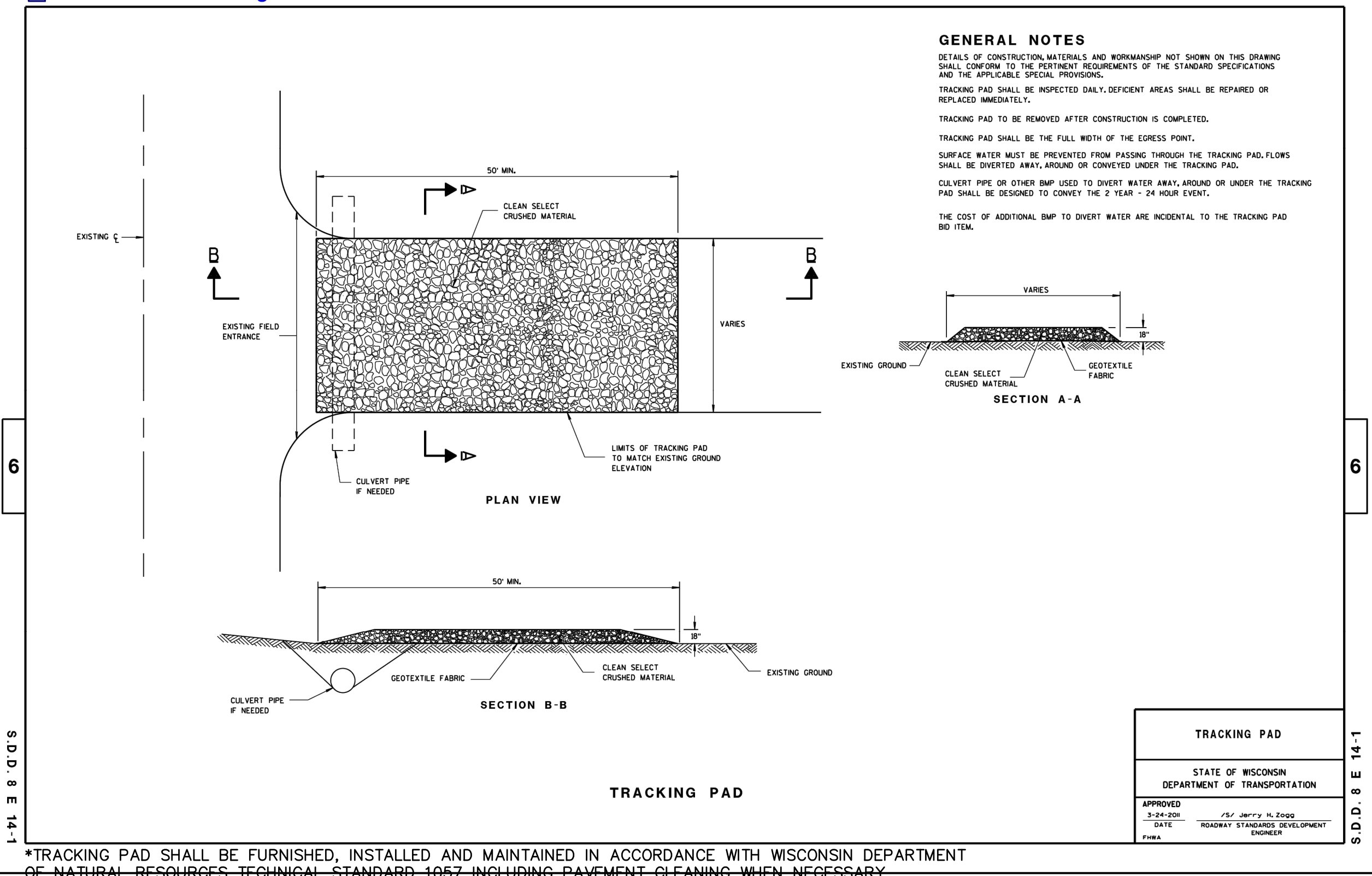
BUCKLEY ROAD EXTENSION
PLAN & PROFILE
STA. 599+00.00 - 602+00.00
FOR
DONALD AND JANE CHRISTENSEN
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MRM
DRAFTED: JWR
DATE: 9-30-2022
CHECKED: ALI
DATE: 10-3-2022

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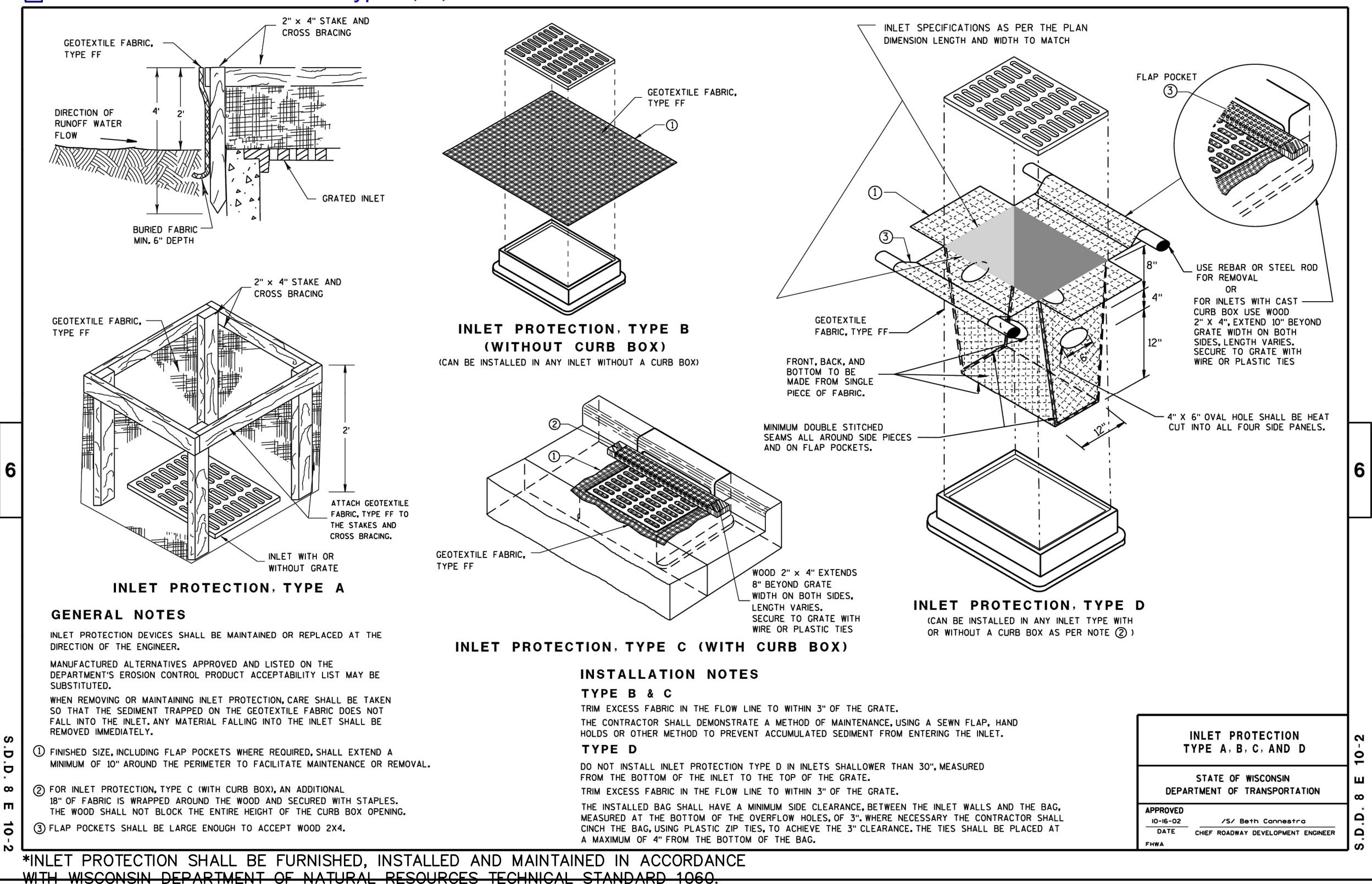
ISSUE FOR APPROVAL: 10-6-2022

SDD 8e9 Silt Fence**SDD 8e14 Tracking Pad****1 SILT FENCE DETAIL**

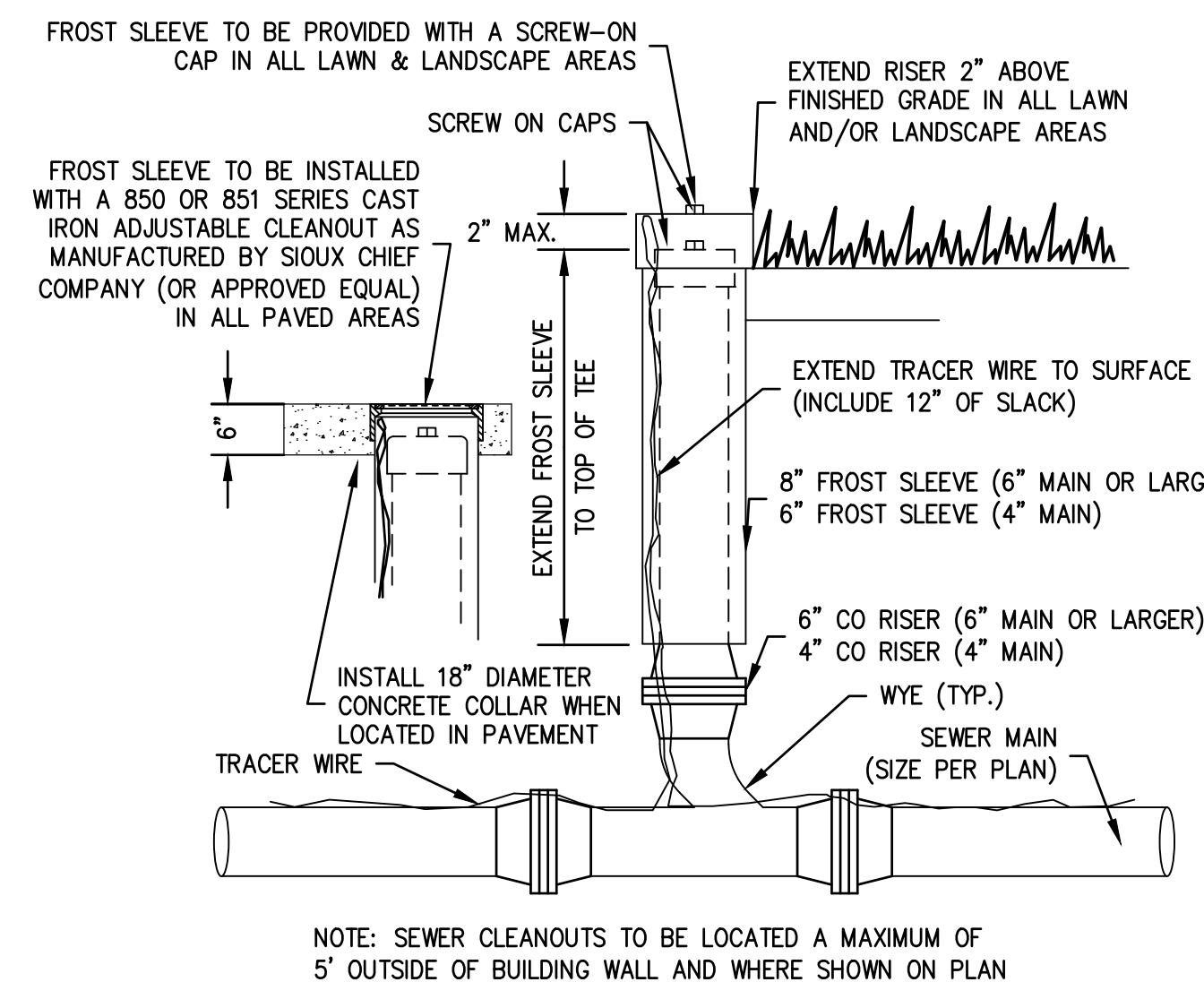
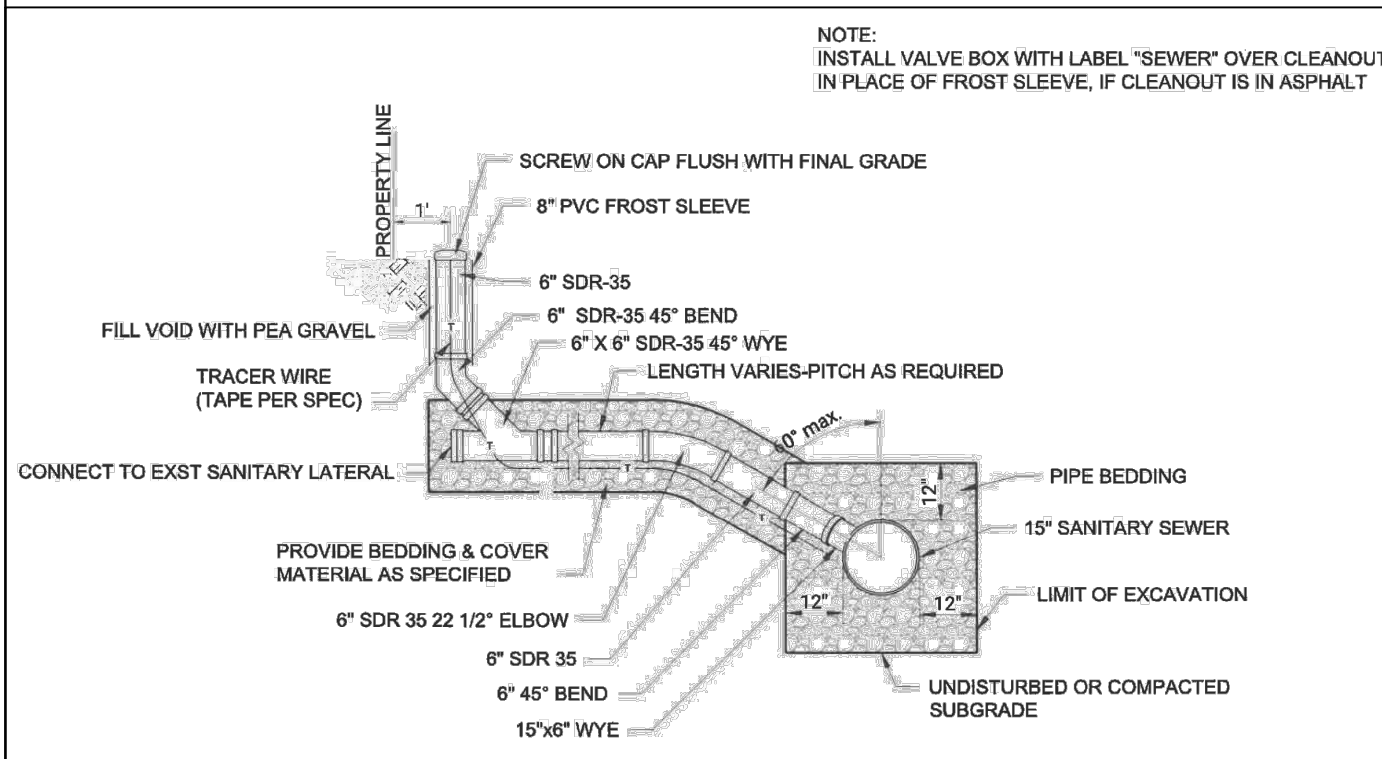
N.T.S.

2 TRACKING PAD DETAIL

N.T.S.

SDD 8e10 Inlet Protection Type A, B, C and D**3 INLET PROTECTION DETAIL**

N.T.S.

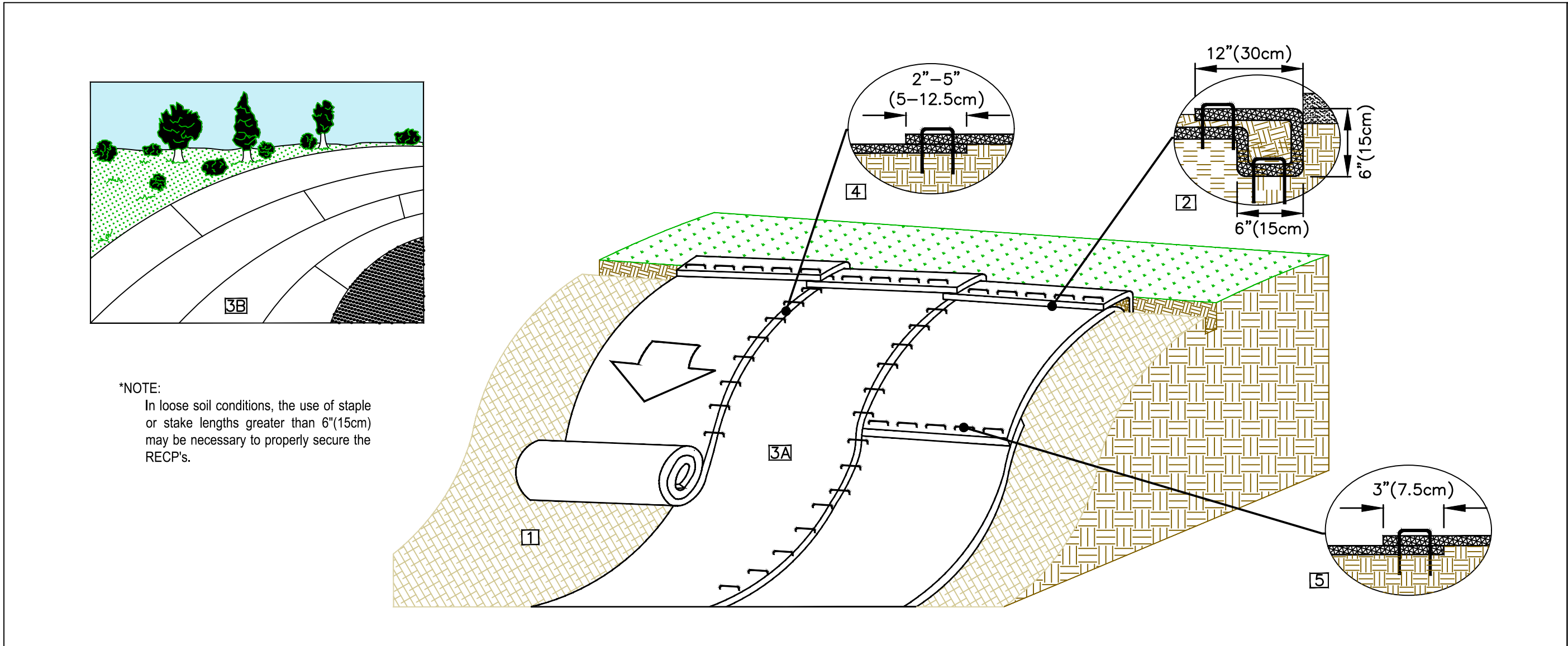
4 PVC SANITARY SEWER RISER LATERAL DETAIL**5 SEWER CLEANOUT (CO) RISER DETAIL****BUCKLEY ROAD EXTENSION**
TYPICAL SECTIONS &
CONSTRUCTION DETAILSFOR
DONALD AND JANE CHRISTENSEN
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

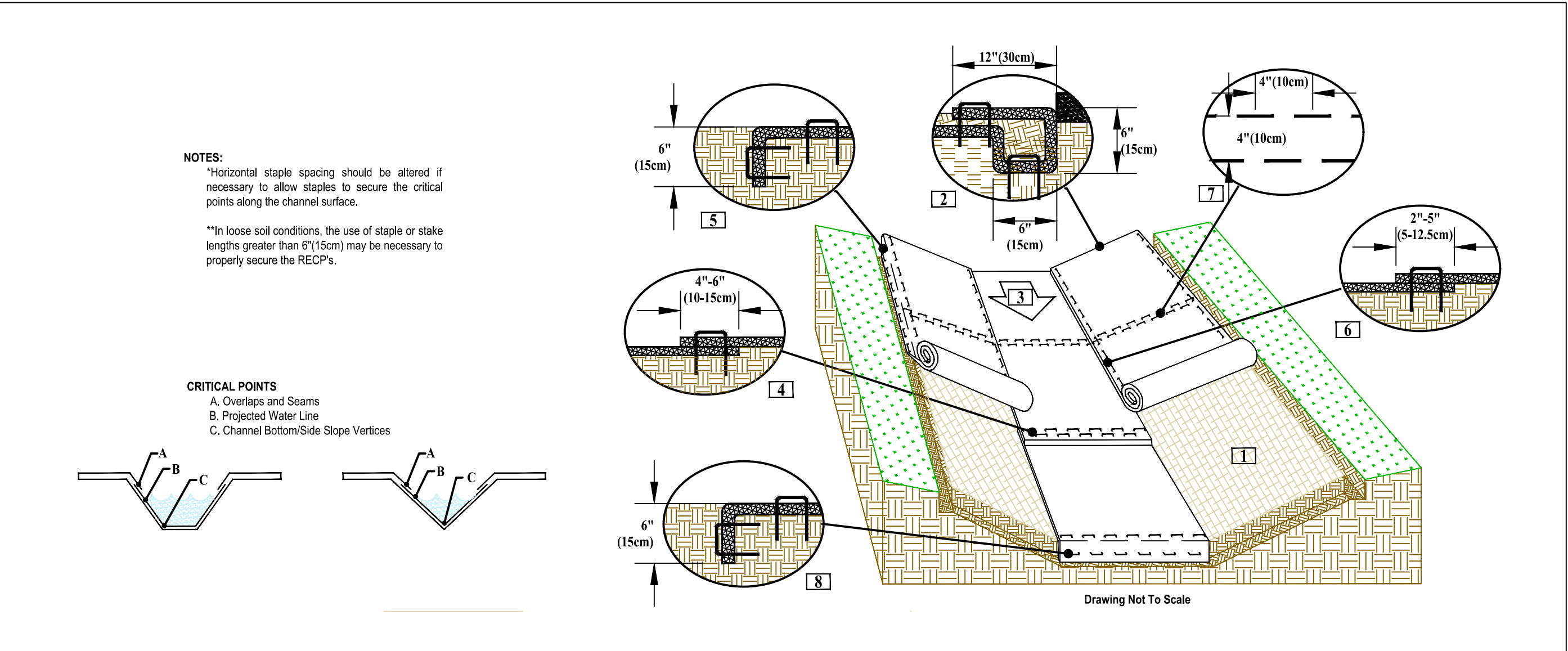
PROJ. MGR: MRM
DRAFTED: JWR
DATE: 9-30-2022
CHECKED: ALI
DATE: 10-3-2022

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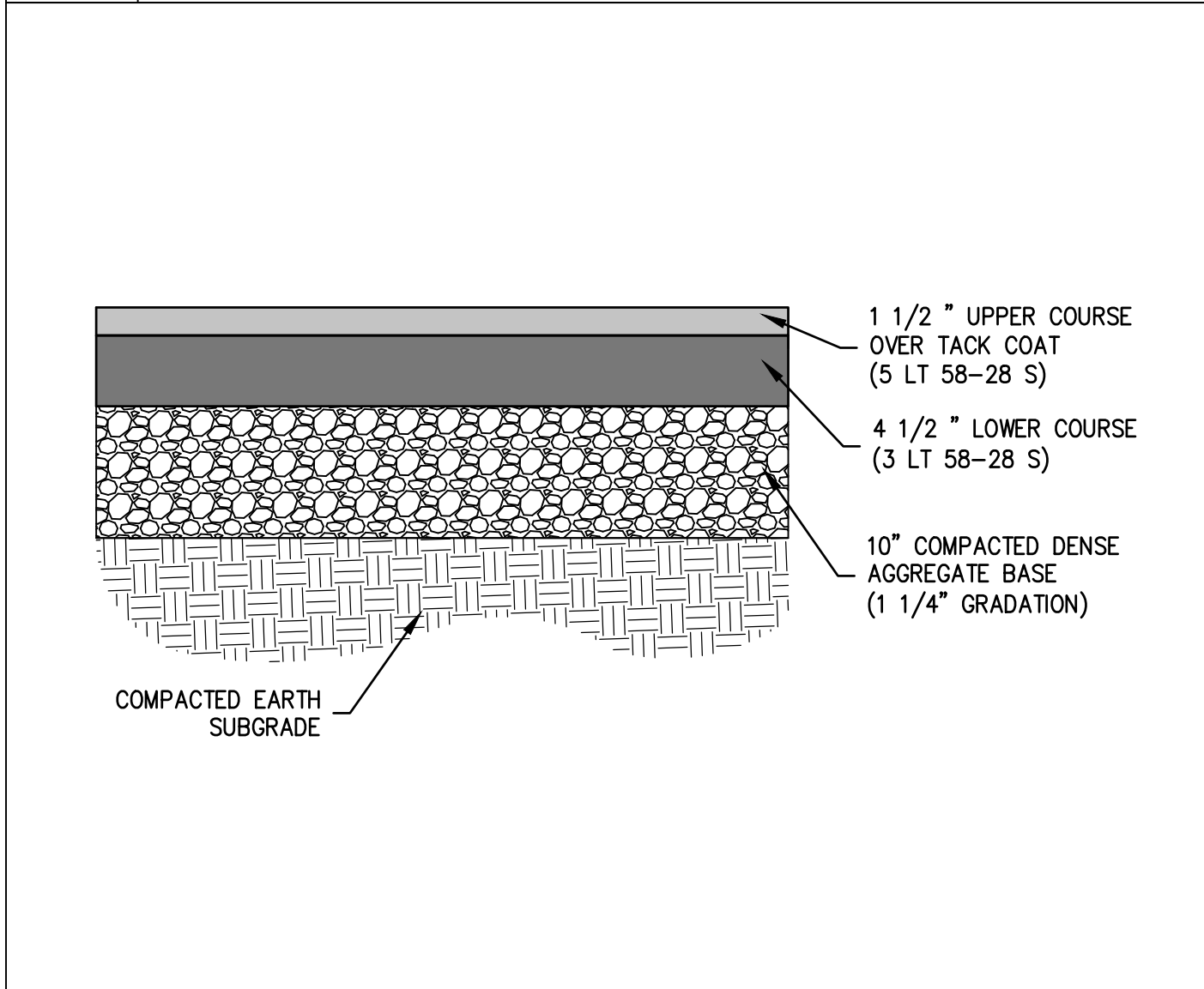
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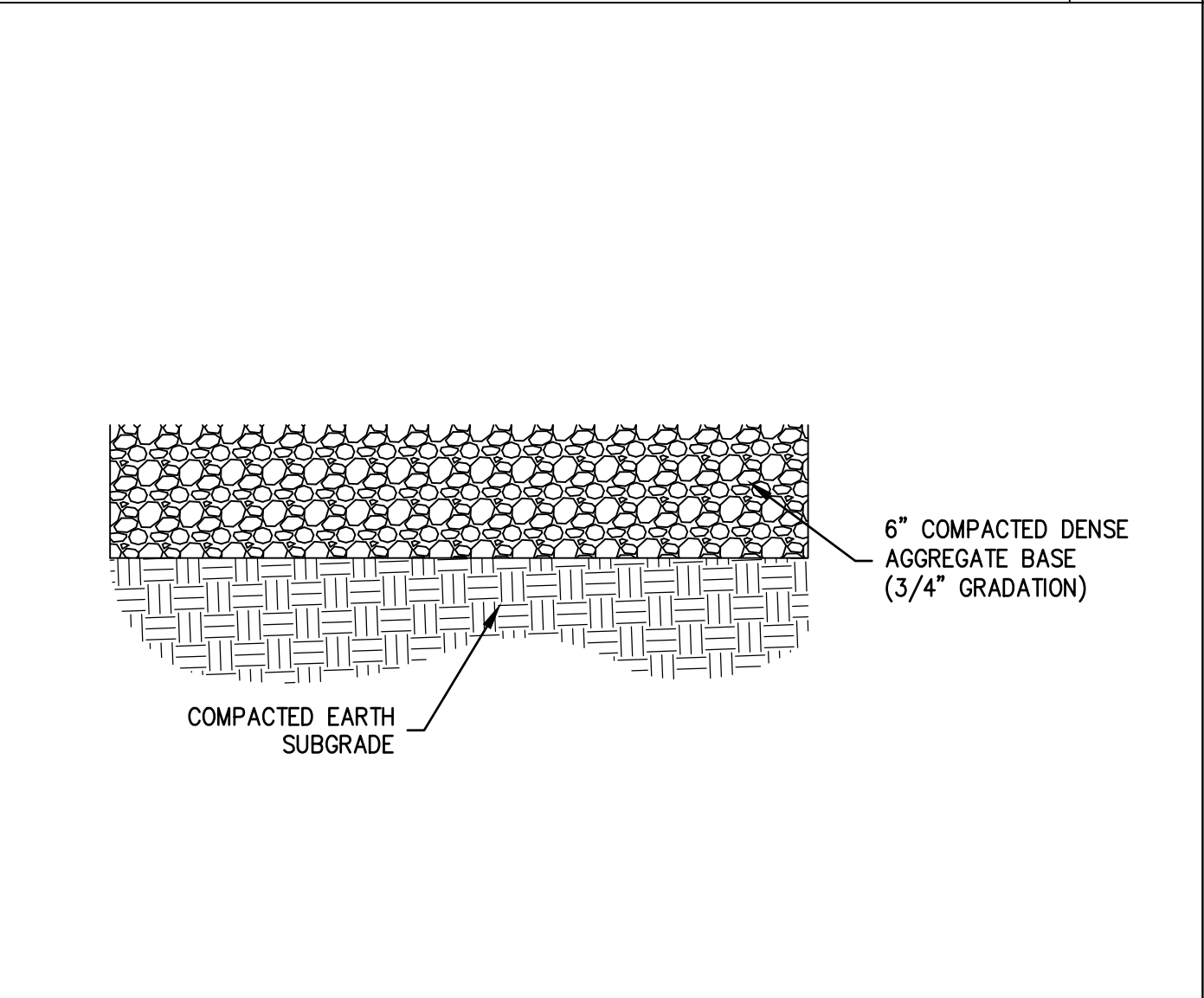
1	SLOPE INSTALLATION OF EROSION MAT DETAIL	N.T.S.
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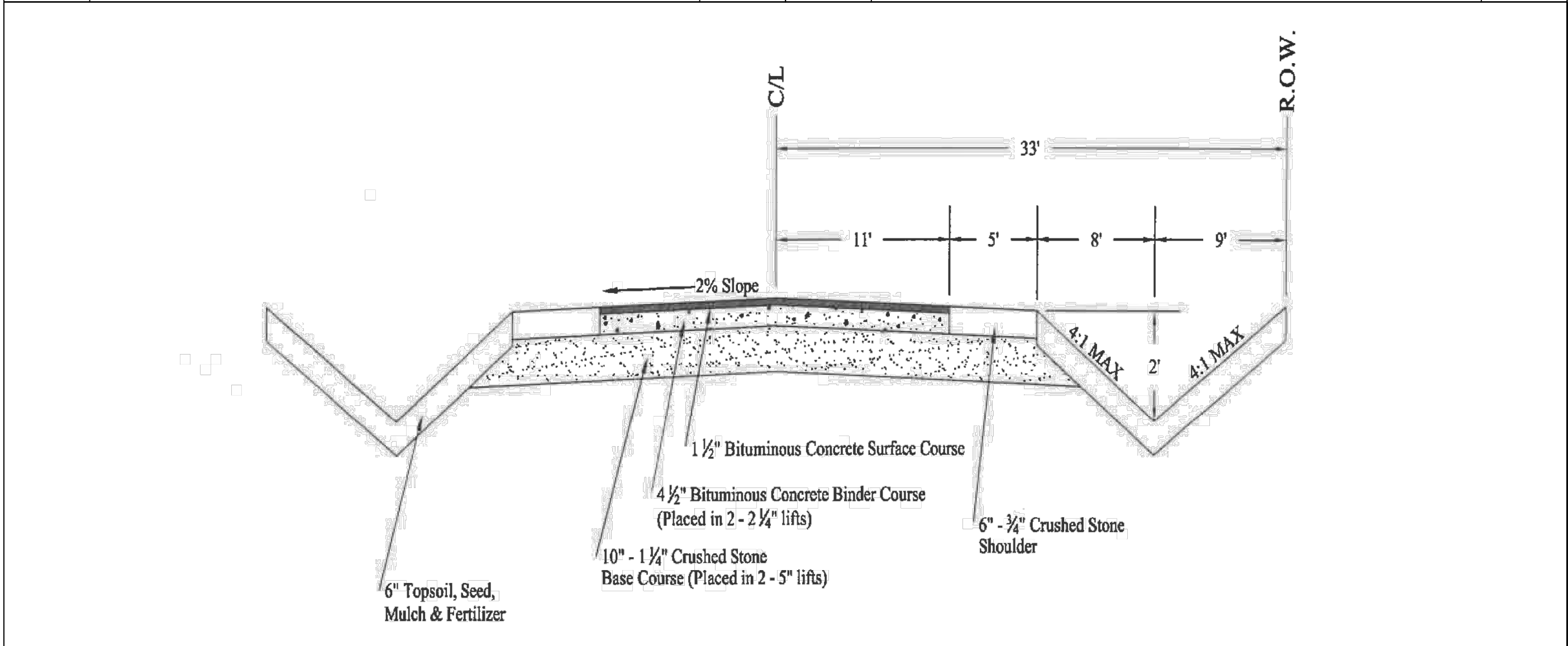
2	CHANNEL INSTALLATION OF EROSION MAT DETAIL	N.T.S.
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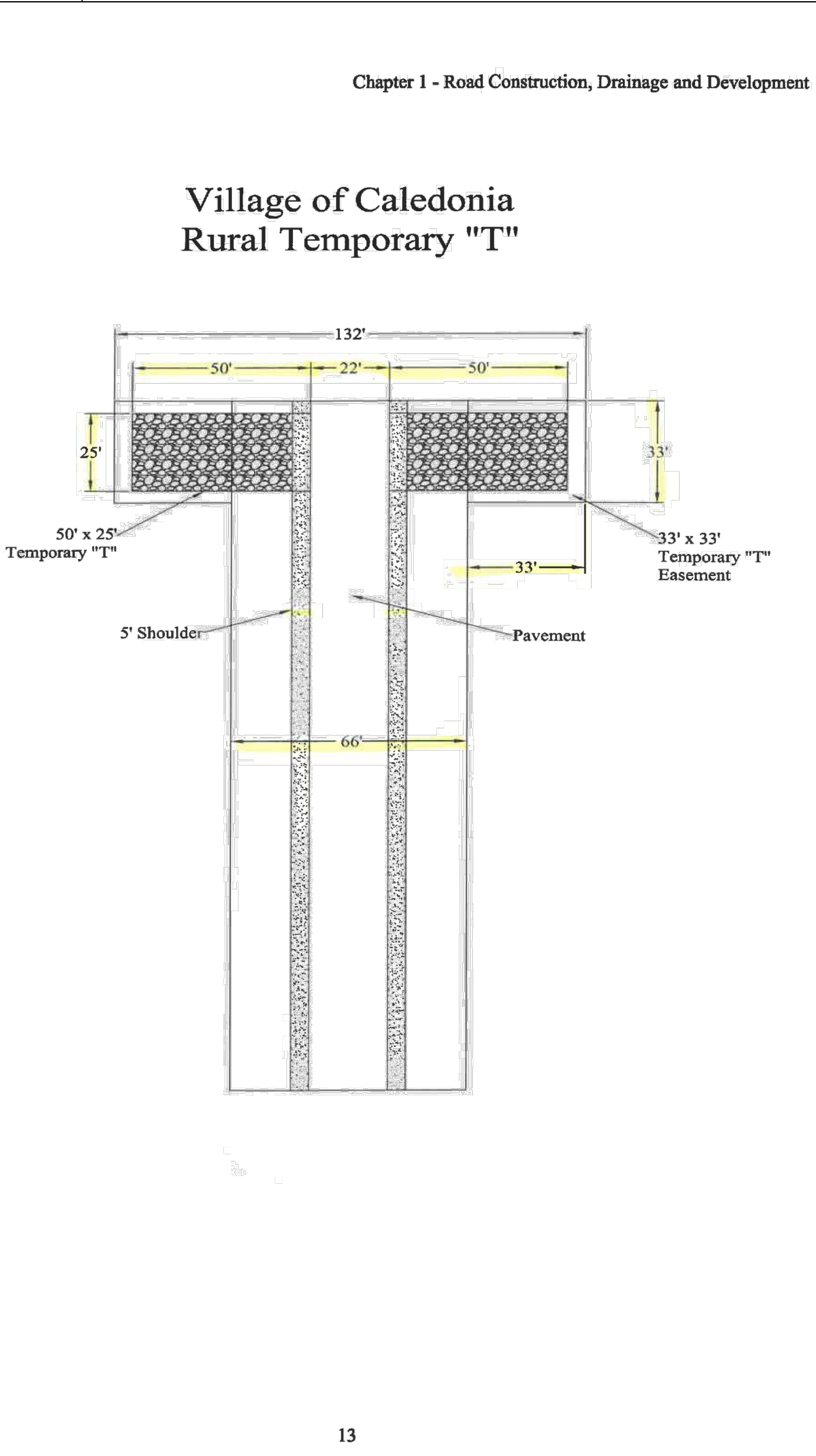
3	HEAVY-DUTY ASPHALT PAVEMENT (6\") (TYPICAL SECTION)	N.T.S.
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4	LIGHT-DUTY GRAVEL SHOULDER SECTION (6\") (TYPICAL SECTION)	N.T.S.
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5	VILLAGE OF CALEDONIA RURAL LOCAL ROAD CROSS SECTION	N.T.S.
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6	VILLAGE OF CALEDONIA RURAL TEMPORARY "T" DETAIL	N.T.S.
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RESOLUTION NO. 2024-024

(2-13-2024)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
STORMWATER POND EASEMENT AGREEMENT WITH
TI INVESTORS OF CALEDONIA LLC**

WHEREAS, the Caledonia Utility District has conditionally approved a Storm Water Management Plan, Mass Grading Plan, and a Site Grading Plan for TI Investors of Caledonia LLC for the construction of the Caledonia Corporate Park. As a condition of approval of the Storm Water Management Plan, Mass Grading Plan and the Site Grading Plan, Stormwater Pond Easements are required to be granted over the 4 Stormwater Ponds.

WHEREAS, the Owner, TI Investors of Caledonia LLC has constructed the 4 Stormwater Ponds according to the Plans & Specifications and has provided as-builts of the Stormwater Ponds.

WHEREAS, the Owner, TI Investors of Caledonia LLC has executed said Stormwater Pond Easement Agreement.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Stormwater Pond Easement Agreement at their February 7, 2024 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Stormwater Pond 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 Pond 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 Pond Easement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of February, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

STORMWATER POND EASEMENT AGREEMENT
TI INVESTORS OF CALEDONIA LLC

This Stormwater Pond Easement Agreement ("Agreement") is made the 29th day of January, 2024, by and between **TI INVESTORS OF CALEDONIA LLC**, a Wisconsin limited liability company with offices located at 710 N. Plankinton Avenue, Suite 1200, Milwaukee, Wisconsin 53203, referred to in this Agreement as the "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, described as Lot 3 in Certified Survey Map No. 3552, of record in the Office of the Register of Deeds for Racine County, Wisconsin, as Document No. 2653548 and having Tax Parcel Number 51-104-04-22-30-038-030 and Outlot 1 in Certified Survey Map No. 3552, of record in the Office of the Register of Deeds for Racine County, Wisconsin, as Document No. 2653548 and having Tax Parcel Number 51-104-04-22-30-038-011. Said real property is referred to in this Agreement as the "Property". A copy of Certified Survey Map No. 3552 ("CSM 3552") is attached hereto as EXHIBIT A.

B. As a part of the approval by the Grantees of the development of the Property, the Grantees have required the Owner to construct, at Owner's own cost and expense, a stormwater drainage plan for the Property as described and prepared by Pinnacle Engineering Group, dated and Professional Engineer Stamped August 1, 2022 and Onsite Civil Engineering Infrastructure Plans (Mass Grading Plans) for the Property, prepared by Pinnacle Engineering Group, dated and Professional Engineer Stamped August 4, 2022 as may be approved and/or amended from time to time by the Grantees, attached hereto EXHIBIT B and incorporated herein (the "Plan"). Said Plan includes, in part, the construction of the Four (4) Stormwater Retention Ponds (collectively, the "Ponds", in singular tense, the "Pond") described therein and herein. The Grantees have further required as part of said approval that the Owner enter into this Agreement with the Grantees, setting forth the Owner's responsibility to maintain the Plan and provide the Grantees with access to the easement areas described below.

C. The Grantees have requested that the Owner grant a non-exclusive permanent easement (referred to in this Agreement as the "Stormwater Pond Easement"), as may be necessary for the Grantees to exercise their rights under this Agreement, over that portion of the Property shown and described in attached EXHIBIT C as the "Stormwater Pond A Easement Area"; the "Stormwater Pond B Easement Area"; the "Stormwater Pond C Easement Area"; and the "Stormwater Pond D Easement Area", (hereinafter collectively referred to as the "Stormwater Pond Easement Areas").

D. As used in this Agreement, the term "Drainage Facilities" shall mean the Plan, the Stormwater Pond Easement Areas, and the drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Stormwater Pond Easement Areas 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 Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the 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 Drainage Facilities, so that the 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 Drainage Facilities, all in conformity with this Agreement and the Ordinances of the Village of Caledonia and any recorded restrictive covenants applicable to the Property. The Owner shall prevent the Drainage Facilities from becoming a nuisance.

2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace the Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Stormwater Pond Easement Areas in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the 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 (10) 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 required by this Agreement and 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 Stormwater Pond Easement Areas immediately and perform said emergency action. The Owner shall reimburse Grantees for all reasonable and actual 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 parcels within 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 to the Drainage Facilities. The Owner shall not make or construct any alteration or change to the Drainage Facilities or within the Stormwater Pond Easement Areas, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the 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 successors and assigns, 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 (but excepting therefrom any liability which arises as a result of the negligence or intentional acts of Grantee), 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 Stormwater 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 Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-

licensed insurance carrier, that (i) has coverage and policy limits typical and in keeping with industry standards, and (ii) has the Grantees named as additional insureds, to insure Grantees against the liability stated in paragraph 4 above. Such insurance shall be kept and maintained by the Owner or it's successors 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, the easement rights described herein, over, across, under and through the Stormwater Pond Easement Areas, 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 (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Drainage Facilities, to the from such locations and to the extent set forth in the Plan.

7. Further Owner Requirements.

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

8. Repair and Restoration of the Property. The Grantees shall reasonably repair any damage to the Property caused by the Grantees and restore the surface of the Property disturbed by the Grantees': (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities or (ii) ingress and egress through the Stormwater Pond Easement Areas. 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.

9. 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.

10. 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.

11. 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 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.

12. 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.

SIGNATURE PAGES TO FOLLOW

OWNER: TI Investors of Caledonia LLC,
Towne Realty, Inc, Manager

BY: Susan K. Laabs
Susan K. Laabs, Vice President

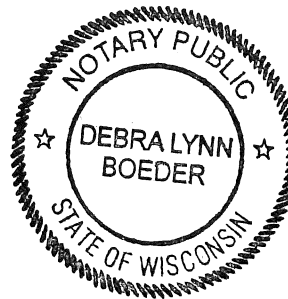
STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 29th day of January 2024, the above-named
Susan K Laabs, Vice President, to me known to be the person who executed the foregoing instrument
and acknowledged the same on behalf of said Owner.

Debra Lynn Boeder
Notary Public, State of Wisconsin

Debra Lynn Boeder

My Commission expires: 03/05/2025



VILLAGE OF CALEDONIA

BY: _____
Thomas Weatherston, President

ATTEST: _____
Jennifer Olsen, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2024, the above-named
Thomas Weatherston, President and **Jennifer Olsen, Clerk**, of the Village of Caledonia, to me
known to be the persons who executed the foregoing instrument and acknowledged the same on behalf
of the Village of Caledonia.

Notary Public, Racine County, WI

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

ATTEST: _____
Robert Kaplan, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2024, the above-named, **Howard Stacey, President** and **Robert Kaplan, 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., Public Services Director

MAP #3552

CERTIFIED SURVEY
MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and
Northwest 1/4 of the Southwest 1/4 of Section 30,
Township 4 North, Range 22 East, Village of Caledonia,
Racine County, Wisconsin.

Document # **2653548**
RACINE COUNTY REGISTER OF DEEDS
May 04, 2023 3:49 PM

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

Pages: 7

VICINITY MAP

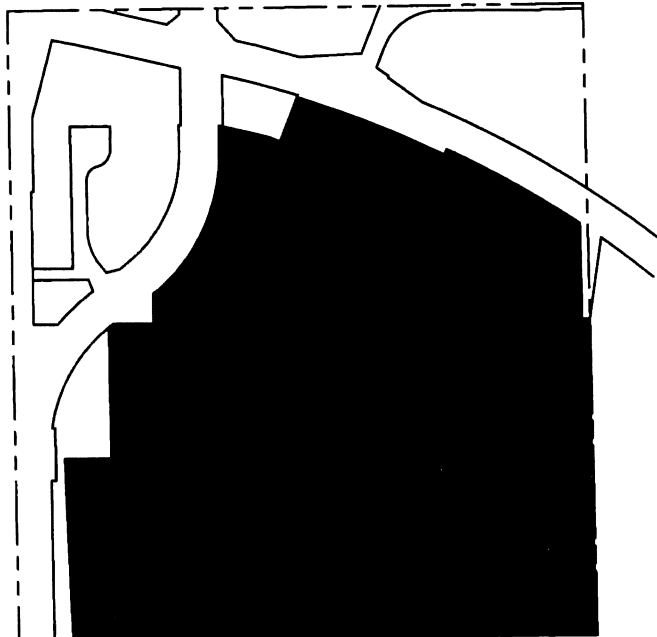
SCALE 1"=600'

NORTHWESTERN AVENUE
COUNTY TRUNK HIGHWAY "K"

ADAMS ROAD



INTERSTATE HIGHWAY "94"



Subject Property
Zoning: M-3
Tax Key Numbers:
104-04-22-30-038-000
104-04-22-30-047-000

SW 1/4 SEC. 30, T4N, R22E

NOTES:

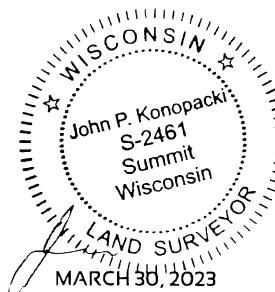
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD 1983/2011). The south line of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East has a bearing of S89°35'06"W.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55101C0089D with an effective date of MAY 2, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- All remnant building foundations to be removed.
- Wetlands delineated by Heartland Ecological Group Inc, October 2020.
- Temporary Road Easement to terminate upon the extension of the Baxter Court.

Prepared for
TI INVESTORS OF CALEDONIA LLC
710 N. Plantation Avenue, Suite 1200
Milwaukee, WI 53203

Prepared By
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

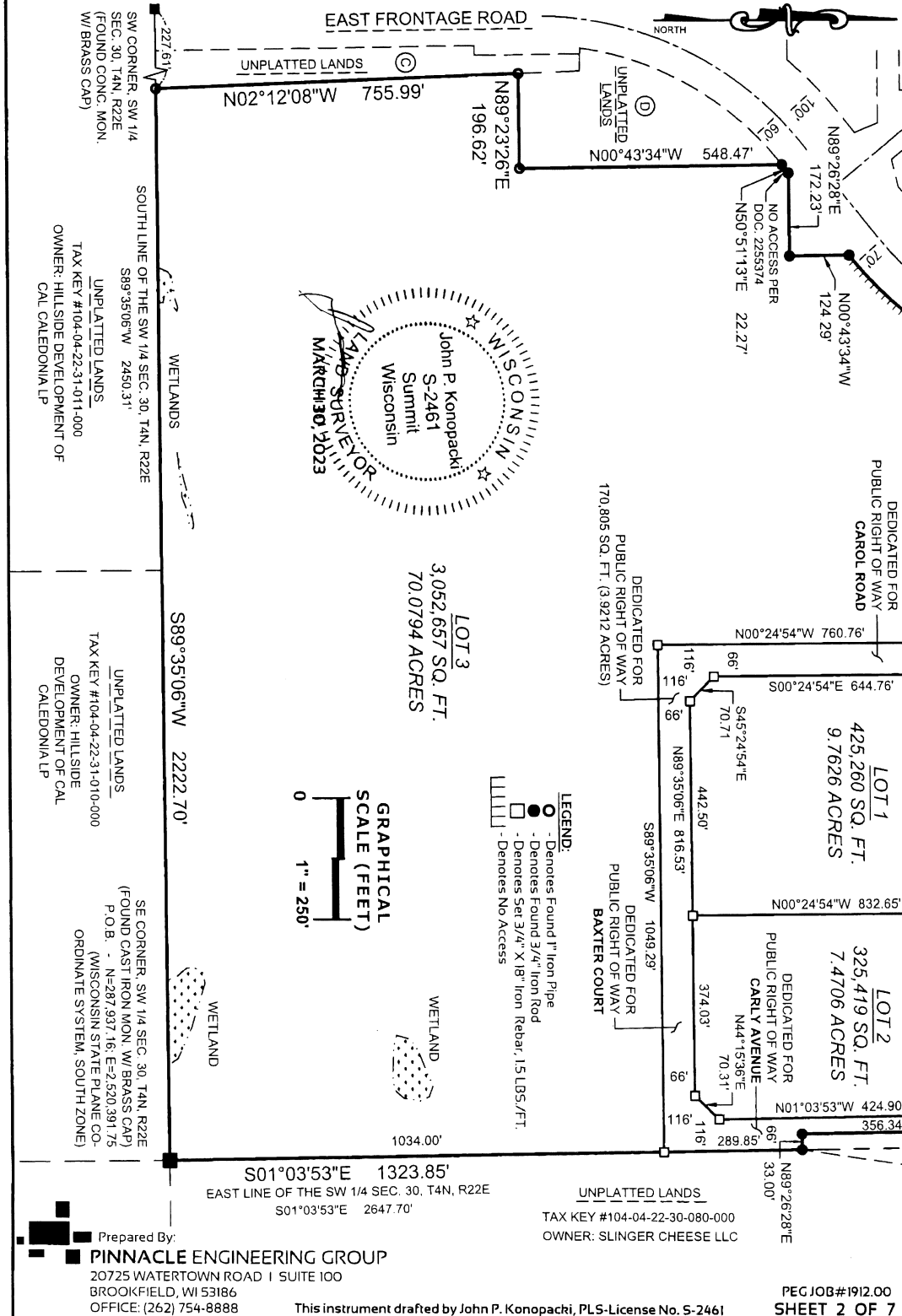
This instrument drafted by John P. Konopacki, PLS-License No. S-2461



PEG JOB #1912.00
SHEET 1 OF 7

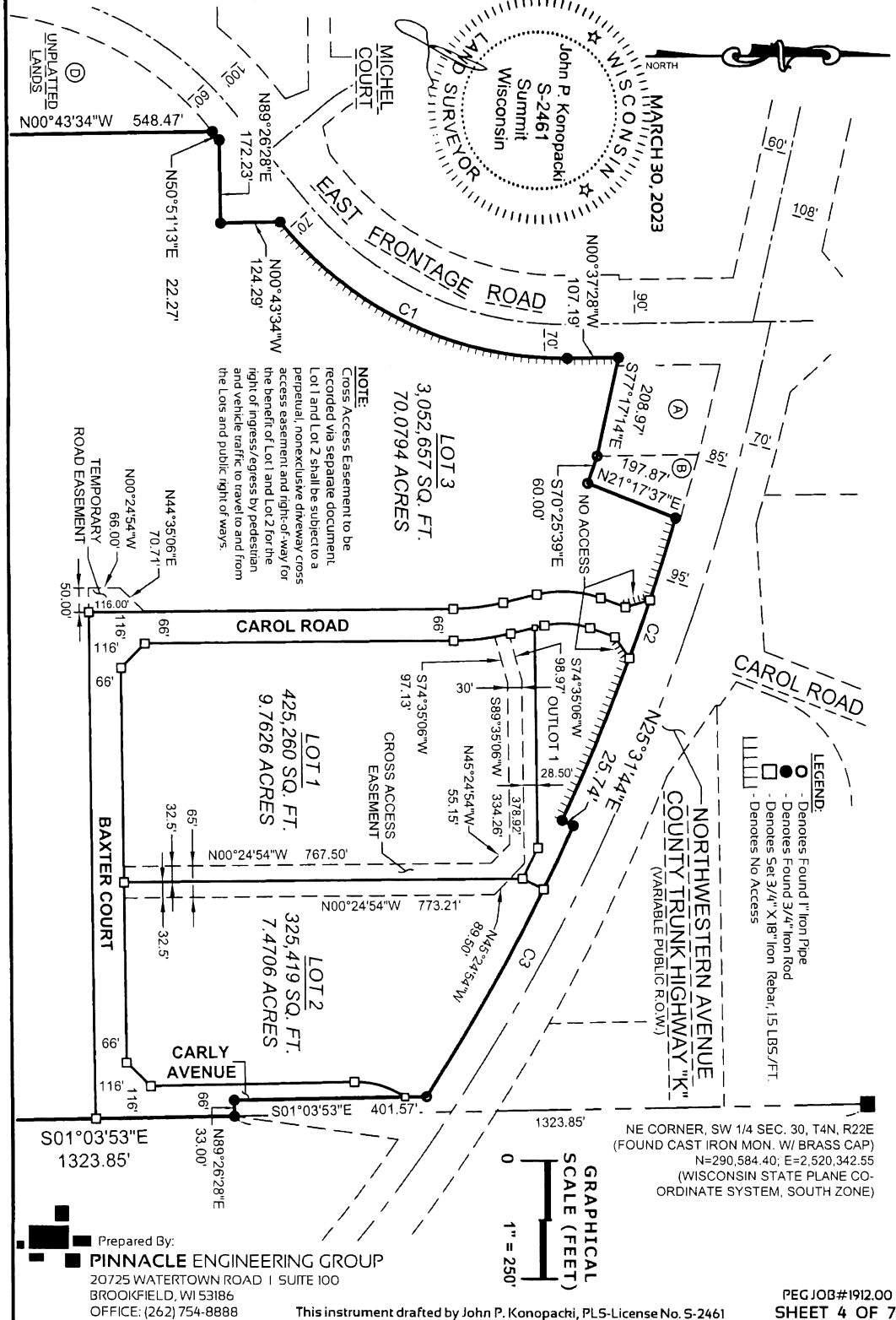
CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided that part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Beginning at the southeast corner of the Southwest 1/4 of said Section 30;
Thence South 89°35'06" West along the south line of said Southwest 1/4, 2222.70 feet;
Thence North 02°12'08" West, 755.99 feet;
Thence North 89°23'26" East, 196.62 feet;
Thence North 00°43'34" West, 548.47 feet to the southeasterly right of way line of East Frontage Road;
Thence the following courses along said southeasterly right of way line:

North 50°51'13" East, 22.27 feet; North 89°26'28" East, 172.23 feet; North 00°43'34" West, 124.29 feet to a point on a curve;
Northeasterly 684.45 feet along the arc of said curve to the left, whose radius is 758.00 feet and whose chord bears North 25°14'37"
East, 661.43 feet; North 00°37'28" West, 107.19 feet;

Thence South 77°17'14" East along said southeasterly right of way line and then continuing, 208.97 feet;
Thence South 70°25'39" East, 60.00 feet;
Thence North 21°17'37" East, 197.87 feet to the southerly right of way line of Northwestern Avenue -
County Trunk Highway "K" and a point on a curve;
Thence southeasterly 669.68 feet along said southerly right of way line and the arc of said curve to the right, whose radius is 4378.00 feet and
whose chord bears South 68°51'11" East, 669.02 feet;
Thence North 25°31'44" East along said right of way line, 25.74 feet to a point on a curve;
Thence southeasterly 641.75 feet along said right of way line and the arc of said curve to the right, whose radius is 4227.18 feet and whose
chord bears South 61°01'02" East, 641.13 feet;
Thence South 01°03'53" East, 401.57 feet;
Thence North 89°26'28" East, 33.00 feet to the east line of the aforesaid Southwest 1/4 of Section 30;
Thence South 01°03'53" East along said east line, 1323.85 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

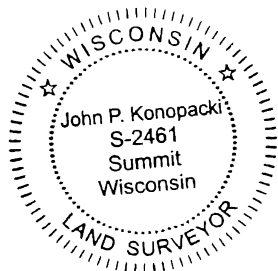
Containing 4,035,763 Square Feet (92.6484 Acres) of land Gross and 3,864,958 square feet (88.7272 acres) of land Net more or less.

That I have made such survey, land division and map by the direction of TI INVESTORS OF CALEDONIA LLC, owner of said land.

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

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the same..

Date: MARCH 30, 2023




John P. Konopacki
Professional Land Surveyor S-2461

FROM (ALL OF):

104-04-22-30-038-000
104-04-22-30-047-000

TO:

LOT 1, 104-04-22-30-038-010
LOT 2, 104-04-22-30-038-020
LOT 3, 104-04-22-30-038-030
OUTLOT 1, 104-04-22-30-038-011

CERTIFIED SURVEY MAP NO. 3552

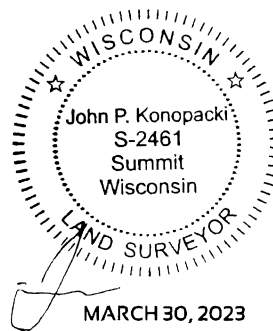
Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of
Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	684.45'	758.00'	051°44'09"	N25°14'37"E	661.43'	N51°06'41"E	N00°37'28"W
C2	669.68'	4378.00'	008°45'51"	S68°51'11"E	669.02'	S64°28'16"E	S73°14'07"E
C3	641.75'	4227.18'	008°41'54"	S61°01'02"E	641.13'	S56°40'05"E	S65°21'59"E
C4	178.14'	4378.00'	002°19'53"	S72°04'11"E	178.12'		
C5	128.00'	4378.00'	001°40'31"	S70°03'59"E	128.00'		
C6	363.54'	4378.00'	004°45'28"	S66°51'00"E	363.44'		
C7	145.58'	4227.18'	001°58'23"	S64°22'47"E	145.57'		
C8	496.17'	4227.18'	006°43'31"	S60°01'50"E	495.89'		
C9	111.62'	183.00'	034°56'53"	N16°24'33"E	109.90'	N01°03'53"W	N33°53'00"E
C10	120.85'	533.00'	012°59'27"	S06°54'38"E	120.59'	S13°24'21"E	S00°24'54"E
C11	96.99'	167.00'	033°16'36"	S03°13'57"W	95.63'	S19°52'15"W	S13°24'21"E
C12	135.32'	233.00'	033°16'36"	N03°13'57"E	133.43'	N13°24'21"W	N19°52'15"E
C13	105.88'	467.00'	012°59'27"	N06°54'38"W	105.66'	N00°24'54"W	N13°24'21"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S13°24'21"E	72.22'
L2	S19°52'15"W	55.55'
L3	S55°36'10"W	53.08'
L4	N15°46'25"W	53.19'
L5	N19°52'15"E	55.55'
L6	N13°24'21"W	72.22'



Prepared By:
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

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

PEG JOB#1912.00
SHEET 6 OF 7

CERTIFIED SURVEY MAP NO. 3552

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

TI INVESTORS OF CALEDONIA LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

TI INVESTORS OF CALEDONIA LLC as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. Village of Caledonia

IN WITNESS WHEREOF, the said TI INVESTORS OF CALEDONIA LLC has caused these presents to be signed by Susan K. Laabs, Vice President, of TOWNE REALTY, INC, manager of TI INVESTORS OF CALEDONIA LLC at Milwaukee, Milwaukee County, Wisconsin, on this 28th day of April, 2023.

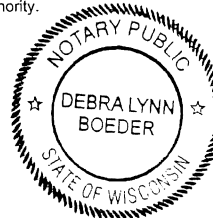
In the presence of: TI INVESTORS OF CALEDONIA LLC,
By: TOWNE REALTY, INC, Manager

Susan K. Laabs
Name (signature) - Title Susan K. Laabs, Vice President

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 28th day of April, 2023, Susan K. Laabs (title)
Vice President, of TOWNE REALTY, INC, manager of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such
Vice President (title) of said TOWNE REALTY, INC, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Debra Lynn Boeder
Notary Public
Name: Debra Lynn Boeder
State of Wisconsin
My Commission Expires: 03/05/2025

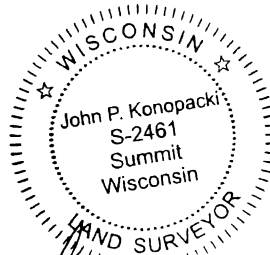


VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Caledonia on this 6 day of September, 2022

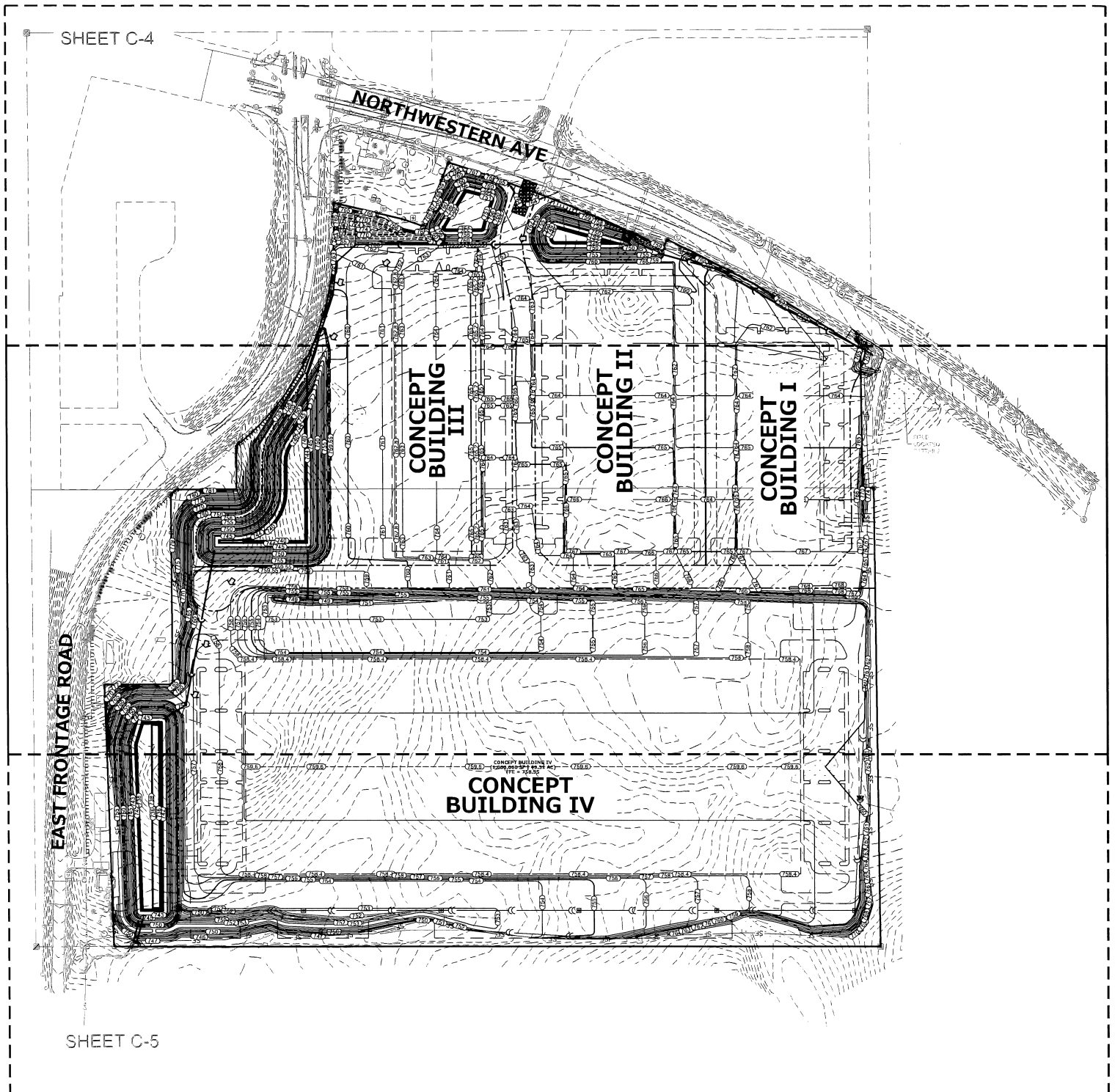
May 4, 2023
Date

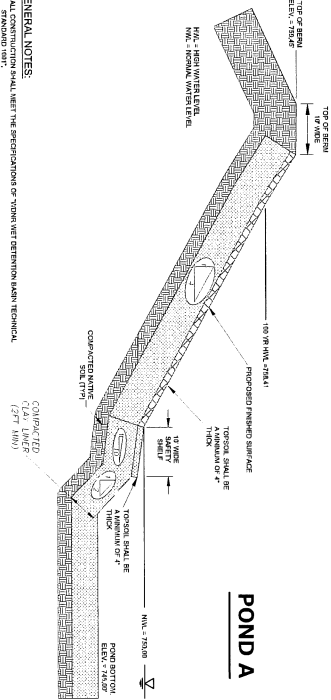
Joslyn M. Hoeffert
Joslyn M. Hoeffert, Village Clerk



ADJACENT OWNERS

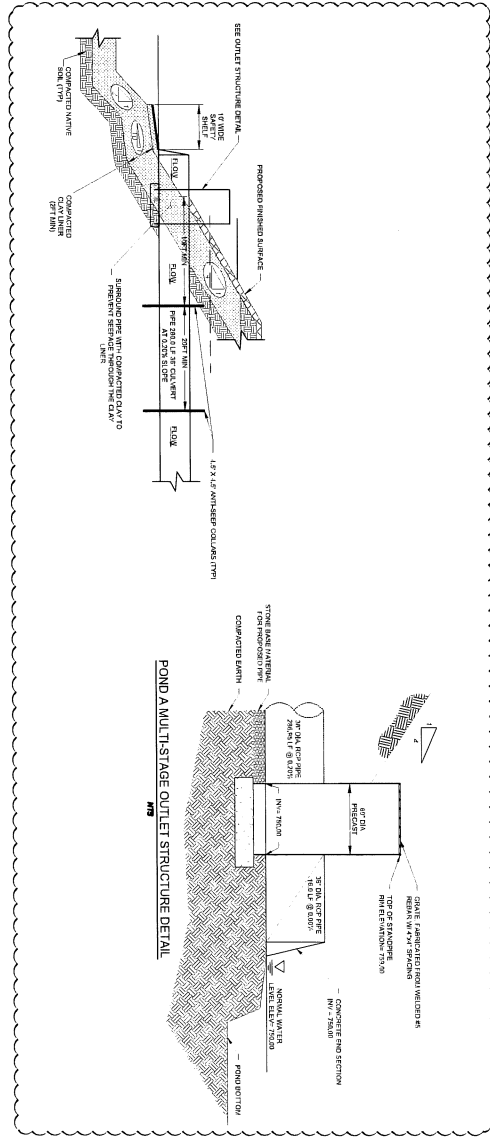
- A - TAX KEY #104-04-22-30-042-000, UNPLATTED LANDS, OWNER: HRIBAR. MARCH 30, 2023
- B - TAX KEY #104-04-22-30-044-000, UNPLATTED LANDS, OWNER: RGM PARTNERS LLC.
- C - TAX KEY #104-04-22-30-048-000, UNPLATTED LANDS, OWNER: SOLFEST TRUST.
- D - TAX KEY #104-04-22-30-049-000, UNPLATTED LANDS. OWNER: FORNES.





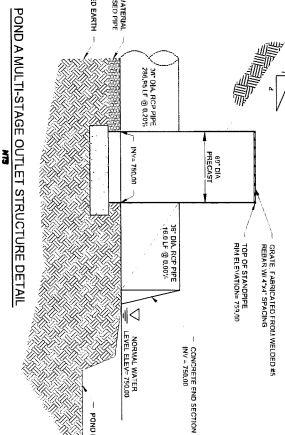
- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF YOUR VET DEFENSE MAIN TECHNICAL SPECIFICATION.
 2. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF YOUR VET DEFENSE MAIN TECHNICAL SPECIFICATION.
 3. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF YOUR VET DEFENSE MAIN TECHNICAL SPECIFICATION.
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 10. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF YOUR VET DEFENSE MAIN TECHNICAL SPECIFICATION.

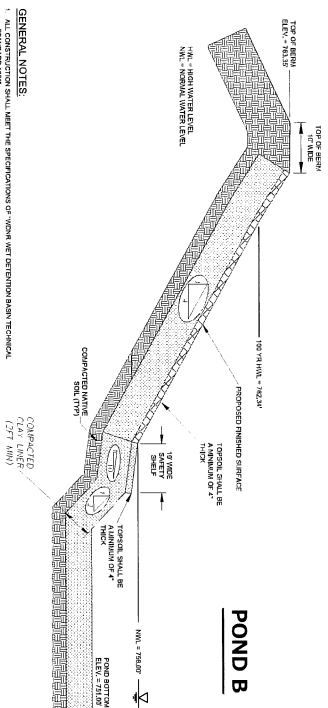
POND A CROSS SECTION



- NOTES:**
1. DRAINAGE SHALL BE PROVIDED AND SHALL BE SUCH THAT THE COULMERS ARE...
 2. DRAINAGE SHALL BE PROVIDED AND SHALL BE SUCH THAT THE COULMERS ARE...
 3. DRAINAGE SHALL BE PROVIDED AND SHALL BE SUCH THAT THE COULMERS ARE...
 4. DRAINAGE SHALL BE PROVIDED AND SHALL BE SUCH THAT THE COULMERS ARE...
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 7. DRAINAGE SHALL BE PROVIDED AND SHALL BE SUCH THAT THE COULMERS ARE...
 8. DRAINAGE SHALL BE PROVIDED AND SHALL BE SUCH THAT THE COULMERS ARE...
 9. DRAINAGE SHALL BE PROVIDED AND SHALL BE SUCH THAT THE COULMERS ARE...
 10. DRAINAGE SHALL BE PROVIDED AND SHALL BE SUCH THAT THE COULMERS ARE...

POND A OUTLET PIPE

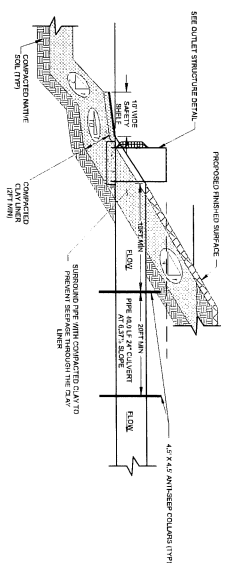




POND B

- GENERAL NOTES:**
1. ALL CONSTRUCTION SHALL MEET THE SPECIFICATIONS OF "WATER RETENTION BASIN TECHNIQUE" (2010) BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
 2. ALL WORK TO BE CONDUCTED IN ACCORDANCE WITH THE EROSION MANAGEMENT PLAN FOR THE PROJECT.
 3. REPAIRING A INSTALLATION WITHIN THE BASIN SHALL BE IN ACCORDANCE WITH (2010) CHAPTER 1 WITH RUBBER GASKET.
 4. OWNER OR CONTRACTOR MUST CONSULT LANDSCAPE ARCHITECT ON ECOLOGICAL PLANNING AGENCY FOR ANY PLANTING OR LANDSCAPING REQUIREMENTS.
 5. CLAYLINES SHALL BE A MINIMUM OF 2 FEET THICK. CLAY SHALL BE COMPACTED AT 120% OPTIMAL MOISTURE CONTENT TO THE REQUIRED PROOF ROLLING DEPTH TO THE COMPACTION PLATE. THE COMPACTION SHALL BE VERIFIED BY FIELD TESTING AT 10% INTERVALS TO THE REQUIRED DEPTH.
 6. FOR COMPACTION, MEASUREMENT, THE PROPOSED POND IS TO BE COMPACTED AT 120% OPTIMAL MOISTURE CONTENT TO THE REQUIRED PROOF ROLLING DEPTH TO THE COMPACTION PLATE. THE COMPACTION SHALL BE VERIFIED BY FIELD TESTING AT 10% INTERVALS TO THE REQUIRED DEPTH.

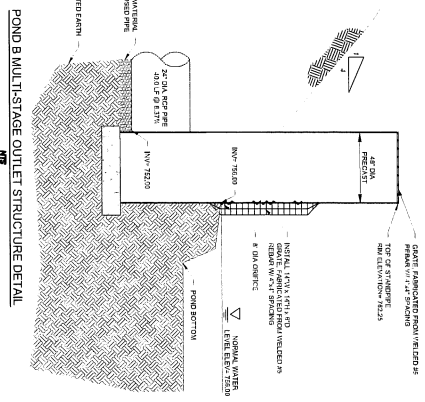
POND B CROSS SECTION



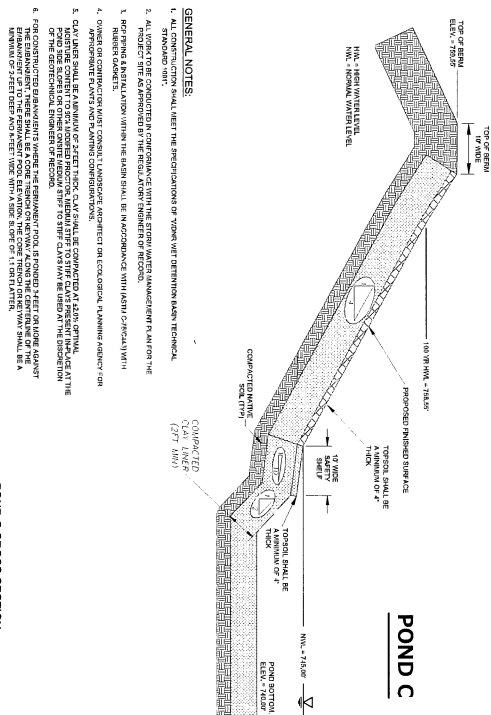
NOTES:

1. CONSTRUCTION SHALL POSITION AN INLET PIPE SUCH THAT THE COLLARS ARE IN CONTACT WITH THE POND BOTTOM.
2. INLET PIPE SHALL BE CONSTRUCTION SPECIFIC TO PREVENT SEWERAGE DEPOSITION.

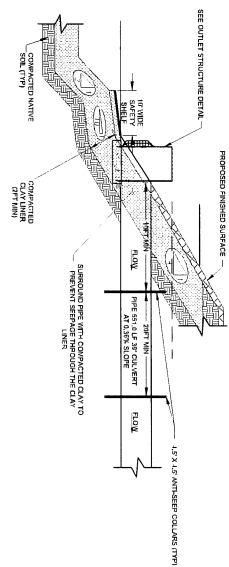
POND B OUTLET PIPE



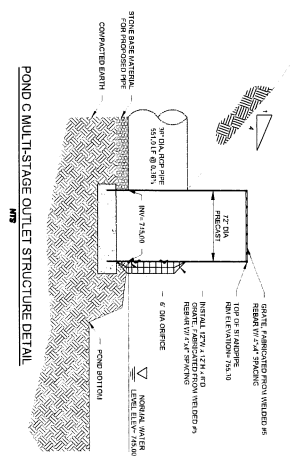
POND B MULTI-STAGE OUTLET STRUCTURE DETAIL



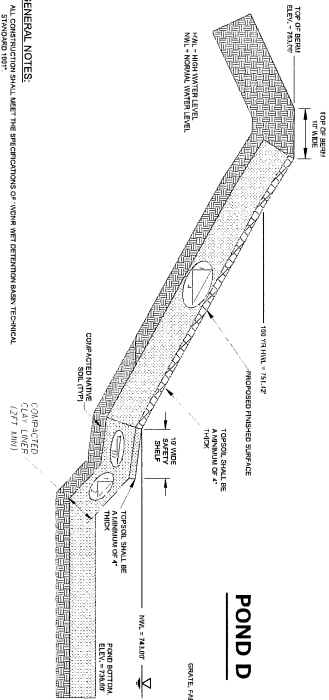
POND C CROSS SECTION
NTB



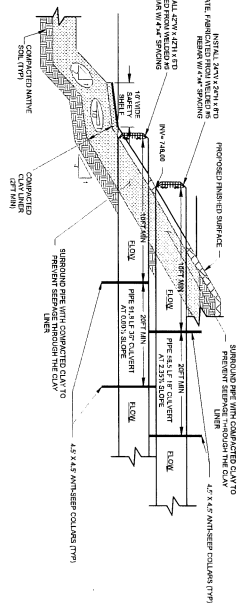
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MTS



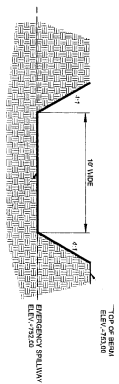
POND C MULTI-STAGE OUTLET STRUCTURE DETAIL



POND D



POND D CROSS SECTION
NTB



POND D OUTLET PIPE
MFS

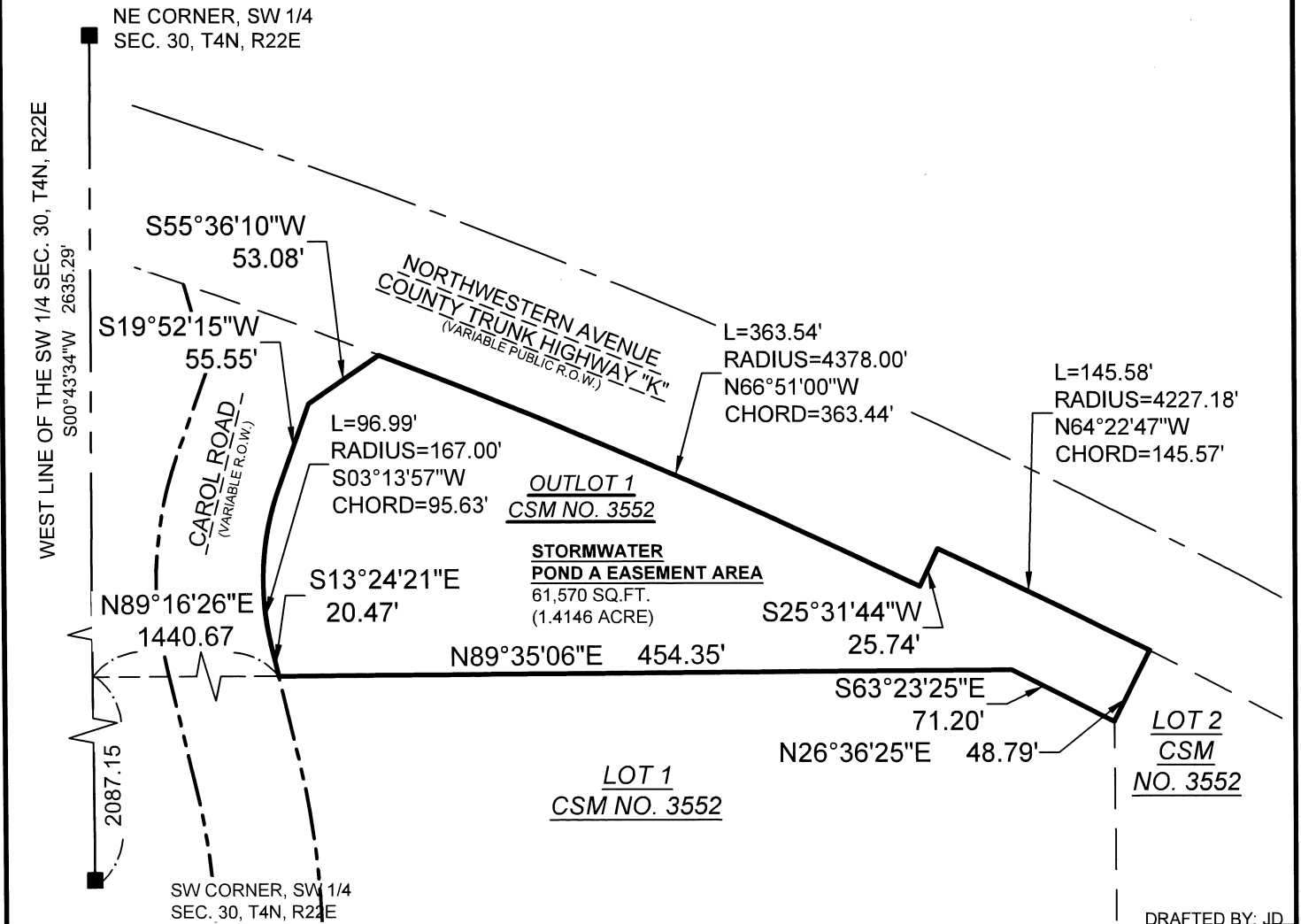
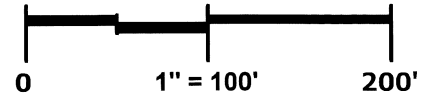
POND D BROAD CRESTED WEIR

LEGAL DESCRIPTION:

Outlot 1 of Certified Survey Map No. 3552, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



GRAPHICAL SCALE (FEET)



STORMWATER POND A EASEMENT AREA

SHEET 1 OF 4 01/03/2024

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

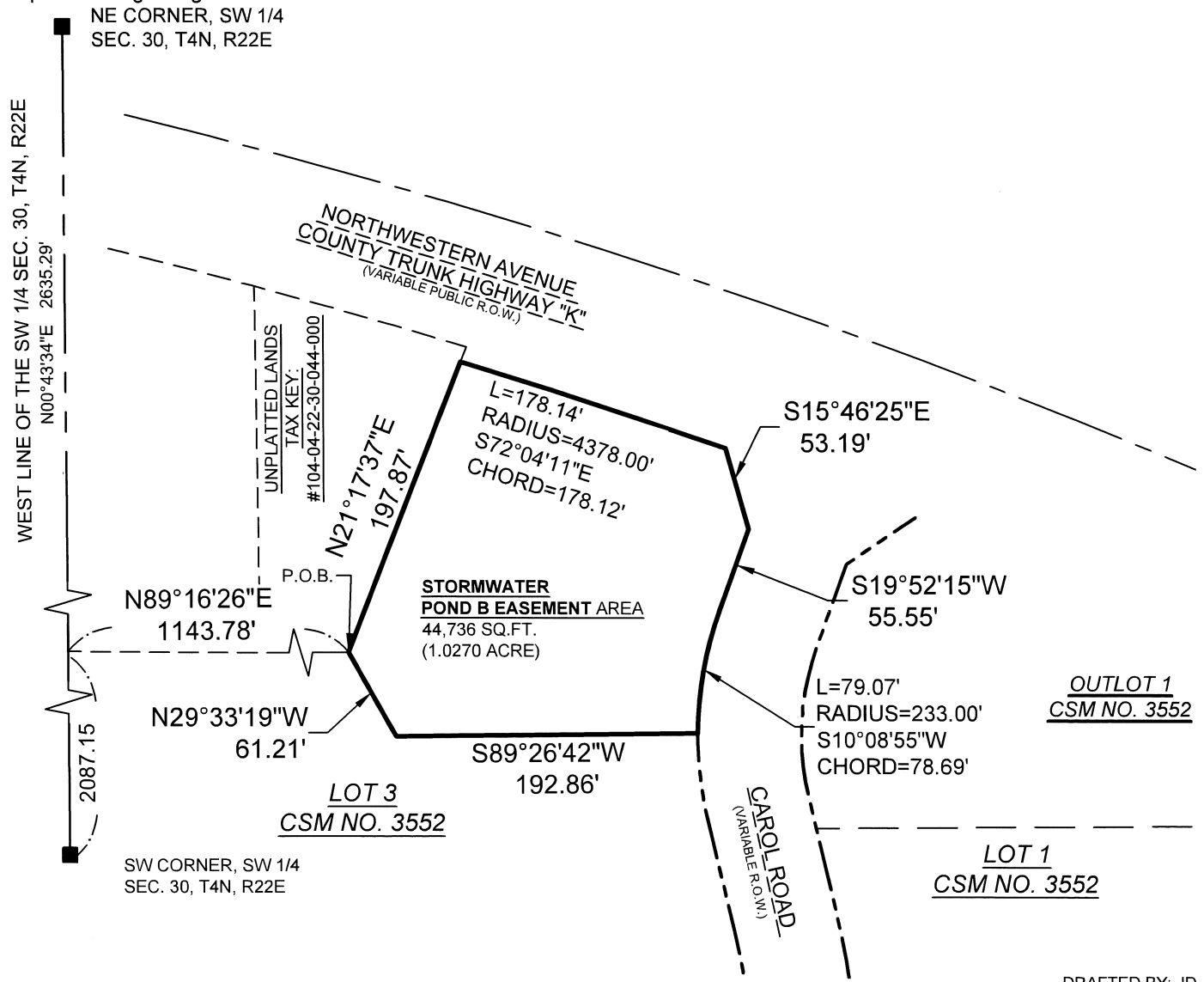
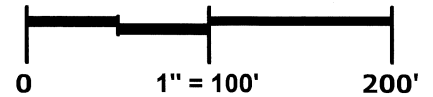
PEG JOB#1912.00

LEGAL DESCRIPTION:

That part of Lot 3 of Certified Survey Map No. 3552, being a part of the Northeast 1/4, and the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Southwest 1/4 section; thence North $00^{\circ}43'34''$ East along the west line of said Southwest 1/4 section, 2087.15 feet; thence North $89^{\circ}16'26''$ East 1143.78 feet to the point of beginning;

Thence North $21^{\circ}17'37''$ East, 197.87 feet to the southerly right of way line of Northwestern Avenue and a point on a curve; thence southerly 178.14 feet along said right of way line and the arc of said curve to the right, whose radius is 4378.00 feet and whose chord bears South $72^{\circ}04'11''$ East, 178.12 feet to the west right of way line of Carol Road; thence South $15^{\circ}46'25''$ East along said west right of way line, 53.19 feet; thence South $19^{\circ}52'15''$ West along said right of way line, 55.55 feet; thence southwesterly 79.07 feet along said west right of way line and the arc of said curve to the right, whose radius is 233.00 feet, and whose chord bears South $10^{\circ}08'55''$ West, 78.69 feet; thence South $89^{\circ}26'42''$ West, 192.86 feet; thence North $29^{\circ}33'19''$ West, 61.21 feet to the point of beginning.

**GRAPHICAL SCALE (FEET)**

DRAFTED BY: JD

STORMWATER POND B EASEMENT AREA**SHEET 2 OF 4** 01/03/2024**PINNACLE ENGINEERING GROUP****PLAN | DESIGN | DELIVER**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

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PEG JOB#1912.00

LEGAL DESCRIPTION:

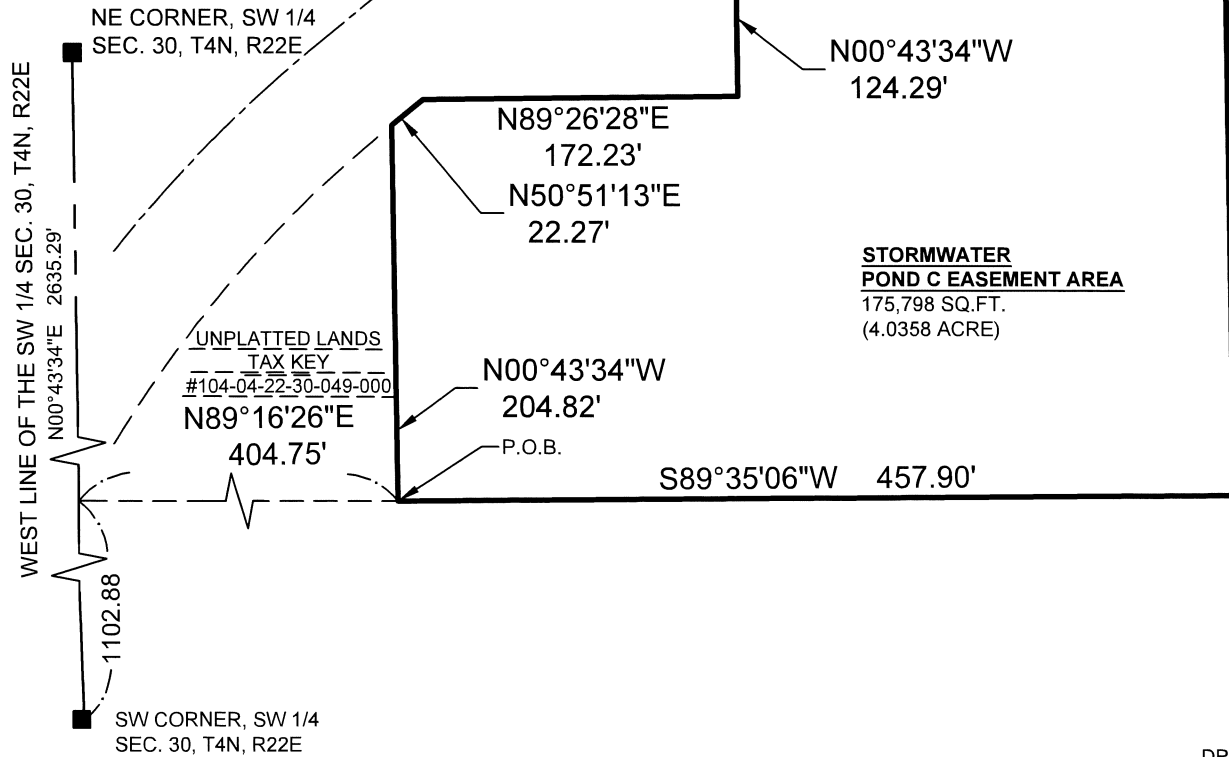
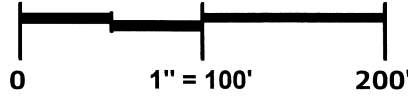
That part of Lot 3 of Certified Survey Map No. 3552, being a part of the Northwest 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Southwest 1/4 of said Section 30; thence North 00°43'34" East along the west line of said Southwest 1/4 section, 1102.88 feet; thence North 89°16'26" East 404.75 feet to the point of beginning;

Thence North 00°43'34" West, 204.82 feet to the southerly right of way of East frontage Road; thence North 50°51'13" East along said right of way, 22.27 feet; thence North 89°26'28" East along said right of way line, 172.23 feet; thence North 00°43'34" West along said right of way line, 124.29 feet to a point on a curve; thence northeasterly 505.14 feet along said right of way line and the arc of said curve to the left, whose radius is 758.00 feet and whose chord bears North 32°01'13" East, 495.84 feet; thence South 00°43'34" East, 761.98 feet; thence South 89°35'06" West, 457.90 feet to the point of beginning.



GRAPHICAL SCALE (FEET)



DRAFTED BY: JD

STORMWATER POND C EASEMENT AREA**SHEET 3 OF 4** 01/03/2023**PINNACLE ENGINEERING GROUP****PLAN | DESIGN | DELIVER**

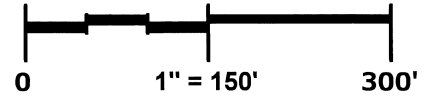
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB #1912.00



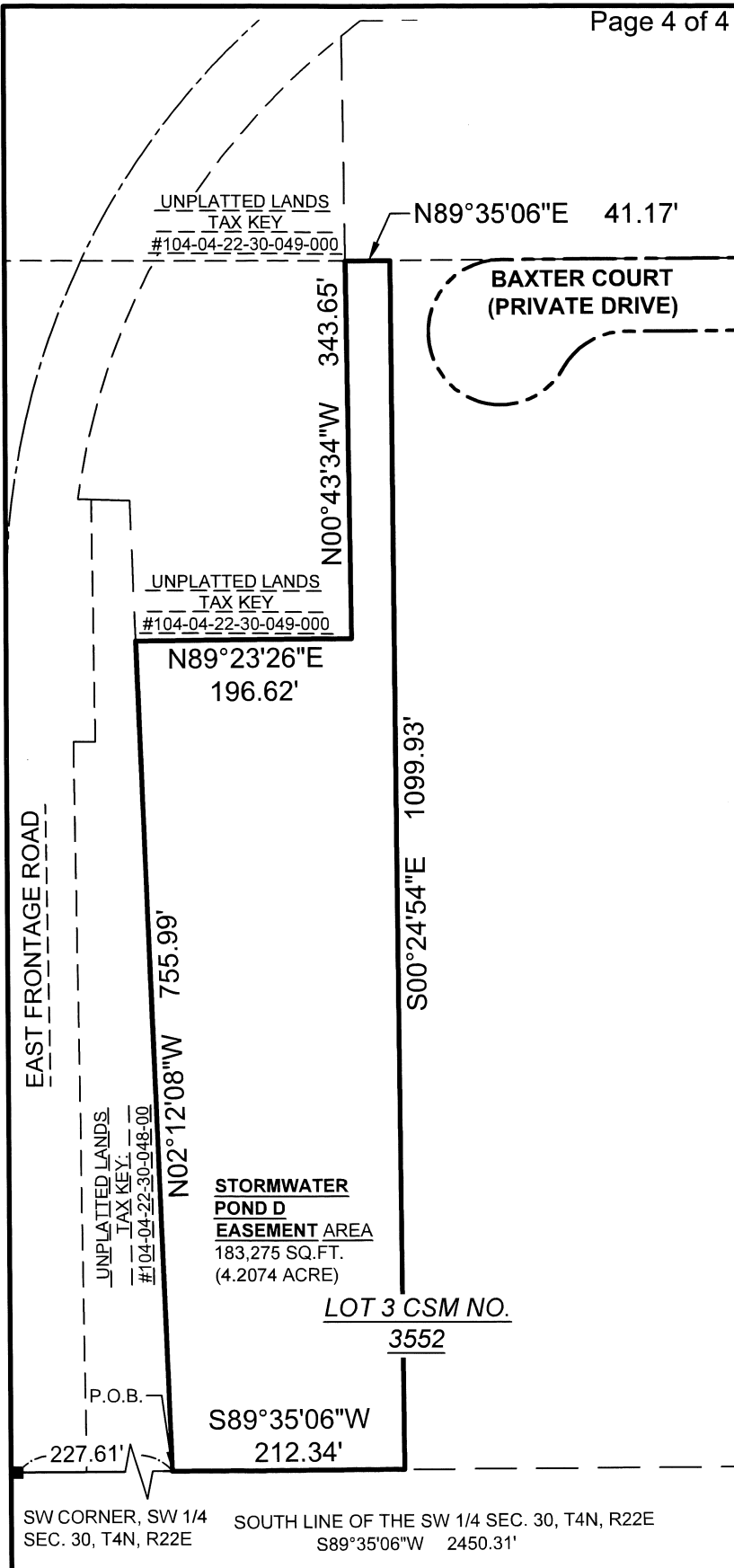
GRAPHICAL SCALE (FEET)



LEGAL DESCRIPTION:

That part of Lot 3 of Certified Survey Map No. 3552, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 3 of said Certified Survey Map No 3552; thence North 02°12'08" West along the west line of said Lot 3, 755.99 feet; thence North 89°23'26" East, 196.62 feet; thence North 00°43'34" West, 343.65 feet; thence North 89°35'06" East, 41.74 feet; thence South 00°24'54" East, 1099.93 feet to the south line of said Lot 3; thence South 89°35'06" West along said south line, 212.34 feet to the point of beginning.



DRAFTED BY: JD

STORMWATER POND D EASEMENT AREA

SHEET 4 OF 4 01/03/2024

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB #1912.00

RESOLUTION NO. 2024-025

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA AUTHORIZING
THE AWARDING OF A CONTRACT FOR HOT MIX ASPHALT PAVING IN THE VILLAGE OF
CALEDONIA FOR 2024**

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

WHEREAS, the Village of Caledonia has requested bids for hot mix asphalt paving of various roads within the Village for 2024. Two bids were received on January 28, 2024 and read publicly at 2:31 p.m. The low bidder was Payne & Dolan, Inc.; and

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Payne & Dolan, Inc. for hot mix asphalt paving and resurfacing of various roads in the Village of Caledonia in 2023 as described in the bid tab **(Exhibit A)** which is attached hereto and incorporated herein, is authorized, and approved, at the following rates:

BASE BID

- | | |
|---|---------------|
| 1. Hot Mix Asphalt Surface Course
(5 MT 58-28 S) | \$74.30 / TON |
| 2. Hot Mix Asphalt Binder Course
(3 MT 58-28 S) | \$65.00 / TON |
| 3. LRIP HMA Surface Course
(5 MT 58-28 S) | \$74.30 / SY |
| 4. Hot Mix Asphalt Binder Patch
(Nominal 4" Depth) | \$47.80 / SY |
| 5. Asphalt Milling (Full Width) | \$2.20 / SY |
| 6. LRIP Asphalt Milling Asphalt Milling | \$2.20 / SY |
| 7. Asphalt Milling (Special) | \$7.45 / SY |
| 8. Fine Grading for New Subdivision Road | \$1.55/ SY |

BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts, agreements or other 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 February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

RESOLUTION NO. 2024-026

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
REVIVING THE PERSONNEL COMMITTEE OF THE VILLAGE BOARD FOR THE
LIMITED CAPACITY OF GRIEVANCE APPEALS.**

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

WHEREAS, current contracts with the Caledonia Professional Policeman's Association Local No. 403 and Village of Caledonia Firefighters Local 2740 of The International Association of Firefighters have grievance procedures that include a hearing process at the Village's Personnel Committee; and

WHEREAS, the Employee Handbook currently has a grievance procedure that includes a hearing process at the Village's Personnel Committee; and

WHEREAS, the Personnel Committee was put into an inactive status so that the Village Board could operate under a Committee of the Whole structure.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Personnel Committee be reactivated for the limited role of grievance hearings for the Fire Department, Police Department, and general employees pursuant to their respective documents on grievance procedure.

AND BE IT FURTHER RESOLVED, that the members at the time of the Personnel Committee's inactive status, President Thomas Weatherston and Trustee Dale Stillman, be reactivated as members of the Personnel Committee at the time of the Personnel Committee's reactivation.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of February, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

**RESOLUTION NO. 2024-027
(2-13-2024)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO
APPROVE A VARIANCE FOR 6243 CHARLES STREET FROM THE
SEWER SERVICE CHARGE**

WHEREAS, Ms. Jody Kardos constructed a detached garage with living space (bedroom, bathroom, & laundry facilities) on her property at 6243 Charles Street starting in 2018 and completing in 2019.

WHEREAS, prior to constructing the detached garage, Ms. Kardos was informed that she would be charged for an additional unit of Sewer (Sewer Service Charge) due to the separate living space in a second structure on the property per Ordinance 9-4-7(b)(1)j. The second unit of Sewer was added to the Utility Bill on August 14, 2019, upon connection of the detached garage to the sanitary sewer system.

WHEREAS, Ms. Jody Kardos attended the Caledonia Utility District meetings in December 2023 and January 2024 to raise concern about the Utility Bill for her home at 6243 Charles Street. Specifically, the charge for the second unit of Sewer.

WHEREAS, at the December 2023 Caledonia Utility District Meeting, the Caledonia Utility District Commission directed Director Bunkelman to review the billing system to find out if there were similar situations within the District and how those situations are billed.

WHEREAS, at the January 2024 Caledonia Utility District Meeting, Director Bunkelman reported that there were 3 similar situations to Ms. Kardos and soon to be a 4th. With this information, the Caledonia Utility District moved to *Recommend that no changes are made to the Utility Bill at 6243 Charles Street reducing the number of sewer units.* Motion carried 5-0.

WHEREAS, attached to this Resolution is **Exhibit A**, which is the January 5, 2024 Memorandum from Director Bunkelman to the Caledonia Utility District.

WHEREAS, Ms. Kardos appealed this decision and was heard at the January 23, 2024 meeting of the Committee of the Whole.

WHEREAS, attached to this Resolution is **Exhibit B**, which is the January 17, 2024 Memorandum from Director Bunkelman to the Committee of the Whole.

WHEREAS, at the January 23, 2024 meeting of the Committee of the Whole, the Committee made a *motion to approve a variance and move item to the Village Board.* Motion carried 4-2. The Committee of the Whole also made a *motion to direct staff to prepare appropriate conditions to attach to the variance.* Motion carried 5-1.

WHEREAS, staff has prepared appropriate conditions to be reviewed and accepted by the Village Board, the variance should be approved subject to review and acceptance of the following:

- The usage of water/sewer for the single-family home and detached garage combined at 6243 Charles Street at this time is equal to or less than the usage of a single-family home.
- Changing Ordinance 9-4-7(b)(1)j is not appropriate.
- If the detached garage is rented, whether short-term or long-term, or lived in, whether as a temporary or permanent residence, this variance shall become null and void and the detached garage will again be charged for a second unit of sewer.
- Nothing herein shall constitute an approval for occupancy of this unit as a dwelling unit and any such use or occupancy is specifically prohibited in this zoning district and on this property.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a variance to reduce the number of sewer units to 1 (from 2 units per Ordinance), for 6243 Charles Street with a single-family home and detached garage (both connected to the sanitary sewer system) for Ms. Jody Kardos be approved subject to the conditions above.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of February 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

MEMORANDUM

DATE: Friday, January 5, 2024

TO: Caledonia Utility District

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

RE: 6243 Charles Street – Utility Bill Concern



BACKGROUND INFORMATION

At the December Utility District Commission meeting, Ms. Jody Kardos was present and raised a concern about how she was being charged for Sanitary Sewer on her property. Ms. Kardos recently built a detached garage and as part of the construction of the garage, living space was incorporated into the garage. Prior to the construction of the garage, Ms. Kardos was informed that she would be charged for 2 units of sewer due to the living space. Ms. Kardos is now contesting that she should not be charged with 2 units of sewer.

Director Bunkelman provided a couple of examples of where he believe that the same scenario exists and was directed to review the billing system to find out if there are similar situations and how those situations are billed. The Commission wants to be consistent and not set precedence.

After reviewing the billing system there are 3 situations that are similar to Ms. Kardos where the property is charged multiple units of sewer. These are 5509 Middle Road, 2714 4 ½ Mile Road, and 9519 Caddy Lane. A 4th situation will be updated shortly pending the release of an occupancy permit at 6651 Charles Street.

After review of the billing system and similar situations billed identical, it is recommended that there are no changes made to the utility bill at 6243 Charles Street.

RECOMMENDATION

Move to recommend that no changes are made to the Utility Bill at 6243 Charles Street reducing the number of sewer units.

MEMORANDUM

DATE: Wednesday, January 17, 2024

TO: Committee of the Whole

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

RE: 6243 Charles Street – Utility Bill Concern



BACKGROUND INFORMATION

At the December Utility District Commission meeting, Ms. Jody Kardos was present and raised a concern about how she was being charged for Sanitary Sewer on her property. Ms. Kardos recently built a detached garage and as part of the construction of the garage, living space was incorporated into the garage. Prior to the construction of the garage, Ms. Kardos was informed that she would be charged for 2 units of sewer due to the living space. Ms. Kardos is now contesting that she should not be charged with 2 units of sewer.

Director Bunkelman provided a couple of examples of where he believed that the same scenario exists and was directed to review the billing system to find out if there are similar situations and how those situations are billed. The Commission wants to be consistent and not set precedence.

After reviewing the billing system there are 3 situations that are similar to Ms. Kardos' where the property is charged multiple units of sewer for a detached garage. These are 5509 Middle Road, 2714 4 ½ Mile Road, and 9519 Caddy Lane. A 4th situation will be updated shortly pending the release of an occupancy permit at 6651 Charles Street.

The Caledonia Utility District at their January Meeting made the following motion upon receiving the information on the other properties with similar sewer charges. Trustee Wishau moved to recommend that no changes are made to the Utility Bill at 6243 Charles Street reducing the number of sewer units. Seconded by Commissioner Kaplan. Motion carried 5-0.

Ms. Kardos suggests that Ordinance 9-4-7(b)(1)(j) be reviewed by the Commission and have the range of sewer units charged for a Garage changed from 1 to 2 to 0 to 2. She feels that this would allow a situation like hers to have the sewer charge reduced. The Commission informed Ms. Kardos that Ordinances are not determined or set by the Commission and that she would need to appeal to the Committee of the Whole and the Village Board.

It is anticipated that Ms. Kardos will attend the Committee of the Whole meeting to present her case to change the Ordinance. Staff recommends that the Ordinance remain as currently written.

RECOMMENDATION

Move to keep Ordinance 9-4-7(b)(1)(j) as written subject to the following:

- 1. Incorporating living space into the detached garage can increase the amount of sewer discharge created by the property.**
- 2. The detached garage could be utilized as a rental unit (pending proper Zoning).**
- 3. Ms. Kardos was informed prior to the construction of the detached garage that with living space incorporated into the garage that the property would be charged for an additional unit of sewer.**
- 4. Changing the Ordinance would affect other properties with the same situation which generate the same or increased sanitary sewer flow.**

Sec. 145.245(1)(a), as amended from time-to-time, or sooner if any applicable Federal law, Wisconsin Statute, Wisconsin Administrative Code, Racine County ordinance or other local regulation so requires. Notwithstanding the time-period required for connection to a public sewer main, the owner of any parcel served by a system that has failed shall take immediate action to address the Failure and abate any health hazard that may be caused by such Failure.

- (2) **Other Use.** The owner of a Building zoned for any other purpose shall have all plumbing connected to a sewer main at the expense of the Building's owner if any part of the parcel, upon which the Building is located, is within 500 feet of a sewer main or the right-of-way in which a sewer main is located.
- (c) **Time to Connect and Connection Charge.** The connection shall be made within six (6) months from the date the owner or occupant of the property receives written notice from the Village or District that a sewer main is available to serve the property and the applicable connection charge shall be paid to the District and Village in accordance with Section 9-4-5 of the Village's Code of Ordinances.
- (d) **Sewerage Charge.** The initial sewerage charge applicable to the property shall be due when the connection to the sewer main is made, or sixty (60) days after written notice of sewer availability is given to the owner or occupant of the property, whichever comes first, whether or not a building on the premises is inhabited or not. This charge shall be due and payable regardless of whether the connection is made and/or whether the service is utilized once connected. Subsequent charges become due and payable on a quarterly basis.
- (e) **Connection to Manholes Prohibited.** Connections shall be made to the sewer main and not directly to a manhole, unless written permission is granted by the District Manager, and the connection is made as directed.
- (f) **Repair and Maintenance.** The property owner shall be responsible for (1) all repair, replacement and maintenance costs associated with the lateral from the private property line to the building being served, and (2) all costs associated with lateral cleaning and root removal from the sewer main to the building being served. Except for cleaning and root removal costs, the Utility shall be responsible for all repairs, replacement and maintenance costs for that portion of the lateral contained within the public road right-of-way.

SEC. 9-4-7 BASIS FOR SEWER SERVICE CHARGES.

- (a) **Basis.** It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare, and convenience of the Village of Caledonia to levy and collect charges, rentals, or rates of service upon all the lands, lots, premises and additions served by the sanitary sewerage system of the Utility District.
- (b) **Sewer Customers.**
 - (1) Customers of the sewerage system of the District and additions shall be assessed upon the basis of the following units:

<u>Type Of Customer</u>	<u>Charge Units</u>
a. Single Family Dwelling	1
b. House Trailer	1
c. Multiple Family Dwelling	1st Unit = 1; Each Additional Unit = .75

d.	Store	1 to 10
e.	Tavern	2
f.	Bowling Alley	1 for each 4 alleys
g.	Hotel or Motel	1 for each 4 rooms
h.	Lunch Room	1 to 2
i.	Restaurant	1 to 10
j.	Garage	1 to 2
k.	Gas Station	1 to 2
l.	School	1 for each 50 pupils
m.	Church	1 to 5
n.	Hall	1 to 5
o.	Office Building	1st Unit = 1; Each Additional Unit = .75
p.	Building for Commercial/ Industrial Rentals	1st Unit = 1; Each Additional Unit = .75
q.	Post Office	1 to 2
r.	Barber/Beauty Shop	1 to 5
s.	Warehouse	1 to 10
t.	Club House	1 to 2
u.	Shops (Print, Welding, Shoemaker, Blacksmith, etc.)	1 or more
v.	Bakery	1 to 5
w.	Funeral Home	1 to 5
x.	Greenhouse	1 to 5
y.	Bank	1 to 5
z.	Feed Mill	1 to 5
aa.	Railroad Depot	1 to 10

- (2) Where the number of charge units specified above are variable or in a range, the District shall determine the number of such charge units as to reflect the estimated volume of sewerage that will emanate from the customer in comparison with the usual volume emanating from a single family dwelling. In no event shall any customer pay less than one charge unit.
 - (3) Where the customer is not listed above, the District shall determine the number of charge units by (a) estimating the volume of sewerage that will emanate from the customer in comparison with the usual volume emanating from a single family dwelling or (b) estimating the volume of sewerage that will emanate from the customer based upon the metered volume of water used by the customer as compared to the usual volume of water used in a single family dwelling.
 - (4) The District may increase or decrease, in its sole discretion, the number of charge units where the above schedule would result in an inequitable charge to the customer and/or would result in an insufficient number of charge units.
- (c) **Amount of Sewer Service Charges.**
- (1) Category A. Customers as defined in s. 9-4-3(a)(3) shall pay a total service charge of \$170.00/quarter, effective September 15, 2022.
 - (2) Category B. Customers as defined in s. 9-4-3(a)(4) shall pay a user charge, as determined by the District, based upon (without limitation) the costs of collection,

Tony Bunkelman

From: Megan O'Brien
Sent: Tuesday, January 9, 2024 11:38 AM
To: Megan O'Brien
Subject: FW: January 11th Commision Meeting

All,

Please see the attached email from Lee Wishau.

Thank you,

Megan O'Brien

Public Services Administrative Coordinator



5043 Chester Lane, Racine, WI 53402
Village Hall: 262-835-4451 | Direct 262-835-6435
Email: mobrien@caledonia-wi.gov
Website: Caledonia-wi.gov

From: Lee Wishau <LWishau@caledonia-wi.gov>
Sent: Tuesday, January 9, 2024 11:36 AM
To: Megan O'Brien <MOBrien@caledonia-wi.gov>
Subject: Fw: January 11th Commision Meeting

Please forward to all utility commission members.

Thanks,
Lee

From: Jody Kardos <jjkardos1@gmail.com>
Sent: Monday, December 18, 2023 9:52 AM
To: Lee Wishau <LWishau@caledonia-wi.gov>
Cc: Fran Martin <fmartin@caledonia-wi.gov>
Subject: January 11th Commision Meeting

Lee,
Good morning. At the Dec. 6th Utility District meeting during our conversation regarding the added sewer charge unit/s associated with the addition of a garage, it was explained to me that my added sewer charge unit was imposed because I chose to add a separate meter onto the water lateral rather than attempt to tunnel under the house and up under the foundation/slab and kitchen sink base area to attach the garage water pipe to the existing house meter.

Again, the *combined* water and sewer usage of my *house and garage*, which now includes a washing machine and second bathroom, does not exceed the usage of other single-family dwellings having one kitchen sink, two bathrooms, and a washing machine.

So that all customers in the same or similar situation may be charged equitably, rather than ask for a special exemption from the added sewer charge for my garage, I'd like to request that the Commision discuss and vote on a proposal to change," Chapter 4 - Caledonia Sewer Utility District Regulations and Rates SEC. 9-4-7 (b)," removing, "j. Garage," and instead adding a statement that garages, whether attached or detached from, "a. Single Family Dwelling," and whether metered on a shared meter or metered separately on the same lateral be included in the assigned single charge unit for a single-family dwelling.

Because the additional sewer usage for any garage, whether attached or detached, would likely not cause combined volume of sewer usage to exceed the range of usage for single- family dwellings or justify doubling the sewer bill, and the location of the metering should not dictate charging a double flat rate for a home's sewer bill, making this change would be fair and equitable to the Village of Caledonia Utility District customers.

Very Best Regards,

Jody J. Kardos
m:414.837.8928

RESOLUTION NO. 2024-028

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO VOTE TO APPROVE THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ENDO INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS AS RECOMMENDED BY THE OFFICIAL COMMITTEE OF OPIOID CLAIMANTS

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

WHEREAS, the Village decided on or about November of 2019 to remain in the negotiation class of *In. re: National Prescription Opiate Litigation*, Case No. 17-md-2084, multidistrict litigation against opioid manufacturers, distributors, and retailers (the “Opioid Defendants”) before Judge Dan A. Polster in the District Court for the Northern District of Ohio; and

WHEREAS, Endo International PLC, an Opioid Defendant, filed for Chapter 11 bankruptcy in 2022; and

WHEREAS, as part of the Chapter 11 Bankruptcy proceedings, a Plan of Reorganization (the “Plan”) must be approved by the voting members of the class; and

WHEREAS, the Village was recently notified of its right (as a member of Class 6(B) Local Government Opioid Claims) to vote to accept or reject the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and its Affiliated Debtors based on the claim that was submitted to the bankruptcy court as set forth in the attached Exhibit A; and

WHEREAS, the Official Committee of Opioid Claimants has recommended to the claimant municipalities that a vote in favor of the Plan is the most prudent way to proceed on the bankruptcy claim against Endo International PLC; and

WHEREAS, the Village Attorney recommended that unless the Village intends to litigate a claim directly against Endo International PLC, it should opt into the releases and vote in favor of the Plan based on the benefit to the municipality as well as the benefit to the broader class of claimants.

NOW, THEREFORE, BE IT RESOLVED THAT the Village President and Clerk are authorized to execute and submit such a ballot in favor of the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International PLC and its Affiliated Debtors, and Village staff are authorized to take such actions consistent with this action by the Board.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this
_____ day of _____, 2024.

VILLAGE OF CALEDONIA

By: _____
Tom Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

ENDO INTERNATIONAL plc, et al.,

Debtors.¹

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

**JOINT (I) BALLOT FOR VOTING TO ACCEPT OR REJECT THE SECOND
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ENDO
INTERNATIONAL PLC AND ITS AFFILIATED DEBTORS AND (II) PROXY FOR
VOTING ON SCHEME OF ARRANGEMENT OF ENDO INTERNATIONAL PLC**

CLASS 6(B) – LOCAL GOVERNMENT OPIOID CLAIMS

**IF YOU ARE A HOLDER OF A CLASS 6(B) LOCAL GOVERNMENT OPIOID CLAIM,
PLEASE NOTE THE FOLLOWING IMPORTANT POINTS:**

- **SUBMITTING A BALLOT DOES NOT AFFECT YOUR ABILITY TO PARTICIPATE IN YOUR STATE OR TERRITORY'S OPIOID ABATEMENT PROGRAMS, INCLUDING IN SUCH PROGRAMS FUNDED FROM THE PUBLIC OPIOID TRUST, TO THE EXTENT APPLICABLE TO LOCAL GOVERNMENTS.**
- **ONLY HOLDERS OF CLASS 6(A) STATE OPIOID CLAIMS THAT VOTE IN FAVOR OF THE PLAN WILL BE ABLE TO PARTICIPATE IN THE PUBLIC OPIOID TRUST.**
- **PLEASE REVIEW THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS AND OPTIONS BEGINNING AT ITEM 2 OF THIS BALLOT PRIOR TO DECIDING WHETHER TO OR HOW TO VOTE ON THE PLAN.**

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE EMAIL THE SOLICITATION AGENT AT ENDOINFO@RA.KROLL.COM (WITH "ENDO SOLICITATION INQUIRY" IN THE SUBJECT LINE) OR CALL THE SOLICITATION AGENT AT: (877) 542-1878 (U.S. / CANADA, TOLL-FREE); +1 (929) 284-1688 (INTERNATIONAL, TOLL). YOU MAY ALSO CONTACT THE

¹ The last four digits of Debtor Endo International plc's tax identification number are 3755. Due to the large number of debtors in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Endo>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 1400 Atwater Dr, Malvern PA 19355.



**OPIOID CLAIMANTS' COMMITTEE WITH ANY QUESTIONS AT
ENDOCREDITORINFO@AKINGUMP.COM.**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THIS BALLOT. THIS BALLOT IS BEING SENT TO YOU
TO SOLICIT YOUR (I) VOTE ON THE DEBTORS' PLAN OF REORGANIZATION
AND APPOINT A SPECIAL PROXY TO VOTE ON THE SCHEME OF
ARRANGEMENT AND (II) ELECTION WITH RESPECT TO CERTAIN RELEASES
CONTAINED IN ARTICLE X OF THE DEBTORS' PLAN OF REORGANIZATION.**

**IF YOU ARE A HOLDER OF AN ALLOWED CLASS 6(B) LOCAL GOVERNMENT
OPIOID CLAIM, PLEASE COMPLETE, EXECUTE, AND RETURN THIS BALLOT SO
THAT IT IS ACTUALLY RECEIVED BY KROLL RESTRUCTURING
ADMINISTRATION LLC (THE "SOLICITATION AGENT" OR "KROLL") BY OR
BEFORE 4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024
(THE "VOTING DEADLINE"). DO NOT RETURN THIS BALLOT TO THE
DEBTORS.**

**IF THE DEBTORS' PLAN OF REORGANIZATION IS CONFIRMED BY THE
BANKRUPTCY COURT AND THE DEBTORS' SCHEME OF ARRANGEMENT IS
SANCTIONED BY THE HIGH COURT OF IRELAND, BOTH WILL BE BINDING ON
YOU WHETHER OR NOT YOU HAVE VOTED TO ACCEPT OR REJECT EITHER
ONE. IF YOU DO NOT MAKE THE PROPER ELECTION WITH RESPECT TO
CERTAIN RELEASES CONTAINED IN ARTICLE X OF THE DEBTORS' PLAN OF
REORGANIZATION, THE RELEASES WILL BE BINDING ON YOU.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE,
OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN
THE MATERIALS ENCLOSED WITH THIS BALLOT.**

Endo International plc ("Endo Parent") and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") are soliciting votes to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and Its Affiliated Debtors*, dated January 9, 2024 [Docket No. 3535] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Plan")² as set forth in the *Disclosure Statement with Respect to the Second Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors*, dated January 16, 2024 [Docket No. 3554] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Bankruptcy Court has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on January 12, 2024 [Docket No. 3549] (the "Disclosure Statement Order").

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan, Disclosure Statement, Disclosure Statement Order, Scheme Circular (each as defined herein), or the Solicitation and Voting Procedures (as defined in the Disclosure Statement Order), as applicable.



Entry of the Disclosure Statement Order does not indicate approval of the Disclosure Statement on a final basis or confirmation of the Plan by the Bankruptcy Court.

Endo Parent is concurrently proposing a “scheme of arrangement” under Part 9 of the Irish Companies Act 2014 (the “Scheme”) which will implement certain terms of the Plan in Ireland and affects your rights. The High Court of Ireland (the “Irish High Court”) has approved a Scheme Circular (the “Scheme Circular”) describing the terms of the Scheme, including who it applies to, how it interacts with the Plan, and how to vote to approve or reject the Scheme. Votes in respect of the Scheme will be cast at the Scheme Meetings, which will be held on March 7, 2024, as set out in the Scheme Circular and the Notices of the Scheme Meetings.

You are receiving this Ballot because our records indicate that you are, as of the Voting Record Date (close of business on January 2, 2024), a holder of a Class 6(B) Local Government Opioid Claim against the Debtors. Accordingly, you have the right to (i) vote to accept or reject the Plan, (ii) vote at the relevant Scheme Meeting (in person or by proxy) to accept or reject the Scheme, and (iii) if applicable, make an election (the “Release Election”) regarding the Non-GUC Releases contained in Section 10.3 of the Plan (the “Releases”) as provided in Item 2 below on account of your Class 6(B) Local Government Opioid Claim. You may submit a vote in respect of the Plan, submit a proxy in respect of the Scheme, and make your Release Election as provided at Item 2 below.

You are only required to vote once in respect of the Plan and the Scheme, and you may use this Ballot to submit both a vote in respect of the Plan and a proxy in respect of the Scheme.

For the purpose of the Scheme, the Voting Record Date for General Unsecured Scheme Creditors will be February 22, 2024 (the Voting Deadline under the Plan) (the “General Unsecured Scheme Voting Record Date”). As indicated above, you have received this Ballot and the accompanying Solicitation Package because our records indicate that you are, as of the Voting Record Date under the Plan, a holder of a Class 6(B) Local Government Opioid Claim and therefore are a General Unsecured Scheme Creditor. If you transfer or assign your Claim between the Voting Record Date and the General Unsecured Scheme Voting Record Date, you will not be entitled to attend or vote at the General Scheme Creditors’ Meeting. You will remain entitled to vote on the Plan if you are a holder of a Class 6(B) Local Government Opioid Claim as of the Voting Record Date under the Plan. You should submit your vote in respect of the Plan in accordance with the Solicitation and Voting Procedures, but any vote in relation to the Scheme will not be counted for purposes of the Scheme to the extent there has been a valid transfer or assignment of the applicable Claim prior to the General Unsecured Scheme Voting Record Date.

The transferee or assignee of a relevant Claim transferred or assigned after the Voting Record Date, but prior to the General Unsecured Scheme Voting Record Date, will be entitled to vote on the Scheme at the General Scheme Creditors’ Meeting, and to receive any distribution or consideration in respect of that relevant Claim. In order to do so, the transferee or assignee should contact the Solicitation Agent at endoballots@ra.kroll.com to request and obtain a Scheme Voting Form.



IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 6(B)

As described in more detail in the Disclosure Statement and the Plan, if the Plan is confirmed and the Effective Date occurs, each holder of an Allowed Class 6(B) Local Government Opioid Claim shall receive the following treatment:

On the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Claims, holders of Local Government Opioid Claims shall be eligible to receive distributions from their respective State in accordance with such State's opioid abatement programs, subject to the laws and agreements of such State and such State's opioid abatement programs. For the avoidance of doubt, the treatment provided with respect to this Class 6(B) shall not prevent any Local Government from participating in its respective State's opioid abatement programs as provided by and in accordance with applicable State law and agreements, regardless of whether such Local Government filed a Local Government Opioid Claim and/or voted to accept or reject the Plan.

PLEASE SEE EXHIBIT A FOR IMPORTANT INFORMATION REGARDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN.

If you are the holder of a Class 6(B) Local Government Opioid Claim (and are entitled to vote) as of the Voting Record Date, please use this Ballot to (i) cast your vote to (a) accept or reject the Plan, and (b) appoint the Chairperson of the Scheme Meetings as a special proxy to submit an equivalent vote on your behalf to accept or reject the Scheme, and (ii) if applicable, make your Release Election. This Ballot may not be used for any other purpose. If you (i) wish to submit a proxy to vote on the Scheme differently to the vote you are submitting in relation to the Plan, (ii) wish to vote on the Plan but do not wish to vote on the Scheme, (iii) wish to appoint someone other than the Chairperson as your proxy for the purpose of the relevant Scheme Meeting, or (iv) wish to attend the relevant Scheme Meeting and vote in person, you must obtain a Scheme Voting Form from the Solicitation Agent by emailing endoballots@ra.kroll.com with a reference to "Endo Scheme Voting Form" in the subject line.

If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot or any information thereon is incorrect, please contact the Solicitation Agent immediately at the address or telephone number set forth below.

Your rights are described in the Disclosure Statement and Scheme Circular, which, along with the Plan, Scheme, Disclosure Statement Order, a letter from the Opioid Claimants' Committee (the "OCC Letter"), and certain other materials, can be accessed electronically using the instructions provided in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors' Solicitation Agent, Kroll Restructuring Administration LLC, by: (a) calling the Solicitation Agent at (877) 542-1878 (U.S. / Canada, toll-free) or +1 (929) 284-1688 (International, toll); (b) visiting the Debtors' case website at <https://restructuring.ra.kroll.com/Endo> (the "Case Website") and contacting the Solicitation Agent via the "Live Chat" feature at the "Info Center" panel of the landing page; (c) contacting the Solicitation Agent by mail at Endo Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; or



(d) emailing endoinfo@ra.kroll.com with "Solicitation Package request" in the subject line. You may also access these materials for a fee via PACER at <https://www.nysb.uscourts.gov/>.

You should review the Disclosure Statement, the Scheme Circular, the Scheme, the Plan, and the OCC Letter before you vote. You may wish to seek legal advice concerning the Plan, the Scheme, and the classification and treatment of your Claim. Your Claim has been placed in Class 6(B) (Local Government Opioid Claims) under the Plan. You must use only this Ballot for all the Class 6(B) Local Government Opioid Claims you wish to vote, and you must vote either (i) to accept the Plan and the Scheme as to all such Claims or (ii) to reject the Plan and the Scheme as to all such Claims. Except as set forth in the immediately preceding sentence, if you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan, (b) provides that at least one Impaired Class accepts the Plan without including the votes of insiders in accordance with section 1129(a)(10) of the Bankruptcy Code, and (c) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. If you opt out of granting the Releases, the Releases will not be binding on you.

The Irish High Court can sanction the Scheme if the Scheme is approved by Scheme Creditors representing at least 75% by value and a majority in number of those voting (either in person or by proxy) at each Scheme Meeting. If the Scheme is sanctioned by the Irish High Court, it will be binding on all Scheme Creditors whether or not they vote or affirmatively vote to reject the Scheme.

To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Solicitation Agent by or before the Voting Deadline.

ITEM 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date (close of business on January 2, 2024), the undersigned was the holder of Class 6(B) Local Government Opioid Claims against the Debtors in the following aggregate unpaid principal amount. **Please note that, except as otherwise set forth in the Disclosure Statement Order, for purposes of tabulating your vote on the Plan, regardless of the amount set forth below, each Claim in Class 6(B) will be allowed and tabulated in the amount of \$1.00 on a non-priority, unsecured basis for voting purposes only, and not for distribution, allowance, or any other purpose.**

\$1.00



For purposes of voting on the Scheme, you may be requested to provide additional supporting documents to substantiate the value of your Claim for voting purposes. If the Chairperson is not satisfied that the documents provided support your Claim, the Chairperson may exercise its discretion to (i) admit your Claim for an alternative amount which appears to be supported by the evidence provided, (ii) admit the Claim for \$1.00, or (iii) reject the Claim, in each case, for voting purposes only.

ITEM 2. Vote on the Plan and the Scheme and Release Election.

IMPORTANT INFORMATION REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN THE PLAN

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT IN **EXHIBIT A**. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

How you vote on the Plan will govern your Release Election options. Please read carefully the following three options:

- (1) If you vote to accept the Plan, you will be deemed to consent to the Releases. You may not opt out of granting the Releases if you accept the Plan.
- (2) If you vote to reject the Plan, you will be deemed to have opted out of granting the Releases. Nevertheless, you may affirmatively OPT IN to grant the Releases. You may indicate this election by checking the appropriate box below.
- (3) If you abstain from voting on the Plan, you will be deemed to consent to the Releases. You may affirmatively OPT OUT of granting the Releases by checking the appropriate box below.

PLEASE BE ADVISED THAT IF YOU FAIL TO RETURN THIS BALLOT, THEN YOU WILL BE DEEMED TO CONSENT TO GRANT THE RELEASES IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR INTEREST IN, ANY OF THE DEBTORS. IF YOU ARE ABSTAINING FROM VOTING ON THE PLAN AND DO NOT WISH TO GRANT THE RELEASES, YOU MUST AFFIRMATIVELY CHECK THE APPROPRIATE BOX BELOW TO OPT OUT OF THE RELEASES.

PLEASE ALSO BE ADVISED THAT ARTICLE X OF THE PLAN CONTAINS THE DEBTOR RELEASES, NON-GUC RELEASES, GUC RELEASES, EXCULPATION, PLAN INJUNCTION, AND CHANNELING INJUNCTION. IF YOU OBJECT TO ANY OF THE RELEASE, EXCULPATION, OR INJUNCTION PROVISIONS CONTAINED IN ARTICLE X OF THE PLAN, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

The holder of the Class 6(B) Local Government Opioid Claim against the Debtors set forth in Item 1 above seeks to:



CHECK BOX(ES) IN ONE ROW ONLY

☐ **ACCEPT** (vote FOR) the Plan and to appoint the Chairperson as special proxy to vote in favor of the Scheme at the relevant Scheme Meeting and any adjournment thereof.

☐ **REJECT** (vote AGAINST) the Plan and to appoint the Chairperson as special proxy to vote against the Scheme at the relevant Scheme Meeting and any adjournment thereof.

☐ If you are voting to REJECT the Plan, check this box to **OPT IN** to grant the Releases contained in Section 10.3 of the Plan.

☐ **ABSTAIN** from voting on the Plan.

☐ If you are ABSTAINING from voting on the Plan, check this box to **OPT OUT** of granting the Releases contained in Section 10.3 of the Plan.

Any Ballot that is executed by the holder of a Claim, but that indicates both an acceptance and a rejection of the Plan and the Scheme, or does not indicate either an acceptance or rejection of the Plan and the Scheme, will not be counted.

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN AND THE SCHEME.

ITEM 3. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) either the undersigned is: (i) the holder of the Class 6(B) Local Government Opioid Claims being voted; or (ii) an authorized signatory for a person or entity that is a holder of the Class 6(B) Local Government Opioid Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan and the Scheme and make the Release Election with respect to the Claims identified in Item 1 above;
- (b) the undersigned asserts a claim against Endo Parent and is entitled to vote to accept or reject the Scheme;
- (c) the undersigned has received access to an electronic copy of the Disclosure Statement, the Scheme Circular and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (d) the undersigned has cast the same vote with respect to all of its Class 6(B) Local Government Opioid Claims; and



- (e) no other Ballots with respect to the amount of the Class 6(B) Local Government Opioid Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of holder: Caledonia Village Clerk
(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____
(If other than a holder)

Title: _____

Address: _____

Date Completed: _____

Email Address: _____

No fees, commissions, or other remuneration will be payable to any person for soliciting votes on the Plan or the Scheme.

If your address or contact information has changed, please note the new information here.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

IF YOU DO NOT INTEND TO SUBMIT ELECTRONICALLY, PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY BY FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY IN THE PROVIDED RETURN ENVELOPE TO:

Endo Ballot Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

If you plan to hand-deliver your Ballot to Kroll's office, please email Endoballots@ra.kroll.com with "Endo Ballot Submission" in the subject line at least twenty-four (24) hours in advance of your arrival at the Kroll address above to arrange delivery.



THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY OR BEFORE:

4:00 P.M. (PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024.

BALLOTS SENT BY FACSIMILE, TELECOPY, OR OTHER ELECTRONIC MEANS (OTHER THAN THROUGH THE SOLICITATION AGENT'S ONLINE PORTAL IN ACCORDANCE WITH THE BELOW) WILL NOT BE ACCEPTED.

To submit your Ballot electronically via the Solicitation Agent's E-Ballot online portal ("Online Portal"), please visit <https://restructuring.ra.kroll.com/Endo/EBallot-Home> or scan the QR Code provided in your Solicitation Package and click on the "Submit E-Ballot" link on the Case Website and follow the instructions provided within the E-Ballot platform to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#: N4YD-ZRQX-WOE8-4OR8

The Solicitation Agent's Online Portal is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email, or other electronic means of transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your E-Ballot. Please complete and submit an E-Ballot for each Unique E-Ballot ID# you receive, as applicable.

Holders who cast a Ballot using the Solicitation Agent's Online Portal should **NOT** also submit a paper Ballot.

Class 6(B) – Local Government Opioid Claims

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Plan or Disclosure Statement Order, as applicable.
2. To ensure that your Ballot is counted, you ***must either***: (a) complete and submit this hard copy Ballot or (b) vote through the Solicitation Agent's Online Portal at <https://restructuring.ra.kroll.com/Endo/EBallot-Home>. Ballots will not be accepted by facsimile, telecopy or other electronic means (other than through the Online Portal).
3. **Use of Hard Copy Ballot.** To ensure that your vote is counted, you must complete this Ballot and take the following steps: (a) make sure that the information required in Item 1



above has been inserted as \$1.00; (b) clearly indicate your decision either to accept or reject the Plan and Scheme in the boxes provided in Item 2 above; (c) if applicable, make the Release Election in Item 2 above; (d) provide the information required by Item 3 above; and (e) sign, date and return an original of your Ballot to the Kroll address set forth above by regular mail, overnight courier, or hand delivery or in the enclosed pre-addressed envelope.

4. **Use of the Online Portal.** To ensure that your E-Ballot is counted, please follow the instructions found at <https://restructuring.ra.kroll.com/Endo/EBallot-Home>. You will need to enter your Unique E-Ballot ID# indicated on your Ballot. The Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile, electronic mail, or other electronic means (other than through the Online Portal).**
5. **Alternative Methods of Voting on the Scheme Only.** If you (i) wish to submit a proxy to vote on the Scheme differently to the vote you are submitting in relation to the Plan, (ii) wish to vote on the Plan but do not wish to vote on the Scheme, (iii) wish to appoint someone other than the Chairperson as your proxy for the purpose of the relevant Scheme Meeting, or (iv) wish to attend the relevant Scheme Meeting and vote in person, you must obtain a Scheme Voting Form from the Solicitation Agent by emailing endoballots@ra.kroll.com with a reference to "Endo Scheme Voting Form" in the subject line.
6. Solely with respect to holders of Claims in Classes 6(A)-(C), if any attorneys (i) represent more than five (5) such holders, and (ii) find it onerous to timely submit separate Ballots on behalf of such holders, such attorneys should contact the Solicitation Agent using the contact information provided herein to discuss accommodations to facilitate the simultaneous transmission of multiple votes.
7. If the transferee or assignee of a relevant Claim transferred or assigned after the Voting Record Date, but prior to the General Unsecured Scheme Voting Record Date, wishes to vote on the Scheme, they should contact the Solicitation Agent at endoballots@ra.kroll.com to request and obtain a Scheme Voting Form.
8. If a Ballot is received by the Solicitation Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
 - any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - any Ballot cast by or on behalf of a person or entity that does not hold a Claim in one of the Voting Classes as of the Voting Record Date;
 - any Ballot cast for a Claim that is not listed on the Schedules, or that is scheduled at zero, in an unknown amount, or, in whole or in part, as unliquidated, contingent, or disputed, and for which no Proof of Claim was timely filed;



- any Ballot that (a) is properly completed, executed and timely submitted, but does not indicate an acceptance or rejection of the Plan or an abstention from voting on the Plan, (b) indicates both an acceptance and rejection of the Plan or either or both of the foregoing and an abstention from voting on the Plan, or (c) partially accepts and partially rejects the Plan;
 - any Ballot submitted by facsimile, electronic mail, or other unauthorized electronic transmission (other than through the Online Portal);
 - any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Solicitation Agent), any indenture trustee, or the Debtors' financial or legal advisors;
 - any unsigned Ballot; and/or
 - any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.
9. For purposes of voting on the Scheme, the Chairperson shall have discretion to accept Scheme Voting Forms or Ballots received after the Voting Deadline but is not required to do so. Scheme Creditors should refer to the Scheme Circular for further information regarding voting at the Scheme Meetings.
 10. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made to the Solicitation Agent only when the Solicitation Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that holders use an overnight or hand delivery service. However, to ensure timely delivery, submission via the Online Portal is strongly recommended. In all cases, holders should allow sufficient time to assure timely delivery.
 11. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed, valid Ballot timely received will supersede and revoke any earlier received Ballots.
 12. You must vote all of your Claims within a particular Class either to accept or reject the Plan and Scheme and may not split your vote. Further, if a holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.
 13. The Ballot is not a letter of transmittal and may not be used for any purpose other than to (i) vote to accept or reject the Plan, and (ii) vote to appoint the Chairperson as a special proxy to submit an equivalent vote to accept or reject the Scheme, and (iii) if applicable, make your Release Election. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.



14. This Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim or Interest (except to the extent set out at Item 3(b) in relation to the entitlement to vote and be party to the Scheme).
15. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such holder. In addition, please provide your name and mailing address if it is different from what is set forth on the attached mailing label or if no such mailing label is attached to the Ballot. For the avoidance of doubt, an attorney representing any clients who are holders of Claims in Classes 4(B)-(F), 6(A)-(C), 7(A)-(E), and 8-12 may execute and submit a Ballot on behalf of each such client for such Claims so long as the attorney has the authority under applicable law to vote to accept or reject the Plan (and make Release Elections), and grant a special proxy to the Chairperson of the Scheme Meetings, on behalf of each such client.
16. If you hold Claims in more than one Class under the Plan, you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot you received.

PLEASE RETURN YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,
THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE
EMAIL THE SOLICITATION AGENT AT ENDOINFO@RA.KROLL.COM (WITH
“ENDO SOLICITATION INQUIRY” IN THE SUBJECT LINE) OR
CALL THE SOLICITATION AGENT AT:
(877) 542-1878 (U.S. / CANADA, TOLL-FREE);
+1 (929) 284-1688 (INTERNATIONAL, TOLL).**

**YOU MAY ALSO CONTACT THE OPIOID CLAIMANTS’ COMMITTEE WITH ANY
QUESTIONS AT ENDOCREDITORINFO@AKINGUMP.COM.**

**IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE
THIS BALLOT BY OR BEFORE THE VOTING DEADLINE, WHICH IS 4:00 P.M.
(PREVAILING EASTERN TIME) ON FEBRUARY 22, 2024, THEN YOUR VOTE
TRANSMITTED HEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED BY THE DEBTORS TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, ON BEHALF OF THE DEBTORS, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HERewith.



EXHIBIT A¹**RELEASE, EXCULPATION, AND INJUNCTION
PROVISIONS CONTAINED IN THE PLAN****ARTICLE I****DEFINED TERMS**

“Additional Opioid Excluded Parties” means (a) the Co-Defendants; and (b) any distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, Canadian First Nations, and Canadian Municipalities, Canadian Opioid Products. The Additional Opioid Excluded Parties shall be deemed Excluded Parties solely with respect to the Releases granted or deemed to be granted, as applicable, by the Specified Opioid Claimant Releasing Parties; *provided, that*, for the avoidance of doubt, the Additional Opioid Excluded Parties shall not be Excluded Parties with respect to the Releases granted or deemed to be granted by any Non-GUC Releasing Party other than the Specified Opioid Claimant Releasing Parties or any GUC Releasing Party.

“Excluded Parties” means (a) the McKinsey Parties; (b) the Arnold & Porter Parties; (c) any of the Debtors’ current or former third-party agents, partners, representatives, or consultants involved in the production, distribution, marketing, promotion, or sale of Opioids, Opioid Products, or, solely with respect to the Canadian Provinces, the Canadian First Nations, and the Canadian Municipalities, Canadian Opioid Products (in each case of clauses (a), (b), and (c), excluding the Debtors’ (i) current and former officers, directors, and employees (in each case, solely in their respective capacities as such); and (ii) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (1) include any ordinary course professionals; but (2) exclude any Additional Advisor Excluded Parties)); (d) Practice Fusion, Inc.; (e) the Publicis Health Parties; (f) the ZS Associates Parties; and (g) solely with respect to the Specified Opioid Claimant Releasing Parties, the Additional Opioid Excluded Parties, solely in their respective capacities as such. Notwithstanding anything to the contrary in the Plan, none of the following shall be an “Excluded Party”: the Debtors’ (1) current and former directors (including any Persons in analogous roles under applicable law), officers, and employees, in each case, solely in their respective capacities as such; and (2) Professionals retained by the Debtors in the Chapter 11 Cases (which, for the avoidance of doubt, shall (A) include any ordinary course professionals; but (B) exclude any Additional Advisor Excluded Parties) and, for the avoidance of doubt, each Person identified in the foregoing clauses (1) and (2) shall be a Non-GUC Released Party.

“Exculpated Claim” means, in each case, solely to the extent related to an act or omission, or arising, prior to the Effective Date, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any Claim related to any act or omission

¹ Below is a summary of certain release, exculpation, and injunction provisions in the Plan for your convenience. For the avoidance of doubt, to the extent any provision of this **Exhibit A** conflicts with the terms of the Plan, the terms of the Plan will control. Capitalized terms used below have the meanings ascribed to such terms in the Plan.



in connection with, relating to, or arising out of the Debtors' in- or out-of-court restructuring efforts leading up to the Chapter 11 Cases, the Chapter 11 Cases, or the administration of the Chapter 11 Cases; any foreign recognition proceedings or the administration of such foreign recognition proceedings; the Sale Process, including the negotiation and pursuit thereof, any documents related thereto, and any transactions contemplated thereby or in connection therewith; the negotiation and pursuit of the Plan and the Plan Documents, the Disclosure Statement, the RSA, the Exit Financing, the Rights Offerings, the Scheme, and the Scheme Circular; the Plan, the Plan Transaction, the Restructuring Transactions, the Plan Settlements, and any other transactions contemplated in connection with the foregoing; the negotiation and establishment of the PPOC Trust, any of the PPOC Sub-Trusts, the GUC Trust, any of the Distribution Sub-Trusts, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, the Canadian Provinces Trust, the EFBD Claims Trust, the Other Opioid Claims Trust, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution, and the U.S. Government Resolution Documents; the solicitation of votes for, and Confirmation of, the Plan, the Plan Transaction, and any other transactions or documents contemplated thereby or by the Plan or in connection therewith or with the Plan; the funding of the Plan; the pursuit of Confirmation; the occurrence of the Effective Date; the closing of the Plan Transaction; the implementation and administration of the Plan; or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided, however, that*, "Exculpated Claims" shall not include (a) any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, or liability for any Claim for, or relating to, any act or omission, in each case, determined by a Final Order to be intentional fraud, gross negligence, or willful misconduct; or (b) any GUC Trust Litigation Claim.

"Exculpated Parties" means (a)(i) the Debtors, solely in their respective capacities as such; (ii) the Post-Emergence Entities, solely in their respective capacities as such; (iii) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (v) the FCR, solely in his capacity as such, and each of the advisors thereto, solely in their respective capacities as such; and (vi) the Plan Administrator and any advisors thereto, in each case, solely in their respective capacities as such; (b) solely to the extent consistent with section 1125(e) of the Bankruptcy Code: (i) the Prepetition Secured Parties, solely in their respective capacities as such; (ii) the Ad Hoc First Lien Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iii) the Ad Hoc Cross-Holder Group and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (iv) the PPOC Trust, each PPOC Sub-Trust, the GUC Trust, each Distribution Sub-Trust, the Future PI Trust, the Public Opioid Trust, the Tribal Opioid Trust, and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (v) the GUC Backstop Commitment Parties, solely in their respective capacities as such; (vi) the First Lien Backstop Commitment Parties, solely in their respective capacities as such; (vii) the Unsecured Notes Indenture Trustees, solely in their



respective capacities as such; (viii) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; and (c)(i) with respect to the Persons listed in the foregoing clauses (a) and (b), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (ii) current and former directors (including any Persons in analogous roles under applicable law), officers, employees, and Representatives of each of the Persons listed in the foregoing clauses (a) through (c)(i), in each case, solely in their respective capacities as such. For the avoidance of doubt, and notwithstanding anything to the contrary in the Plan, (1) no Excluded Party or GUC Excluded Party (other than the Excluded D&O Parties) shall be an Exculpated Party; and (2) with respect to the Excluded D&O Parties, no Excluded D&O Party shall be exculpated from any GUC Trust Litigation Claim.

"GUC Excluded Parties" means (a) the Excluded Parties; and (b)(i) the TPG Parties; (ii) the Insurance Advisor Parties; (iii) the Additional Advisor Excluded Parties; (iv) the Additional Third-Party Excluded Parties and (v) the Excluded D&O Parties (subject to the Covenant Not To Collect).

"GUC Released Parties" means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and Prepetition Secured Party, in each case, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) the Debtors' current officers (as of or after the Petition Date); (n) the Debtors' directors (including any Persons in any analogous roles under applicable law) that continue serving in their capacity as directors with, or become directors of, any of the Purchaser Entities after the Effective Date or continue or begin serving in any other prior senior-level employment position² after the Effective Date and performing services commensurate with such

² For the avoidance of doubt, any individual serving in a position of Band D or higher shall be deemed to be serving in a senior-level employment position.



prior position;³ (o) current and former officers and directors (including any Persons in any analogous roles under applicable law) of subsidiaries of Endo International plc that are not UCC Specified Subsidiaries; (p) with respect to each of the foregoing Persons listed in clauses (a) through (c), such Persons' predecessors, successors, assigns, current and former subsidiaries and Affiliates, heirs, executors, estates, nominees, current and former employees, advisors, agents, and consultants (including any professional retained by the Debtors in the Chapter 11 Cases except, with respect to ordinary course professionals, as may be agreed on a case-by-case basis, and excluding the Arnold & Porter Parties, the McKinsey Parties, the Insurance Advisor Parties, the Additional Advisor Excluded Parties, and any other GUC Excluded Party), in each case, solely in their respective capacities as such; and (q) with respect to each of the foregoing Persons listed in clauses (d) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, nominees, current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. For the avoidance of doubt, no GUC Excluded Party shall be a GUC Released Party.

"GUC Releasing Parties" means (a) the GUC Trust; (b) each Distribution Sub-Trust; (c) each holder of (i) an Other General Unsecured Claim; (ii) a Mesh Claim; or (iii) a Ranitidine Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, opts in to grant the GUC Releases; or (3) votes to reject the Plan and opts in to grant the GUC Releases; (d) each holder of (i) a Second Lien Deficiency Claim; (ii) an Unsecured Notes Claim; (iii) a Generics Price Fixing Claim; or (iv) a Reverse Payment Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, does not opt out of granting the GUC Releases; or (3) votes to reject the Plan and opts in to grant the GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a) through (d), in each case, solely in their respective capacities as such.

"Non-GUC Released Parties" means (a) the Debtors and their Estates; (b) the Non-Debtor Affiliates; (c) the Post-Emergence Entities; (d) each Consenting First Lien Creditor and Prepetition Secured Party, solely in their respective capacities as such; (e) the Ad Hoc Cross-Holder Group, the Ad Hoc First Lien Group, and each of the members of the foregoing, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (f) the Opioid Claimants' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the individual members thereof, in each case, solely in their respective capacities as such; (g) the Creditors' Committee and each of the members thereof, in each case, solely in their respective capacities as such, and each of the advisors thereto or of the members thereof, in each case, solely in their respective capacities as such; (h) the FCR, solely in his capacity as such, and the advisors to the FCR, solely in their respective capacities as such; (i) the Endo EC and each of the States that are members thereof and their respective officers and Representatives, in each case, solely in their respective capacities as

³ For the avoidance of doubt, if a director does not continue in the same position or one or more position(s) of similar seniority post-Effective Date, such individual shall not be a GUC Released Party or a Non-GUC Released Party under this clause (n); *provided, that*, to the extent employed immediately prior to the Effective Date in a senior-level non-director position, such individual was offered employment by any of the Purchaser Entities.



such; (j) the Trusts and the Trustees, administrators, boards or governing bodies of, any advisors to, and any other Persons with similar administrative or supervisory roles in connection with, any of the foregoing, in each case, solely in their respective capacities as such; (k) the First Lien Backstop Commitment Parties and the GUC Backstop Commitment Parties, in each case, solely in their respective capacities as such; (l) the Unsecured Notes Indenture Trustees, solely in their respective capacities as such; (m) with respect to each of the foregoing Persons listed in clauses (a) through (l), such Persons' predecessors, successors, permitted assigns, current and former subsidiaries and Affiliates, respective heirs, executors, estates, and nominees, in each case, solely in their respective capacities as such; and (n) with respect to each of the foregoing Persons listed in clauses (a) through (m), such Persons' current and former officers, directors (including any Persons in any analogous roles under applicable law), employees, and Representatives, in each case, solely in their respective capacities as such. Notwithstanding the foregoing or anything to the contrary in the Plan or in any other Plan Document, "Non-GUC Released Parties" shall not include any Excluded Party and all Claims and Causes of Action against such Persons shall be preserved and not released in accordance with the Plan.

"Non-GUC Releasing Parties" means each (a) Non-GUC Released Party, other than (i) the Debtors; and (ii) the Post-Emergence Entities; (b) holder of a State Opioid Claim; (c) holder of (i) a PI Opioid Claim; (ii) a NAS PI Claim; (iii) an IERP II Claim; (iv) an Other Opioid Claim; or (v) an EFBD Claim, in each case, that (1) votes to accept the Plan; (2) was solicited to vote to accept or reject the Plan but that does not vote to either accept or reject the Plan and, further, opts in to grant the Non-GUC Releases; or (3) votes to reject the Plan and opts in to grant the Non-GUC Releases; (d) holder of (i) a Priority Non-Tax Claim; (ii) an Other Secured Claim; (iii) a First Lien Claim; (iv) a Local Government Opioid Claim; (v) a Tribal Opioid Claim; (vi) a Hospital Opioid Claim; (vii) a TPP Claim; (viii) a Public School District Claim; (ix) a Canadian Provinces Claim; (x) a Settling Co-Defendant Claim; (xi) a Subordinated, Recharacterized, or Disallowed Claim; or (xii) an Existing Equity Interest, in each case, that (1) votes to accept the Plan; (2) is presumed to accept the Plan and does not opt out of granting the Non-GUC Releases; (3) is deemed to reject the Plan and does not opt out of granting the Non-GUC Releases; (4) was solicited to vote to accept or reject the Plan but who does not vote either to accept or reject the Plan and, further, does not opt out of granting the Non-GUC Releases; or (5) votes to reject the Plan and opts in to grant the Non-GUC Releases; and (e) Representatives of each Person in the foregoing clauses (a), (b), (c), and (d), in each case, solely in their respective capacities as such.

"Released Claims" means any and all Claims and Causes of Action arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, or the Chapter 11 Cases or related foreign recognition proceedings, including, without limitation, any and every Cause of Action, including any and every Claim and action, class action, cross-claim, counterclaim, third-party Claim, controversy, dispute, demand, right, lien, indemnity, contribution, right of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys' fees and expenses, account, defense, remedy, offset, power, privilege, license, or franchise, in each case, of any kind, character, or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, Secured or unsecured, Allowed, Disallowed, or Disputed, assertible directly or derivatively (including, without limitation,



under alter-ego theories), in rem, quasi in rem, in personam, or otherwise, whether arising before, on, or after the Petition Date, whether arising under federal statutory law, state statutory law, common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, in contract or in tort, at law, in equity, or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance (other than any Specified Avoidance Action), willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising, including, for the avoidance of doubt, (a) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable; (b) any right of setoff, counterclaim, or recoupment, and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity; (c) the right to object to or otherwise contest Claims or Interests; (d) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress and usury, and any other defense set forth in section 558 of the Bankruptcy Code; and (f) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory (other than any Specified Avoidance Action) arising at any time prior to or on the Effective Date and relating in any way to the Debtors (whether as the Debtors existed prior to the Petition Date or as debtors-in-possession), the Estates, the Debtors' business, the Chapter 11 Cases, or foreign recognition proceedings relating to the Chapter 11 Cases, including, without limitation, any and all Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part: (i) Opioids, Opioid Products, Canadian Opioid Products, and Opioid-Related Activities; (ii) the Debtors' use of Cash in accordance with the Cash Collateral Order; (iii) any Avoidance Actions that are not Specified Avoidance Actions (for the avoidance of doubt, Specified Avoidance Actions shall not be Released Claims); (iv) the negotiation, formulation, preparation, dissemination, filing, or implementation of, prior to the Effective Date, the Sale Process, the Bidding Procedures Order, the Plan, the Plan Transaction, the Plan Documents, the Transaction Steps Order, the Plan Settlements, the Trusts, the Trust Documents, the Opioid School District Recovery Trust Governing Documents, the U.S. Government Resolution Documents, the Exit Financing Documents, the Rights Offering Documents, the RSA, the Restructuring Transactions, the India Internal Reorganization, the Scheme, the Scheme Circular, and any contract, instrument, release, or any other similar document or agreement entered into in connection with the foregoing or any transactions or other actions or omissions contemplated thereby; (v) the administration and implementation of the Plan, including the Restructuring Transactions, the Exit Financing, the Rights Offerings and the Backstop Commitment Agreements, the Plan Transaction, and the Plan Settlements, the issuance or distribution of equity and/or debt securities and/or indebtedness in connection therewith or with the Plan, and any other transactions, actions, omissions, or documents contemplated thereby or by the Plan; (vi) the establishment and funding of the Trusts, the implementation of the Plan Settlements, and any other actions taken in connection therewith or contemplated thereby; and (vii) any other act or omission, transaction, agreement, event, or other occurrence or circumstance taking place on or before the Effective Date related or relating to any of the foregoing. For the avoidance of doubt, "Released Claims" shall not include any (1) Claims or Causes of Action against any Excluded Party or, solely with respect to the GUC Releasing Parties, any GUC Excluded Party; or (2) GUC Trust Litigation Claims.



“Specified Opioid Claimant Releasing Parties” means (a) the PPOC Trust; (b) each PPOC Sub-Trust; (c) each Present Private Opioid Claimant; (d) the Future PI Trust; (e) each Future PI Claimant; (f) the Canadian Provinces Trust; (g) each Canadian Province; (h) each Canadian First Nation; (i) each Canadian Municipality; and (j) each Public School District Creditor, in each case, that grants or is deemed to grant, as applicable, the Non-GUC Releases, solely in their respective capacities as such.

ARTICLE X

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS

A. Settlements

1. **Section 10.1. Compromise and Settlement of Claims, Interests, and Controversies**

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of (a) all Released Claims; and (b) all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Post-Emergence Entities may compromise and settle Claims against them and Causes of Action against other Persons.

B. Debtor, Non-GUC, and GUC Releases

1. **Section 10.2. Debtor Releases**

(a) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Debtors, their Estates, and the Post-Emergence Entities are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, the Debtor Releases do not release any post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; provided, however, that, nothing in Section 10.2 of the Plan shall be construed to release (i) the GUC Trust Litigation

Claims; or (ii) any Person or Entity from a claim for intentional fraud or willful misconduct, in each case, as determined by a Final Order.

(b) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Releases and, further, shall constitute the Bankruptcy Court's finding that the Debtor Releases are: (i) in exchange for the good and valuable consideration provided by the Debtor Released Parties, including, without limitation, the Debtor Released Parties' contributions to facilitating the Debtors' restructuring and the implementation of the Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, their Estates, or the Post-Emergence Entities asserting any Released Claim.

(c) In addition to the foregoing Debtor Releases, the Debtors shall release the applicable Claims against the Settling Co-Defendants set forth in, and in accordance with the terms of, the mutual releases by the Debtors, their Estates, and the Post-Emergence Entities, on the one hand, and the Settling Co-Defendants, on the other hand, in each case, as set forth in the DMP Stipulation. For the avoidance of doubt, any Releases with respect to Settling Co-Defendants shall be subject to the terms of the DMP Stipulation.

2. Section 10.3. Non-GUC Releases

(a) Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, and to the fullest extent allowed by applicable law, each Non-GUC Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. For the avoidance of doubt, no Non-GUC Releasing Party shall release any Excluded Party (including, solely with respect to any Non-GUC Release granted by any Specified Opioid Claimant Releasing Party, any Additional Opioid Excluded Parties).

(b) For the avoidance of doubt and without limitation of the foregoing, each holder of a State Opioid Claim and each holder of a Tribal Opioid Claim that (i) is a governmental unit (as defined in section 101(27) of the Bankruptcy Code) or a Tribe; and (ii) grants or is deemed to grant, as applicable, the Non-GUC Releases shall, in each case, be deemed to have released all Released Claims that have been asserted or are, or have been, assertible by (1) such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe in its own right, in its *parens patriae* or sovereign enforcement capacity, or on behalf, or in the name, of another Person; or (2) any other governmental official, employee, agent, or Representative acting or purporting to act in a *parens patriae*, sovereign enforcement, or quasi-sovereign enforcement capacity, or any other capacity, on behalf of such governmental unit (as defined in section 101(27) of the Bankruptcy Code) or Tribe.

(c) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the Non-GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Non-GUC Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, the Non-



GUC Releases do not release (i) any Excluded Party; (ii) any post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; (iii) any GUC Trust Litigation Claim; (iv) any Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (v) with respect to the States, (1) any Regulatory Approval process required by the States (including their respective State agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any State statute or law by a governmental entity that has authority to bring a criminal action or proceeding or to adjudicate a Person's guilt or to set a convicted Person's punishment; or (3) any Claims or Causes of Action against (x) any Excluded Party; or (y) any party identified in clauses (j) or (l) of the definition of "Non-GUC Released Parties," in their capacities as such (and, solely with respect to such parties, any party identified in clauses (m) or (n) of the definition of "Non-GUC Released Parties"); *provided, that*, for the avoidance of doubt, the States shall not release any VOI-Specific Post-Emergence Entities of any Claims or Causes of Action relating to such entities' (A) compliance with the Voluntary Opioid Operating Injunction; and (B) acts occurring after the Effective Date; and (vi) with respect to the Canadian Provinces, (1) any Regulatory Approval process required by the Canadian Provinces (including their respective agencies) in connection with the Plan Transaction; (2) any criminal action or criminal proceeding arising under a criminal provision of any statute or law by a Governmental Authority that has authority to bring a criminal action or proceeding or to adjudicate a person's guilt or to set a convicted person's punishment; (3) any Claims or Causes of Action against any Excluded Party; or (4) the ability of each of the Canadian Provinces to legislate, regulate, or administer and enforce federal, provincial, or territorial legislation (including regulations) such as the Criminal Code, Food and Drugs Act, and the Controlled Drugs and Substances Act (*provided, that*, such activity does not seek to recover civil damages, civil restitution, or other relief of the kind that was sought or could have been sought in the Canadian Provinces Class Action or in the Canadian Provinces McKinsey Action).

(d) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Non-GUC Releases and, further, shall constitute the Bankruptcy Court's finding that the Non-GUC Releases are: (i) essential to the Confirmation of the Plan; (ii) consensually given in exchange for the good and valuable consideration provided by the Non-GUC Released Parties, including, without limitation, the Non-GUC Released Parties' contributions to facilitating the restructuring and implementation of the Plan and the Plan Transaction; (iii) a good faith settlement and compromise of the Released Claims; (iv) in the best interests of the Debtors and their Estates; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; and (vii) a bar to any of the Non-GUC Releasing Parties asserting any Released Claim.

3. Section 10.4. GUC Releases

(a) Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, the GUC Releasing Parties are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each GUC Released Party from any and all Released Claims. Notwithstanding anything in the Plan to the contrary, (i) the GUC



Releases do not release any (1) post-Effective Date obligations of any Person or Entity under the Plan, any Plan Document, the Plan Transaction, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan and the Plan Transaction, and shall not result in a release, waiver, or discharge of any Indemnification Obligations assumed by the Purchaser Entities as set forth in the Plan; (2) GUC Trust Litigation Claim; or (3) Person or Entity from a claim for intentional fraud or willful misconduct as determined by a Final Order; (ii) none of the GUC Releasing Parties release or shall be deemed to release any GUC Trust Litigation Claim (and such Claims and Causes of Action are preserved, in each case, subject to the Covenant Not To Collect); and (iii) the Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims solely against the Excluded D&O Parties, and the failure of any recipient of any Claims solely against any Excluded D&O Party to agree to such covenant shall render any such transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims void ab initio. The Excluded D&O Parties are third-party beneficiaries with rights of enforcement with respect to the Covenant Not To Collect. For the avoidance of doubt, no GUC Releasing Party shall release or be deemed to release any GUC Trust Litigation Claims.

(b) Upon granting or being deemed to grant, as applicable, the GUC Releases, the GUC Releasing Parties shall be deemed to covenant (the “Covenant Not To Collect”) that (a) any recovery by the GUC Trust or any other GUC Releasing Party on account of any Claim or Cause of Action, direct or indirect, against an Excluded D&O Party including, in each case, by way of settlement or judgment, shall be satisfied solely by and to the extent of the proceeds of the GUC Trust D&O Insurance Policies; (b) any party, including any GUC Trustee or Trustee of a Distribution Sub-Trust and all other GUC Releasing Parties, seeking to execute, garnish, or otherwise attempt to collect on any settlement of or judgment on account of Claims or Causes of Action against Excluded D&O Parties shall do so solely upon available insurance coverage, if any, from the GUC Trust D&O Insurance Policies; and (c) the GUC Releasing Parties shall not otherwise attempt to collect, directly or indirectly, from the personal assets of any Excluded D&O Party. The Covenant Not To Collect shall be binding on any transferee, successor, or assign in connection with any transfer, pledge, sale, hypothecation, assignment, or other disposal of Claims or Causes of Action against the Excluded D&O Parties and, in connection with any such transfer, the failure of a transferee to agree to the Covenant Not To Collect shall render such transfer void ab initio. Each of the Excluded D&O Parties are express third-party beneficiaries of this Covenant Not To Collect.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the GUC Releases and, further, shall constitute the Bankruptcy Court’s finding that the GUC Releases are: (i) in exchange for the good and valuable consideration provided by the GUC Released Parties, including, without limitation, the GUC Released Parties’ contributions to facilitating the Debtors’ restructuring and the implementation of the Plan; (ii) a good faith settlement and compromise of the Released Claims; (iii) in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (iv) fair, equitable,



and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any GUC Releasing Party asserting any Released Claim.

4. **Section 10.5. Effect of Releases to Holders of Trust Channeled Claims**

(a) Holders of Trust Channeled Claims shall have the option to grant or opt out of granting, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

(b) In addition to the amount of any Distribution to be provided by a Trust to a holder of an Allowed Trust Channeled Claim (other than a (i) Canadian Provinces Claim; (ii) State Opioid Claim; or (iii) Tribal Opioid Claim) that is a Non-GUC Releasing Party or a GUC Releasing Party, as applicable, such Non-GUC Releasing Party or GUC Releasing Party, as applicable, shall receive an additional payment in exchange for granting or being deemed to grant, as applicable, the Non-GUC Releases or the GUC Releases, as applicable.

C. **Exculpations and Injunction**

1. **Section 10.6. Exculpation**

(a) Notwithstanding anything contained in the Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and exculpated from, any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for gross negligence, intentional fraud, or willful misconduct (to the extent such duty is imposed by applicable non-bankruptcy law), but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. For the avoidance of doubt, this exculpation shall be in addition to, and not in limitation of, the Releases and all other releases, indemnities (including the Indemnification Obligations), exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, the Debtors, their Estates, and the Post-Emergence Entities are not (i) exculpating any (1) Excluded Party; (2) TPG Party; (3) Insurance Advisor Party; (4) Additional Advisor Excluded Party; or (5) Additional Third-Party Excluded Party; or (ii) releasing any GUC Trust Litigation Claims.

(b) The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws and provisions of the Bankruptcy Code with regard to the solicitation of votes on, and Distribution of consideration (including securities) pursuant to, the Plan and, therefore, are not, and on account of such Distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such Distributions made pursuant to the Plan, including, in each case, any Distribution made by any Trust in accordance with the Plan and the applicable Trust Documents. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any claim relating to any post-Effective Date obligations of any Person under the Plan, any Restructuring



Transaction, the Plan Transaction, or any Plan Document or other document, instrument, or agreement executed to implement the Plan.

2. Section 10.7. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge to the fullest extent permitted by section 1141 of the Bankruptcy Code, effective as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against the Debtors or the Debtors' Estates or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim or Interest based upon such Claim, debt, right, or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such Claim, debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; (c) the holder of such a Claim or Interest has voted to accept the Plan; or (d) the holder of such Claim or Interest has voted or failed to vote to accept or reject the Plan. All Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code. All Entities shall be precluded from asserting any Claims against the Debtors, their Estates, the Post-Emergence Entities, their respective successors and assigns, and their respective Assets and properties, and any other Claims or Interests based upon any documents, instruments, or any act of omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination (i) of the discharge of all Claims and Interests, subject to the Effective Date; and (ii) that no Claims shall be excepted from discharge under section 1141(d)(6) of the Bankruptcy Code.

3. Section 10.8. Plan Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT, ANY OTHER PLAN DOCUMENT, OR ANY OTHER RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE X OF THE PLAN, DISCHARGED PURSUANT TO SECTION 10.7 OF THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 10.6 OF THE PLAN, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE RELEASED PARTIES, INCLUDING, FOR THE AVOIDANCE OF DOUBT, IN EACH CASE, THE DEBTORS, THEIR ESTATES, THE POST-EMERGENCE ENTITIES, AND ANY OF THEIR ASSETS, AND THE EXCULPATED PARTIES, AS APPLICABLE: (A) COMMENCING OR CONTINUING IN ANY MANNER OR IN ANY PLACE ANY ACTION, EMPLOYMENT



OF PROCESS, OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTORS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS, EXCEPT AS SET FORTH IN SECTION 10.9 OF THE PLAN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, SECTION 10.8 OF THE PLAN SHALL NOT ENJOIN THE GUC TRUST'S PURSUIT OF ANY GUC TRUST LITIGATION CLAIMS.

4. Section 10.9. Channeling Injunction

(a) In order to preserve and promote the resolutions contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction and the releases set forth in Article X of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, upon the channeling of the Trust Channeled Claims, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Trust Channeled Claim shall be (x) deemed to release any Trust Channeled Claims held by such Persons against the Debtors and the Post-Emergence Entities; and (y) permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any of the Debtors or Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claim, including:

(i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, action, or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Trust Channeled Claims, against or affecting any of the Debtors or the Post-Emergence Entities, as applicable, or any property or interests in property of any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree, or other order against any of the Debtors or the Post-Emergence Entities, as applicable, with respect to any Trust Channeled Claims;

(iii) creating, perfecting, or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any of the Debtors or the Post-Emergence Entities, as applicable, or the property of any of the Debtors or the Post-



Emergence Entities, as applicable, in each case, with respect to any Trust Channeled Claims;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any of the Debtors or Post-Emergence Entities, as applicable, or against the property of any of the Debtors or the Post-Emergence Entities, as applicable, in each case, with respect to Trust Channeled Claims; and

(v) taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document (including, for the avoidance of doubt, any Trust Document) with respect to any Trust Channeled Claims.

(b) Notwithstanding anything to the contrary in Section 10.9 of the Plan or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar, or enjoin:

(i) the rights of holders of Trust Channeled Claims to the treatment afforded to them under the Plan and the Plan Documents, including the rights of holders of Trust Channeled Claims to assert such Trust Channeled Claims solely in accordance with the Plan and the Trust Documents;

(ii) the rights of Persons to assert any Claim, debt, litigation, or liability for payment of Trust Operating Expenses against the applicable Trust;

(iii) the rights of any Person to assert any Claim, Cause of Action, debt, or litigation against any Excluded Party;

(iv) the rights of the GUC Trust to assert any GUC Trust Litigation Claims against any GUC Excluded Party, subject to the Covenant Not To Collect;

(v) the rights of the GUC Trust to pursue and enforce any GUC Trust Litigation Claims, including the GUC Trust Insurance Rights;

(vi) the Distribution Sub-Trusts from enforcing their respective rights against the GUC Trust under the Plan and the GUC Trust Documents;

(vii) the PPOC Trust from enforcing its rights against the Purchaser Entities under the Plan and the PPOC Trust Documents;

(viii) the PPOC Sub-Trusts from enforcing their respective rights against the PPOC Trust under the Plan and the PPOC Trust Documents; or

(ix) the Future PI Trust from enforcing its rights against the Purchaser Entities under the Plan and the Future PI Trust Documents.

(c) There can be no modification, dissolution, or termination of the Channeling Injunction, which shall be a permanent injunction, and nothing in the Plan or any Plan Document

(including, for the avoidance of doubt, any Trust Document) shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

(d) In the event that any Person takes any action that a Released Party or Exculpated Party, as applicable, believes violates the releases provided in the Plan or the Channeling Injunction as it applies to any Released Party or Exculpated Party, as applicable, such Released Party or Exculpated Party, as applicable, shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter Final Orders in connection with any dispute over whether an action violates the releases provided in the Plan or the Channeling Injunction. Upon determining that such a violation has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person.

5. Section 10.10. Specified Debtor Insurer Injunction

(a) Terms

In accordance with section 105(a) of the Bankruptcy Code, on the Effective Date, all persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim based on, arising out of, attributable to, or in any way connected with any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy (but not, for the avoidance of doubt, any Non-GUC Trust D&O Insurance Policy) shall be permanently enjoined from taking any action for purposes of directly or indirectly collecting, recovering, or receiving payment on account of any such Claim, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including:

(i) commencing, conducting, or continuing, in any manner, any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, (1) on account of any Claim based on, arising under, or attributable to a GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; or (2) on account of any rights of any Person under a "direct action" statute to proceed directly against any Specified Debtor Insurer;

(ii) enforcing, attaching, levying, collecting, or otherwise recovering, by any manner or means, any judgment, award, decree, or other order against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;

(iii) creating, perfecting, or enforcing, in any manner, any Lien of any kind against any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy;



(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against any obligation due to any Specified Debtor Insurer, or against the property of any Specified Debtor Insurer, on account of any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy.

(b) Reservations

Notwithstanding anything to the contrary in Section 10.10(a) of the Plan, the provisions of the Specified Debtor Insurer Injunction:

(i) shall not (1) preclude the GUC Trust from pursuing any Claim based on, arising under, or attributable to any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy, or any other Claim that may exist under any GUC Trust Insurance Policy or GUC Trust D&O Insurance Policy against any Specified Debtor Insurer; or (2) enjoin the rights of the GUC Trust to prosecute any action based on or arising from the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies or the rights of the GUC Trust to assert any Claim, debt, obligation, Cause of Action for liability for payment against a Specified Debtor Insurer based on or arising from the GUC Trust Insurance Policies, in all cases, including GUC Trust Litigation Claims;

(ii) are not issued for the benefit of any Specified Debtor Insurer, and no such insurer is a third-party beneficiary of this Specified Debtor Insurer Injunction; provided, that, this Specified Debtor Insurer Injunction shall not enjoin, impair or affect any Claims between or among unsettled Specified Debtor Insurers;

(iii) shall not apply to any D&O Insured Person with respect to such D&O Insured Person's coverage under any GUC Trust D&O Insurance Policy; and

(iv) shall be subject in all respects to the terms of the DMP Stipulation.

(c) For the avoidance of doubt, Section 10.10 of the Plan shall not apply with respect to any Non-GUC Trust Insurance Policy, including any Non-GUC Trust D&O Insurance Policy, and no amendment to, or modification of, nor any proposed amendment to nor modification of, the Specified Debtor Insurer Injunction shall adversely impact (i) any Non-GUC Trust Insurance Policy; or (ii) the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).

(d) The GUC Trust shall have the sole and exclusive authority at any time, upon written notice to any insurer under any of the GUC Trust Insurance Policies or GUC Trust D&O Insurance Policies, to terminate, reduce or limit the scope of this Specified Debtor Insurer Injunction with

respect to any Specified Debtor Insurer; provided, however, that, no modification shall affect the rights of any D&O Insured Person with respect to such D&O Insured Person's coverage under any Debtor Insurance Policy (including, for the avoidance of doubt, the GUC Trust Insurance Policies, the GUC Trust D&O Insurance Policies, and the Non-GUC Trust Insurance Policies).]⁴

6. Section 10.11. Voluntary Opioid Operating Injunction.

(a) From and after the date of entry of the Confirmation Order approving the Voluntary Opioid Operating Injunction, the business operations of the VOI-Specific Debtors and/or VOI-Specific Post-Emergence Entities, as applicable, and the business operations of any successors of either of the foregoing, in each case, relating solely to the manufacture and sale of VOI Opioid Products in the States and Territories shall be subject to the terms of the Voluntary Opioid Operating Injunction.

(b) The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities, as applicable, consent to the entry of a final judgment or consent order on the Effective Date effectuating all of the provisions of the Voluntary Opioid Operating Injunction in the state court in each of the Supporting Governmental Entities.

(c) After the Effective Date, the Voluntary Opioid Operating Injunction will be enforceable in the state court in each of the Supporting Governmental Entities. The VOI-Specific Debtors and VOI-Specific Post-Emergence Entities agree that seeking entry or enforcement of such a final judgment or consent order will not violate any other injunctions or stays that it will seek, or that may otherwise apply, in connection with the Chapter 11 Cases or Confirmation.

7. Section 10.12. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

⁴ **Note to Draft:** under consideration.



++Project Mead++ SRF 75795 AddressID: 20686948 PackID: 10-05845
Caledonia Village Clerk
Attn: Legal Dept.
6922 Nicholson Rd
Caledonia WI 53108-9648

Voter ID: 1005557



222254902090747

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	754883	01/08/2024 DELTA DENTAL CLAI	01/08/2024	459.60	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	762298	01/22/2024 - DELTA DENTAL CLA	01/22/2024	1,181.80	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	764841	02/05/2024 DELTA DENTAL CLAI	02/05/2024	992.32	100-21534-000 Dental Deductions
Total ACH - DELTA DENTAL:						2,633.72	
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	GPPI-00108-20	01/01/2024 PETPARTNERS JAN	01/01/2024	292.52	100-21537-000 Pet Insurance Deductions
General Fund	1501	ACH - PETPARTNERS	GPPI-00108-20	02/01/2024 PET INSURANCE FE	02/01/2024	292.52	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						585.04	
ACH - SUPERFLEET							
General Fund	1730	ACH - SUPERFLEET	EJ994 0118202	FUEL FOR CFD VEHICLES	01/30/2024	1,197.77	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						1,197.77	
ACH - WCA GROUP HEALTH TRUST							
General Fund	9142	ACH - WCA GROUP HEALTH TR	010124	01/30/2024 JANUARY HEALTH I	01/31/2024	253,973.64	100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:						253,973.64	
ADVOCATE AURORA HEALTH CARE, INC							
General Fund	157	ADVOCATE AURORA HEALTH C	505-CI003650	Q1 2024 EAP	12/28/2023	1,027.50	100-90-61000 Professional Services
Total ADVOCATE AURORA HEALTH CARE, INC:						1,027.50	
AERO COMPRESSED GASES							
General Fund	29	AERO COMPRESSED GASES	478846	MEDICAL OXYGEN	02/07/2024	47.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:						47.50	
AMERICAN LEAK DETECTION							
Water Utility Fund	79	AMERICAN LEAK DETECTION	00168978	LEAK DETECT TAURUS DR & LY	08/11/2023	450.00	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	79	AMERICAN LEAK DETECTION	00230241	LEAK DETECT ERIE ST & KENT	02/14/2023	450.00	500-00-64240 Building Repairs & Maintenance
Total AMERICAN LEAK DETECTION:						900.00	
AMERICOLLECT, INC.							
General Fund	81	AMERICOLLECT, INC.	012524	01/25/2024 PAYROLL WAGE GA	01/30/2024	217.50	100-21582-000 Garnishments-Child Support
General Fund	81	AMERICOLLECT, INC.	020824	02/08/2024 PAYROLL - PEYTON	02/08/2024	217.50	100-21582-000 Garnishments-Child Support

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
BUSCH TREE EXPERT LLC							
General Fund	9174	BUSCH TREE EXPERT LLC	2421	TREE REMOVAL - DPW	01/30/2024	2,400.00	100-41-62100 Contracted Services
Total BUSCH TREE EXPERT LLC:						2,400.00	
BUY RIGHT, INC.							
General Fund	273	BUY RIGHT, INC.	14783-423830	#213 BRAKE PADS & ROTORS	02/01/2024	361.34	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	14873-423864	WINDSHIELD WIPER FLUID	02/01/2024	20.34	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	423247	SUPPLIES FOR MAINTENANCE	01/31/2024	43.76	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						425.44	
CARGIL, INC							
General Fund	2478	CARGIL, INC	2909063828	255.10 TON SALT	02/06/2024	21,459.01	100-41-64080 Snow & Ice Materials
General Fund	2478	CARGIL, INC	2909070864	150.71 TON SALT	02/06/2024	12,677.72	100-41-64080 Snow & Ice Materials
General Fund	2478	CARGIL, INC	2909090827	23.01 TON SALT	02/06/2024	1,935.60	100-41-64080 Snow & Ice Materials
General Fund	2478	CARGIL, INC	2909097818	391.75 TON SALT	02/06/2024	32,954.02	100-41-64080 Snow & Ice Materials
Total CARGIL, INC:						69,026.35	
CIRCUL-AIR CORP							
Capital Projects Fund	9271	CIRCUL-AIR CORP	CAC-10182	PSB; HOSE DRYER	12/08/2023	8,363.11	400-75-65025 PSB-Village Sourced Bldg Impr
Total CIRCUL-AIR CORP:						8,363.11	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	602489	BATTERIES - VILLAGE HALL	12/07/2023	23.10	100-13-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	614195	ADDRESS LABELS	12/27/2023	40.30	100-13-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	632642	CORRECTOR, MARKER	01/24/2024	21.60	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	634785	10 BINDERS, LABELS, INDEXES	01/31/2024	117.35	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	635647	10 BINDERS	01/31/2024	80.70	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	639400	CREDIT FOR RETURNED ITEMS	02/01/2024	-83.80	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	640466	HAND TOWEL	02/07/2024	77.28	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:						276.53	
CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	60061712	DEF DIESEL EXHAUST FLUID 5	01/26/2024	509.76	100-41-63200 Fuel, Oil, Fluids
General Fund	3962	CONSERV FS INC.	60061712	DEXRON 2/2.5 GAL	01/26/2024	141.10	100-41-63200 Fuel, Oil, Fluids
General Fund	3962	CONSERV FS INC.	777004661	3998 GL DIESEL	01/29/2024	12,713.64	100-41-63200 Fuel, Oil, Fluids
General Fund	3962	CONSERV FS INC.	777004676	4000GL UNLEADED GAS	02/06/2024	9,324.00	100-41-63200 Fuel, Oil, Fluids

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
EWALDS HARTFORD FORD LLC							
Capital Projects Fund	630	EWALDS HARTFORD FORD LLC	45431	2024 FORD F-350 #08425	01/31/2024	62,291.00	400-35-65040 Equipment-Vehicles
Total EWALDS HARTFORD FORD LLC:						62,291.00	
FIRE SERVICE INC.							
General Fund	3900	FIRE SERVICE INC.	ST-9806	EXHAUST PIPE AND GASKET F	10/26/2023	1,454.45	100-35-63300 Vehicle Repairs & Maintenance
General Fund	3900	FIRE SERVICE INC.	WI-11745	TANK LEVEL GAUGE FOR E-11	02/07/2024	339.37	100-35-63300 Vehicle Repairs & Maintenance
Total FIRE SERVICE INC.:						1,793.82	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	88137	DEC-23; STH 32 STREAM REST	01/17/2024	18.40	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	88138	DEC-23; WESTVIEW VILLAGE S	01/17/2024	90.23	502-00-65156 Westview Village Storm
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	88139	DEC-23; TID 5 CENTRAL LIFT ST	01/17/2024	16,185.50	415-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	88140	DEC-23; HOODS CREEK ATTEN	01/17/2024	369.00	501-18736-000 CIP-Hoods Creek Attenuation
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	88141	DEC-23; TID 4 I94 WATER DEMA	01/17/2024	2,165.20	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	88142	DEC-23; TID #4 GENERAL ENGI	01/17/2024	617.40	414-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	88144	DEC-23; WATERS EDGE PLACE	01/17/2024	1,244.20	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	88145	DEC-23; WASHINGTON MEADO	01/17/2023	1,423.00	500-18737-107 CIP - WASHINGTON MEADOWS
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	88146	DEC-23; ADAMS RD WATER MAI	01/17/2024	677.00	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	88147	DEC-23; ADAMS ROAD ELEVAT	01/17/2024	1,764.40	414-00-61000 Professional Services
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	88148	DEC-23; CUD GENERAL ENGIN	01/17/2024	6,103.00	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	88148	DEC-23; CUD GENERAL ENGIN	01/17/2024	5,149.98	501-00-61340 Engineering Design Charges
General Fund	666	FOTH INFRASTRUCTURE & EN	88150	DEC-23; CSW WATER MAIN	01/17/2024	7,708.89	100-23163-011 Central Storage Warehouse
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	88151	DEC-23; SUNDANCE HEIGHTS	01/17/2024	15,382.79	500-18738-107 CIP - SUNDANCE HEIGHTS
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						58,898.99	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15562	#205 OIL CHANGE	01/29/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15564	#206 OIL CHANGE	02/01/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15578	#216 OIL CHANGE/ALIGNMENT	01/30/2024	287.37	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15583	#210 REPLACE TIRE SENSOR	01/31/2024	127.04	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15590	#213 BRAKES	02/02/2024	474.30	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15608	#214 OIL CHANGE	02/06/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	217	#216 TIRE SWAP W/209	01/16/2024	128.75	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	240	#213 OIL CHANGE	01/22/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						1,256.42	
G & F EXCAVATING							
Water Utility Fund	687	G & F EXCAVATING	35951	REPLACE CURB STOP @ 5308	10/19/2023	2,430.00	500-00-64240 Building Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title	
Water Utility Fund	687	G & F EXCAVATING	35952	FIRE HYDRANT - WYOMING WA	10/19/2023	4,473.75	500-00-64240	Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	36010	REPAIR WATER MAIN BREAK @	01/17/2024	8,933.75	500-00-64270	Infrastructure Maintenance
Water Utility Fund	687	G & F EXCAVATING	36011	REPAIR (2) WATER MAIN BREA	01/18/2024	4,974.50	500-00-64270	Infrastructure Maintenance
Water Utility Fund	687	G & F EXCAVATING	36015	WATER MAIN BREAK @ LAMBE	01/22/2024	9,623.75	500-00-64270	Infrastructure Maintenance
Water Utility Fund	687	G & F EXCAVATING	36020	REPLACE FIRE HYDRANT @ 6	01/30/2024	6,591.25	500-00-64270	Infrastructure Maintenance
Water Utility Fund	687	G & F EXCAVATING	36021	REPLACE FIRE HYDRANT @ 69	01/30/2024	9,310.00	500-00-64270	Infrastructure Maintenance
Total G & F EXCAVATING:						46,337.00		
GABRIEL NOVAC & ASSOCIATES LTD								
Sewer Utility Fund	9216	GABRIEL NOVAC & ASSOCIATE	2021622-I03	HOODS CREEK - FLUSHING SY	08/11/2023	27,530.00	501-18736-000	CIP-Hoods Creek Attenuation
Total GABRIEL NOVAC & ASSOCIATES LTD:						27,530.00		
GALLS LLC								
General Fund	693	GALLS LLC	026765446	BATON HOLDER VANDE VUSSE	01/11/2024	54.99	100-30-50290	Other Personnel Benefits
Total GALLS LLC:						54.99		
GARY PROHASKA								
Storm Water Utility Fund	3292	GARY PROHASKA	272	DEC-23; HUSHER CREEK PROJ	01/13/2024	5,915.00	502-00-64240	Building Repairs & Maintenance
Total GARY PROHASKA:						5,915.00		
GATEWAY TECHNICAL COLLEGE								
General Fund	703	GATEWAY TECHNICAL COLLEG	28573	VANDE VUSSE PHYSICAL TEST	01/12/2024	100.00	100-30-51100	Testing/Physicals
Total GATEWAY TECHNICAL COLLEGE:						100.00		
GRAINGER								
Sewer Utility Fund	3290	GRAINGER	9975119232	RIVERBEND GENERATOR ROO	01/25/2024	1,736.72	501-00-64240	Building Repairs & Maintenance
Total GRAINGER:						1,736.72		
GRAND APPLIANCE & TV								
Capital Projects Fund	3828	GRAND APPLIANCE & TV	IN06-55808	SALES QUOTE; SO06-43859; AP	02/07/2024	8,131.00	400-75-65025	PSB-Village Sourced Bldg Impr
Capital Projects Fund	3828	GRAND APPLIANCE & TV	IN06-55809	SALES QUOTE; SO06-43859; AP	02/07/2024	4,522.00	400-75-65025	PSB-Village Sourced Bldg Impr
Capital Projects Fund	3828	GRAND APPLIANCE & TV	IN06-55828	SALES QUOTE; SO06-43859; AP	02/07/2024	378.00	400-75-65025	PSB-Village Sourced Bldg Impr
Capital Projects Fund	3828	GRAND APPLIANCE & TV	IN06-55846	SALES QUOTE; SO06-43859; AP	02/07/2024	756.00	400-75-65025	PSB-Village Sourced Bldg Impr
Total GRAND APPLIANCE & TV:						13,787.00		

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
HOLZ MOTORS, INC.							
Capital Projects Fund	804	HOLZ MOTORS, INC.	123149	DPW 1 TON TRUCK 16	12/21/2023	67,790.28	400-41-65040 Equipment-Vehicles
Capital Projects Fund	804	HOLZ MOTORS, INC.	123151	DPW 1 TON TRUCK 47	12/21/2023	64,210.28	400-41-65040 Equipment-Vehicles
Total HOLZ MOTORS, INC.:						132,000.56	
INTERIOR INVESTMENTS LLC							
Capital Projects Fund	9290	INTERIOR INVESTMENTS LLC	186967	PROJECT 130-258; PROPOSAL	12/14/2023	298,688.77	400-75-65025 PSB-Village Sourced Bldg Impr
Capital Projects Fund	9290	INTERIOR INVESTMENTS LLC	186967	PROJECT 130-258; PROPOSAL	12/14/2023	314.40	400-75-65025 PSB-Village Sourced Bldg Impr
Capital Projects Fund	9290	INTERIOR INVESTMENTS LLC	186968	CONFERENCE ROOM FURNITU	12/14/2023	21,804.55	400-75-65025 PSB-Village Sourced Bldg Impr
Total INTERIOR INVESTMENTS LLC:						320,807.72	
JIMS GARAGE DOOR SERVICE, INC.							
Water Utility Fund	943	JIMS GARAGE DOOR SERVICE,	221561	GARAGE DOOR SERVICE	01/12/2024	203.50	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	943	JIMS GARAGE DOOR SERVICE,	221561	GARAGE DOOR SERVICE	01/12/2024	203.50	501-00-64240 Building Repairs & Maintenance
Total JIMS GARAGE DOOR SERVICE, INC.:						407.00	
JOHNS DISPOSAL SERVICE, INC.							
Refuse Fund	967	JOHNS DISPOSAL SERVICE, IN	1273895	JANUARY 2024 CONTRACTED	02/08/2024	96,494.71	240-00-62100 Contracted Services
Recycling Fund	967	JOHNS DISPOSAL SERVICE, IN	1273895	JANUARY 2024 CONTRACTED	02/08/2024	47,588.83	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:						144,083.54	
JOHNSON FITNESS & WELNESS							
Donation Fund	9323	JOHNSON FITNESS & WELNES	22-042216	FITNESS EQUIPMENT NEW PD	01/15/2024	5,713.74	250-30-64197 Police Dept - PSB Donation Exp
Capital Projects Fund	9323	JOHNSON FITNESS & WELNES	22-042216	FITNESS EQUIPMENT NEW PD	01/15/2024	19,265.55	400-75-65025 PSB-Village Sourced Bldg Impr
Total JOHNSON FITNESS & WELNESS:						24,979.29	
JOURNAL TIMES							
General Fund	1565	JOURNAL TIMES	137145	PH NOTIC ZBA - 5306 DOUGLAS	02/08/2024	92.66	100-60-64010 Notifications/Publications
Total JOURNAL TIMES:						92.66	
KORTENDICK HARDWARE							
General Fund	1096	KORTENDICK HARDWARE	162105	WORK GLOVES AND BATTERIE	11/29/2023	22.12	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	162485	MISC. FASTNERS	12/15/2023	14.40	100-43-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	162817	TOLIET PARTS	01/08/2024	23.38	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	162817	TOLIET PARTS	01/08/2024	23.38	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	162826	MYLAR REFLECTIVE	01/08/2024	40.33	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	162826	MYLAR REFLECTIVE	01/08/2024	40.33	501-00-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Water Utility Fund	1096	KORTENDICK HARDWARE	162845	CLEANERS	01/09/2024	13.42	500-00-64100 Janitorial Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	162845	CLEANERS	01/09/2024	13.42	501-00-64100 Janitorial Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	162872	RUNNER RUG, PROPANE	01/11/2024	72.05	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	162872	RUNNER RUG, PROPANE	01/11/2024	72.06	501-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	162936	FUSES	01/15/2024	8.99	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	162971	PROPANE/HEADLAMP	01/17/2024	36.88	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	162971	PROPANE/HEADLAMP	01/17/2024	36.87	501-00-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	163019	MAINTENANCE HEAT SHIELD	01/24/2024	13.04	100-35-64250 Equipment Repairs & Maintenanc
Water Utility Fund	1096	KORTENDICK HARDWARE	163120	WORK SUPPLIES	01/25/2024	22.78	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	163120	WORK SUPPLIES	01/25/2024	22.78	501-00-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	163210	PAINT SUPPLIES - (TAPE, RUST	01/31/2024	61.76	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	163211	CLEANING SUPPLIES FOR VILL	01/31/2024	84.15	100-43-64100 Janitorial Supplies
General Fund	1096	KORTENDICK HARDWARE	163278	GRAFFITI REMOVER AND GOO	02/02/2024	22.48	100-70-64070 Work Supplies
Total KORTENDICK HARDWARE:						644.62	
LAW OFFICE OF ATTORNEY KEVIN ROACH S.C.							
General Fund	2340	LAW OFFICE OF ATTORNEY KE	19-42167	RESOLUTION 2024-002 PAYME	01/25/2024	8,088.43	100-90-60000 Insurance Deductible/Stop Loss
Total LAW OFFICE OF ATTORNEY KEVIN ROACH S.C.:						8,088.43	
MENARDS RACINE							
Sewer Utility Fund	1281	MENARDS RACINE	79756	CRESTVIEW LIFT STATION HEA	01/11/2024	99.99	501-00-64240 Building Repairs & Maintenance
General Fund	1281	MENARDS RACINE	80042	TOOL BOX	01/16/2024	44.49	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1281	MENARDS RACINE	80788	FUEL SUPPLMENT, SALT, CAR	02/08/2024	174.59	100-41-64070 Work Supplies
Total MENARDS RACINE:						319.07	
MOTOROLA SOLUTIONS							
Capital Projects Fund	1354	MOTOROLA SOLUTIONS	8281638125	NEW RADIOS FOR NEW PD	06/25/2023	16,331.22	400-30-65030 Equipment
Capital Projects Fund	1354	MOTOROLA SOLUTIONS	8281789940	INSTALL OF RADIO TOWER AT 5	12/26/2023	5,460.00	400-75-65025 PSB-Village Sourced Bldg Impr
Capital Projects Fund	1354	MOTOROLA SOLUTIONS	8281789941	INSTALL OF RADIO TOWER AT 5	12/26/2023	3,640.00	400-75-65025 PSB-Village Sourced Bldg Impr
Capital Projects Fund	1354	MOTOROLA SOLUTIONS	8281810699	SQUAD RADIO	02/01/2024	8,978.86	400-30-65040 Equipment-Vehicles
Total MOTOROLA SOLUTIONS:						34,410.08	
MUNICIPAL EMERGENCY SERVICES, INC.							
Capital Projects Fund	9321	MUNICIPAL EMERGENCY SERV	IN1999127	THERMAL IMAGING CAMERA C	02/08/2024	9,869.73	400-41-65030 Equipment
Total MUNICIPAL EMERGENCY SERVICES, INC.:						9,869.73	
NASSCO, INC.							
General Fund	1371	NASSCO, INC.	6374575	TORK PAPER TOWEL; SIGNATR	12/27/2023	384.20	100-43-64100 Janitorial Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1371	NASSCO, INC.	6379192	C-FOLD PAPERTOWEL AND FU	01/10/2024	187.00	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6380880	TORK SOFT ROLL TOWEL & FU	01/16/2024	182.79	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:						753.99	
NATIONAL INSURANCE SERVICES							
General Fund	1381	NATIONAL INSURANCE SERVIC	CALDVIL-5	Q1-24 MEDICAL CONSULTING F	01/09/2024	9,562.50	100-90-62100 Contracted Services
Total NATIONAL INSURANCE SERVICES:						9,562.50	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44654	SEP-23; OFFICE ANYWHERE S	08/09/2023	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44654	SEP-23; OFFICE ANYWHERE S	08/09/2023	300.00	501-00-64300 IT Maintenance & Subscriptions
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44948	NOV-23; OFFICE ANYWHERE S	10/11/2023	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44948	NOV-23; OFFICE ANYWHERE S	10/11/2023	300.00	501-00-64300 IT Maintenance & Subscriptions
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	45100	DEC-23; OFFICE ANYWHERE S	11/05/2023	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	45100	DEC-23; OFFICE ANYWHERE S	11/05/2023	300.00	501-00-64300 IT Maintenance & Subscriptions
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	45159	DEC-23; RETIRE UTILITY ON-PR	11/22/2023	146.25	500-00-64310 IT Contracted Services
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	45159	DEC-23; RETIRE UTILITY ON-PR	11/22/2023	146.25	501-00-64310 IT Contracted Services
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	45335	JAN-24; OFFICE ANYWHERE SU	12/12/2023	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	45335	JAN-24; OFFICE ANYWHERE SU	12/12/2023	300.00	501-00-64300 IT Maintenance & Subscriptions
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	45428	JAN-24; MS OFFICE LICENSING	01/08/2024	157.50	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	45428	JAN-24; MS OFFICE LICENSING	01/08/2024	157.50	501-00-64300 IT Maintenance & Subscriptions
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	45465	FEB-24; OFFICE ANYWHERE S	01/10/2024	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	45465	FEB-24; OFFICE ANYWHERE S	01/10/2024	300.00	501-00-64300 IT Maintenance & Subscriptions
Total NETWORK SPECIALIST OF RACINE, INC.:						3,607.50	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2401568	COLIFORM BACTERIA TEST	01/30/2024	29.00	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						29.00	
OAK CREEK POLICE DEPARTMENT							
General Fund	1422	OAK CREEK POLICE DEPARTM	02012024	HONOR GUARD TRAINING; HA	02/01/2024	350.00	100-30-51300 Education/Training/Conferences
Total OAK CREEK POLICE DEPARTMENT:						350.00	
OAK CREEK WATER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5299	JAN-24; WATER TESTS	01/10/2024	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5300	JAN-24; WATER TESTS	01/18/2024	365.00	500-00-62560 Water Sampling and Testing

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total OAK CREEK WATER UTILITY:						730.00	
ONTECH SYSTEMS, INC							
Capital Projects Fund	1071	ONTECH SYSTEMS, INC	87315	JAN-24; PSB; NETWORKING INF	01/16/2024	4,001.90	400-75-65025 PSB-Village Sourced Bldg Impr
Capital Projects Fund	1071	ONTECH SYSTEMS, INC	87316	JAN-24; PSB NETWORK INFRAS	01/16/2024	9,320.36	400-75-65025 PSB-Village Sourced Bldg Impr
Total ONTECH SYSTEMS, INC:						13,322.26	
POMPS TIRE SERVICE							
General Fund	1517	POMPS TIRE SERVICE	160146069	LOADER TIRE #21	02/08/2024	2,138.91	100-41-63300 Vehicle Repairs & Maintenance
Total POMPS TIRE SERVICE:						2,138.91	
PRUITT, EKES & GEARY, SC							
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	COOPERATIVE BOUNDARY AG	02/08/2024	978.70	100-90-61100 Legal Fees
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3266	HINTZ BIOSOLIDS STORAGE	02/08/2024	962.00	414-23163-003 Hintz Biosolids Building
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	RACINE UNIFIED SCHOOL DIST	02/08/2024	234.00	100-23163-107 Olympia Brown - Racine Unified
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	RACINE CO. YOUTH DEVELOP	02/08/2024	324.00	100-23163-060 Racine Co YD & CC
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	OPIOD LITIGATION	02/08/2024	126.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	CRAWFORD SUBDIVISION	02/08/2024	342.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	MUNICIPAL PROSECUTIONS	02/08/2024	234.00	100-90-61110 Attorney - Municipal Court
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	POLICE AND FIRE COMMISSIO	02/08/2024	252.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	CSM OR OTHER REIMBURSEM	02/08/2024	72.00	100-23163-105 Meade Electric - 6228 Douglas
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	HOMESTEAD ACRES	02/08/2024	468.00	100-23163-008 Homestead Acres Deposit
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	CATLYN WOODS	02/08/2024	468.00	100-23163-096 Bear/Newport
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	AUDUBON ARBORETUM	02/08/2024	468.00	100-23163-007 Audubon Arboretum Deposit
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3266	TID 4	02/08/2024	252.00	414-00-61000 Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	CCM/CARDINAL WATER'S EDG	02/08/2024	936.00	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	DOUGLAS AVE. TID 6	02/08/2024	216.00	100-90-61100 Legal Fees
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3266	ASHLEY CAPITAL - SOUTH HILL	02/08/2024	2,088.00	414-00-61000 Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	ORDINANCES, RESOLUTIONS	02/08/2024	1,260.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	OPINIONS/LEGAL INTERPRETA	02/08/2024	1,532.10	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3266	GENERAL LITIGATION & HEARI	02/08/2024	342.00	100-90-61100 Legal Fees
Total PRUITT, EKES & GEARY, SC:						11,554.80	
RACINE COUNTY AGRICULTURAL SOCIETY							
General Fund	1550	RACINE COUNTY AGRICULTUR	2024 FAIR SP	CALEDONIA; COUNTY 2024 FAI	01/18/2024	2,500.00	100-13-51320 Memberships/Dues
Total RACINE COUNTY AGRICULTURAL SOCIETY:						2,500.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
RACINE WATER & WASTEWATER UTILITIES							
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09485	Q4-23; QTRLY SEWER CHARGE	01/18/2024	577,782.56	501-00-62550 Sewer Treatment Charges
Total RACINE WATER & WASTEWATER UTILITIES:						577,782.56	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00055128	TRUCK #43 PARTS	01/25/2024	359.67	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00055192	AIR ELBOW #14	01/29/2024	44.62	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00055224	GASKET	02/01/2024	37.48	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00055226	AIR FIITTINGS	02/01/2024	63.27	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00055250	CAB LEVEL	02/07/2024	58.90	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						563.94	
RELIABLE DOOR AND DOCK, INC.							
Capital Projects Fund	9303	RELIABLE DOOR AND DOCK, IN	PAY APP2 - O.	PAY APP 2; OVERHEAD DOORS	10/13/2023	190,515.00	400-75-65025 PSB-Village Sourced Bldg Impr
Total RELIABLE DOOR AND DOCK, INC.:						190,515.00	
RILEY CONSTRUCTION COMPANY, INC.							
Capital Projects Fund	9241	RILEY CONSTRUCTION COMPA	622709-17	GENERAL CONTRACTOR; GUA	01/04/2023	946,617.12	400-90-65020 PSB - Riley Construction
Total RILEY CONSTRUCTION COMPANY, INC.:						946,617.12	
SHERWIN INDUSTRIES							
Water Utility Fund	1795	SHERWIN INDUSTRIES	SC051710	FIBER MIX	01/23/2024	401.94	500-00-64270 Infrastructure Maintenance
Water Utility Fund	1795	SHERWIN INDUSTRIES	SC051728	FIBER MIX	01/25/2024	539.40	500-00-64270 Infrastructure Maintenance
Total SHERWIN INDUSTRIES:						941.34	
SHIELD SOLUTIONS LLC							
Capital Projects Fund	9324	SHIELD SOLUTIONS LLC	17223	SOAP DISPENSER MACHINE A	02/01/2024	393.50	400-75-65025 PSB-Village Sourced Bldg Impr
Total SHIELD SOLUTIONS LLC:						393.50	
SHRED-IT USA							
General Fund	1800	SHRED-IT USA	8005713938	DEC. 2023 - ON SITE SHRED C	12/25/2023	24.65	100-43-62100 Contracted Services
Total SHRED-IT USA:						24.65	
SIRCHIE FINGER PRINT LABS							
General Fund	1808	SIRCHIE FINGER PRINT LABS	0629763-IN	SYRINGE TUBES FOR EVIDENC	02/02/2024	78.32	100-30-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total SIRCHIE FINGER PRINT LABS:						78.32	
SJE, INC.							
Sewer Utility Fund	1119	SJE, INC.	CD99509216	REPAIR SEWAGE LIFT STATION	01/05/2024	28,973.00	501-18737-000 CIP-Central Attenuation Basin
Total SJE, INC.:						28,973.00	
STARNET TECHNOLOGIES							
Water Utility Fund	1855	STARNET TECHNOLOGIES	0092500-IN	Q1-24; DATA CHARGES	01/16/2024	120.00	500-00-64150 Communication Services
Sewer Utility Fund	1855	STARNET TECHNOLOGIES	0092500-IN	Q1-24; DATA CHARGES	01/16/2024	360.00	501-00-64150 Communication Services
Storm Water Utility Fund	1855	STARNET TECHNOLOGIES	0092500-IN	Q1-24; DATA CHARGES	01/16/2024	60.00	502-00-64150 Communication Services
Total STARNET TECHNOLOGIES:						540.00	
STREICHERS							
General Fund	1895	STREICHERS	11678583	OFC SIBLEY NAME PATCHES	01/25/2024	14.99	100-30-50290 Other Personnel Benefits
Total STREICHERS:						14.99	
TAPCO							
Capital Projects Fund	1930	TAPCO	1768940	TRAFFIC SIGNALS - SAFETY BL	01/24/2024	58,100.00	400-75-65025 PSB-Village Sourced Bldg Impr
Capital Projects Fund	1930	TAPCO	1768940	TRAFFIC SIGNALS - SAFETY BU	01/24/2024	321.67	400-75-65025 PSB-Village Sourced Bldg Impr
Total TAPCO:						58,421.67	
TAX REFUND VENDOR							
General Fund	8997	TAX REFUND VENDOR	042202029000	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042202032000	PROPERTY TAX REFUND 2023 -	02/08/2024	205.48	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042202059000	PROPERTY TAX REFUND 2023 -	02/08/2024	76.97	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042204094000	REFUND OF DUPLICATE CULVE	01/29/2024	1,417.50	100-00-44320 Culvert Fees
General Fund	8997	TAX REFUND VENDOR	042204173000	PROPERTY TAX REFUND 2023 -	02/08/2024	57.90	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042204225000	PROPERTY TAX REFUND 2023 -	02/08/2024	2,404.34	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042204263000	PROPERTY TAX REFUND 2023 -	02/08/2024	148.30	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042205042000	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042220032000	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042226068000	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042233087020	PROPERTY TAX REFUND 2023 -	02/08/2024	186.97	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042233126000	PROPERTY TAX REFUND 2023 -	02/08/2024	490.50	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	04223313170 2	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042236060006	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042236060010	PROPERTY TAX REFUND 2023 -	02/08/2024	7,611.15	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042236243000	PROPERTY TAX REFUND 2023 -	02/08/2024	4,469.63	100-26630-000 Advanced Tax Collections

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	8997	TAX REFUND VENDOR	042236461680	PROPERTY TAX REFUND 2023 -	02/08/2024	1,189.22	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042308061000	PROPERTY TAX REFUND 2023 -	02/08/2024	3,444.65	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042308099000	PROPERTY TAX REFUND 2023 -	02/08/2024	624.07	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042317185000	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042317198000	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042319077000	PROPERTY TAX REFUND 2023 -	02/08/2024	152.00	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042320382000	PROPERTY TAX REFUND 2023 -	02/08/2024	5,396.05	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042321265150	PROPERTY TAX REFUND 2023 -	02/08/2024	95.16	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042321360000	PROPERTY TAX REFUND 2023 -	02/08/2024	4,479.49	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042329259000	PROPERTY TAX REFUND 2023 -	02/08/2024	2,839.63	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042329404000	PROPERTY TAX REFUND 2023 -	02/08/2024	52.66	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042330105020	PROPERTY TAX REFUND 2023 -	02/08/2024	275.42	100-26630-000 Advanced Tax Collections
General Fund	8997	TAX REFUND VENDOR	042330203000	PROPERTY TAX REFUND 2023 -	02/08/2024	204.71	100-26630-000 Advanced Tax Collections
Total TAX REFUND VENDOR:						38,025.16	
THE DAILY REPORTER							
General Fund	9279	THE DAILY REPORTER	745669918	PUBLIC NOTICE 2024 HOT MIX	01/24/2024	264.60	100-41-61000 Professional Services
Total THE DAILY REPORTER:						264.60	
TI INVESTORS OF CALEDONIA LLC							
TID #4 Fund	3907	TI INVESTORS OF CALEDONIA	TID DRAW #1	TID DRAW #1; INCENTIVES	02/08/2024	1,902,750.00	414-00-67700 Developer Payments
Total TI INVESTORS OF CALEDONIA LLC:						1,902,750.00	
TOTAL ENERGY SYSTEMS LLC							
Sewer Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV112165	GENERATOR REPAIR	01/10/2024	1,380.00	501-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV112871	GENERATOR MAINTENANCE	01/23/2024	1,130.00	501-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV113039	GENERATOR MAINTENANCE	01/25/2024	1,130.00	501-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV113461	GENERATOR MAINTENANCE	01/31/2024	1,185.00	501-00-64250 Equipment Repairs & Maintenanc
TOTAL ENERGY SYSTEMS LLC:						4,825.00	
TRANSCENDENT TECHNOLOGIES, LLC							
General Fund	2006	TRANSCENDENT TECHNOLOGI	M6284	2023 TAX SOFTWARE MAINTEN	10/20/2023	2,426.00	100-90-64300 IT Maintenance & Subscriptions
Total TRANSCENDENT TECHNOLOGIES, LLC:						2,426.00	
ULINE							
General Fund	2030	ULINE	172763654	STORAGE FILE BOX FOR NEW	01/04/2024	134.10	100-30-64070 Work Supplies
Capital Projects Fund	2030	ULINE	173108321	CABINETS/SHELVING	01/12/2024	1,854.14	400-75-65025 PSB-Village Sourced Bldg Impr

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total ULINE:						1,988.24	
UNIFIRST CORPORATION							
General Fund	2035	UNIFIRST CORPORATION	1470029333	COVERALLS & RAGS	01/24/2024	119.23	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470030634	COVERALLS & RAGS	01/31/2024	119.23	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470031697	COVERALLS & RAGS	02/07/2024	124.67	100-41-62100 Contracted Services
Total UNIFIRST CORPORATION:						363.13	
UTILITY VENDOR REFUND							
Sewer Utility Fund	8996	UTILITY VENDOR REFUND	001-3330-00	REFUND DUE TO PSN PAYMEN	01/15/2024	170.00	501-00-46251 Residential Service
Water Utility Fund	8996	UTILITY VENDOR REFUND	001-3330-00	REFUND DUE TO PSN PAYMEN	01/15/2024	72.77	500-00-46251 Residential Service
Water Utility Fund	8996	UTILITY VENDOR REFUND	001-3330-00	REFUND DUE TO PSN PAYMEN	01/15/2024	15.53	500-00-46255 Public Fire Protection
Total UTILITY VENDOR REFUND:						258.30	
VILLAGE OF MT. PLEASANT							
Sewer Utility Fund	2082	VILLAGE OF MT. PLEASANT	0059858	TELEWISE SANITARY SEWER; T	01/12/2024	506.81	501-00-64240 Building Repairs & Maintenance
Total VILLAGE OF MT. PLEASANT:						506.81	
WI DEPT OF JUSTICE-TIME							
General Fund	2142	WI DEPT OF JUSTICE-TIME	455TIME-0000	Q1-24; QUARTERLY TIME ACCE	01/10/2024	651.75	100-30-62100 Contracted Services
Total WI DEPT OF JUSTICE-TIME:						651.75	
WISCONSIN DEPARTMENT OF JUSTICE							
General Fund	9018	WISCONSIN DEPARTMENT OF	126	ACTIVE THREAT CONFERENCE	11/13/2023	500.00	100-30-51300 Education/Training/Conferences
Total WISCONSIN DEPARTMENT OF JUSTICE:						500.00	
WISCONSIN RURAL WATER ASSOC							
Water Utility Fund	2185	WISCONSIN RURAL WATER AS	2758	TRAINING ; E.DEAN	01/15/2024	550.00	500-00-51300 Education/Training/Conferences
Total WISCONSIN RURAL WATER ASSOC:						550.00	
Grand Totals:						5,111,557.32	

TOTAL PAYMENTS BY FUND

Capital Projects Fund	\$1,811,918.44	Sewer Utility Fund	\$ 649,947.24
Donation Fund	\$ 5,713.74	Stormwater Utility Fund	\$ 6,302.73
General Fund	\$ 454,570.17	TID #4 Fund	\$1,911,276.00
Recycling Fund	\$ 47,588.83	TID #5 Fund	\$ 16,185.50
Refuse Fund	\$ 96,494.71	Water Utility Fund	\$ 111,559.96

TOTALS \$5,111,557.32

OATH OF OFFICE

STATE OF WISCONSIN)
)SS.
VILLAGE OF CALEDONIA)

I, Michael Lambrecht, having been appointed to the Communications Commission for the Village of Caledonia, swear that I will support the Constitution of the United States and the Constitution of the State of Wisconsin and will faithfully and impartially discharge the duties of said position to the best of my ability. So help me God.

Dated this _____ day of _____, 2024.

Name

Subscribed and sworn to before me this _____ day of _____, 2024.

Jennifer Olsen
Caledonia Village Clerk

Seal