



VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA

Wednesday, May 1, 2024 – 6:00 p.m.

Caledonia Village Hall – 5043 Chester Lane

THIS WILL BE AN IN-PERSON MEETING

- 1. Meeting Called to Order**
- 2. Roll Call**
- 3. Election of Officers**
- 4. Approval of Minutes**
 - a. Utility District Regular Meeting – April 3, 2024
- 5. Citizen Comments**
- 6. Communications and Announcements**
 - a. Racine Water Utility Agenda & Minutes
 - b. Racine Sewer Utility Agenda & Minutes
 - c. Utility Operator Staffing Update
- 7. Approval of O&M Bills**
 - a. O&M Bills related to the Sewer, Water & Storm Water Utility District
- 8. Project Updates**
 - a. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade
 - b. Annual Televising Program – Sanitary Sewer
 - c. Central Lift Station Safety Site & Attenuation Basin
 - d. TID #4 Elevated Storage Tank & Adams Road Watermain
 - e. Western Village / Sundance Heights Watermain Replacement
 - f. Hoods Creek – Aldebaran Brushing Project
 - g. Turtle Creek Restoration
 - h. 4 Mile Road Tile (Club View Subdivision to Erie Street)
- 9. Action Items**
 - a. Conditional Approval – Onsite Civil Engineering Infrastructure Plan – CSW Expansion Phase 3.5 – Central Storage & Warehouse, LLC
 - b. Conditional Approval – Construction Plans – Bel Mar Avenue Water Main Extension – Scott Jensen & Dustin Young
 - c. Request for Assistance Discussion – 18” Drain Tile – Prairie Pathways Phase 6 – Ray Leffler
 - d. Professional Design Services Proposal – 4 Mile Road / Erie Street Drainage Study
 - e. Authorization of Signatures – Storm Sewer Easement Agreement – 9918 Dunkelow Road – Jospeh Passarelli
- 10. Adjournment**

**Village of Caledonia Utility District Meeting
April 3, 2024**

1 – Order

President Stacey called the Village of Caledonia Utility District meeting to order at 6:01 pm.

2 – Roll Call

PRESENT: 5 – President Howard Stacey, Robert Kaplan, Dave Ruffalo, John Strack and Trustee Lee Wishau.

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

3 - Approval of Minutes February 7, 2024

A motion was made by Trustee Wishau to approve the Utility District’s minutes of March 6, 2024, seconded by Commissioner Kaplan. **Motion carried 5-0.**

4 – Citizen Comments

5 – Communications & Announcements

a. Racine Water Utility Agenda & Minutes

The Commission looked over the agenda and minutes from the March 19th meeting of the Racine Water Utility.

b. Racine Sewer Utility Agenda & Minutes

The Commission looked over the agenda and minutes from the March 19th meeting of the Racine Sewer Utility.

c. MS4 Annual Report

Director Bunkelman completed the MS4 Annual Report for the WDNR. The report was filed on March 26, 2024.

d. Utility Operator Staffing Update

Director Bunkelman indicated that there was an interview held on March 21st and a second candidate is also being reviewed.

6 – Approval of O&M Bills

a. Trustee Wishau moved to approve the Sewer Utility Invoices in the amount of \$57,056.59 from the March 27th invoice list. Seconded by Commissioner Kaplan. **Motion carried 5-0.**

b. Trustee Wishau moved to approve the Water Utility Invoices in the amount of \$110,110.22 from the March 27th invoice list. Seconded by Commissioner Kaplan. **Motion carried 5-0.**

c. Trustee Wishau moved to approve the Storm Water Utility Invoices in the amount of \$2,578.93 from the March 27th invoice list. Seconded by Commissioner Kaplan. **Motion carried 5-0.**

7 – Project Updates

- a. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade**
Facility Plan to be wrapped up at a later date. Project on hold temporarily to not have conflicts with the Highway 38 Bridge Replacement.
- b. Annual Televising Program – Sanitary Sewer**
Continue to perform repairs that staff can perform.
- c. Central Lift Station Safety Site & Attenuation Basin**
Pump #2 reinstalled. Awaiting results from teardown of Pump #3. Awaiting delivery of Air Release Valves for replacement on forcemain.
- d. TID #4 Elevated Storage Tank & Adams Road Watermain**
Awaiting Can Booster location recommendation, to be determined based on pressures. Wrapping up final design on tower. Will be submitting to the DNR in the next week or two.
- e. Western Village / Sundance Heights Watermain**
Watermain design is completed. Awaiting information from the Engineering Department for the road culvert replacements.
- f. Hoods Creek – Aldebaran Brushing Project**
Contractor will be contacted to begin work again in 2024.
- g. Turtle Creek Restoration**
Southern Wisconsin Appraisal meeting with owners to discuss easements. Will be working with Great Lakes Tree to remove some of the trees that are creating issues in the Klema Ditch.
- h. 4 Mile Road Tile (Club View Subdivision to Erie Street)**
Awaiting proposal from Design Engineer.

8 – Action Items

- a. Riverbend Lift Station – Pump Repair/Replacement**
Director Bunkelman explained to repair Pump #3 the cost is \$44,873. To replace Pump #3 the cost is \$64,845. With the current pump being 36 years old it is difficult to spend this much money to repair the pump, considering it is already beyond the typical service life.

Commissioner Ruffalo moved to forward to the Committee of the Whole to sole source purchase a Fairbanks 8” B5415 Pump for \$64,845.00 for the Riverbend Lift Station. Seconded by Commissioner Kaplan. **Motion carried 5-0.**
- b. Conditional Approval – Civil Engineering Infrastructure Plan – Cold Storage Build to Suit – Caledonia Corporate Park – Zilber Property Group**

Director Bunkelman gave an overview of how the property was to be served by Sanitary Sewer, Water, and discussed the Storm Water Drainage. Bunkelman also explained the concerns for the project on what needed to be adjusted to be an acceptable project. Bunkelman referred to Engineer Schmidt's review letter.

Trustee Wishau moved to approve the Civil Engineering Infrastructure Plan for the Cold Storage Build to Suit in the Caledonia Corporate Park subject to the 4 conditions in Director Bunkelman's March 27th memo. Seconded by Commissioner Ruffalo. **Motion carried 5-0.**

c. Conditional Approval – Onsite Civil Engineering Infrastructure Plan – CSW Expansion Phase 3.5 – Central Storage & Warehouse LLC

Director Bunkelman gave an overview of his concerns with this plan as presented. A review letter was sent but has yet to be responded to.

Trustee Wishau moved to lay this item over until the next meeting. Seconded by Commissioner Ruffalo. **Motion carried 5-0.**

d. Conditional Approval – Condominium Plat – Waters Edge Place Condominiums – CCM Caledonia, LLC

Director Bunkelman gave an overview of the Waters Edge Place Condominium Plat and a small explanation of the Utilities and how the site was to be served.

Commissioner Strack moved to recommend approval of the Final Condominium Plat for Water's Edge Place Condominiums subject to the 12 conditions listed in the Village Engineer's memo dated March 19, 2024. Seconded by Trustee Wishau. **Motion carried 5-0.**

e. Approval & Authorization of Signatures – Raymond School District – Ditch Cleanup Project

Trustee Wishau moved to approve the Raymond School District 8th Grade Class to perform a Ditch Cleaning Project for 2024 prior to the first grass cutting of the drainage ways subject to obtaining an updated insurance certificate that is acceptable to the Caledonia Utility District. Seconded by Commission Ruffalo. **Motion carried 5-0.**

Trustee Wishau moved to authorize the President and Secretary of the Caledonia Utility District to execute a contract to perform the ditch cleaning project for insurance purposes. Seconded by Commissioner Strack. **Motion carried 5-0.**

9 – Adjournment

Upon a motion by Commissioner Strack and seconded by Commissioner Kaplan, the Commission moved to adjourn the regular meeting at 6:50 pm. **Motion carried 5-0.**

Respectively submitted,
Anthony A. Bunkelman P.E.



City of Racine

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

Meeting Agenda Waterworks Commission

Tuesday, April 16, 2024

4:00 PM

City Hall, Room 207

ROLL CALL

[0333-24](#)

Subject: Approval of Minutes for the March 19, 2024, Waterworks Commission Meeting

Fiscal Note: N/A

Attachments:

[wa minutes 20240319](#)

[0334-24](#)

Subject: Communication from Utility Director for Report Update on Plant Monitoring Requirements

Fiscal Note: N/A

[0335-24](#)

Subject: Approval of First Amendment to Summit Water Tower/Ground License Agreement with Verizon Wireless

Fiscal Note: N/A

Attachments:

[first amendmt_verizon_racine_grain_relo](#)
[attachment a_racine_grain_relo](#)

[0337-24](#)

Subject: Discussion of 2024 Lead Service Line Replacement Project Management and Outreach

Fiscal Note: N/A

Adjournment

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



City of Racine

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

Meeting Minutes - Draft

Waterworks Commission

Tuesday, April 16, 2024

4:00 PM

City Hall, Room 207

ROLL CALL

PRESENT: 5 - Natalia Taft, John Tate II, Stacy Sheppard, Terry McCarthy and Mollie Jones

EXCUSED: 2 - Cory Mason and Paul Vornholt

[0333-24](#)

Subject: Approval of Minutes for the March 19, 2024, Waterworks Commission Meeting

Recommendation: To Approve

Fiscal Note: N/A

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

[0334-24](#)

Subject: Communication from Utility Director for Report Update on Plant Monitoring Requirements

Recommendation: To Receive & File

Fiscal Note: N/A

Water Utility Superintendent, Joel Brunner, presented the 2023 Consumer Confidence Report, while also briefing the Commission on the status of current monitoring water quality requirements for the Utility, and impending new federal regulation.

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

[0335-24](#)

Subject: Approval of First Amendment to Summit Water Tower/Ground License Agreement with Verizon Wireless

Recommendation: To Approve

Fiscal Note: N/A

The Water Utility Director discussed a request from Verizon Wireless to replace the current cellular antenna equipment from the top of the Utility Summit Tank. The original agreement from December 2020 requires an amendment with respect to subsequent installation of equipment and Utility approval of construction plans.

A motion was made by Vice President Taft, seconded by Sheppard, that this file be Approved to authorize the Utility Director to sign the Amendment upon legal review and recommendation by outside Counsel.

[0337-24](#)

Subject: Discussion of 2024 Lead Service Line Replacement Project Management and Outreach

Fiscal Note: N/A

Utility Chief Engineer, Chad Regalia, updated the Commission of ongoing efforts to communicate and reach city residents that are impacted by current planned projects in congruence to the newly City mandated Lead Service Line (LSL) replacement ordinance.

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

Adjournment

There being no further business to address, the meeting was adjourned at 4:40 p.m.



City of Racine

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

Meeting Agenda Wastewater Commission

Tuesday, April 16, 2024

4:30 PM

City Hall, Room 207

ROLL CALL

[0326-24](#)

Subject: Approval of Minutes for the March 19, 2024, Meeting

Fiscal Note: N/A

Attachments:

[ww minutes 20240319](#)

[0327-24](#)

Subject: Request by the Village of Caledonia for a Sanitary Sewer Extension for TID #4 Phase 4

Fiscal Note: N/A

Attachments:

[ssr caled TID #4 ph 4](#)

[0328-24](#)

Subject: Communication from Wastewater Utility Director Regarding April Rain Event

Fiscal Note: N/A

[0329-24](#)

Subject: Communication from Wastewater Utility Director Regarding 2024 Class II Sewer Rates

Fiscal Note: N/A

[0109-24](#)

Subject: Change Order No. 1 on Contract C-22, Engines/Blowers Project, August Winter & Sons, Inc. (Contractor)

Fiscal Note: Contract change results in an increase of \$304,199.00 bringing the total contract amount to \$5,599,199.00

Attachments:

[C-22 co #1 blower & engine generator pri](#)

CLOSED SESSION

It is intended that the Wastewater Commission will convene in closed session pursuant to Wisconsin Statutes Section 19.85(1)(e), to address matters that, for competitive or bargaining reasons, require a closed session, and which, if publicly noticed, would compromise such negotiation, and bargaining strategy.

[0330-24](#)

Subject: Communication sponsored by Alder McCarthy requesting that the Wastewater Commission meet regarding bargaining and development opportunities, which for competitive and bargaining reasons, require a closed session

Fiscal Note: N/A

OPEN SESSION

The Wastewater Commission will return to Open Session and may take action on any item discussed during Closed Session.

Adjournment

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

| FUND | Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | GL Account and Title |
|-----------------------------------|--------|---------------------------|----------------|-----------------------------|--------------|--------------------|---|
| ACH - WE ENERGIES | | | | | | | |
| Water Utility Fund | 380 | ACH - WE ENERGIES | 4975110131 | MARCH 24 GAS & ELECTRIC | 04/16/2024 | 2,269.90 | 500-00-64140 Utilities |
| Sewer Utility Fund | 380 | ACH - WE ENERGIES | 4975110131 | MARCH 24 GAS & ELECTRIC | 04/16/2024 | 16,466.19 | 501-00-64140 Utilities |
| Storm Water Utility Fund | 380 | ACH - WE ENERGIES | 4975110131 | MARCH 24 GAS & ELECTRIC | 04/16/2024 | 275.61 | 502-00-64140 Utilities |
| Total ACH - WE ENERGIES: | | | | | | 19,011.70 | |
| AMERICAN LEAK DETECTION | | | | | | | |
| Water Utility Fund | 79 | AMERICAN LEAK DETECTION | 00254073 | WATER MAIN LEAK DETECTION | 01/15/2024 | 485.00 | 500-00-64270 Infrastructure Maintenance |
| Water Utility Fund | 79 | AMERICAN LEAK DETECTION | 00260061 | WATER MAIN LINE LEAK DETE | 01/22/2024 | 485.00 | 500-00-64270 Infrastructure Maintenance |
| Total AMERICAN LEAK DETECTION: | | | | | | 970.00 | |
| BADGER METER INC. | | | | | | | |
| Water Utility Fund | 163 | BADGER METER INC. | 1649438 | WIRE SEAL 3 STRAND 250 FT L | 04/08/2024 | 118.95 | 500-00-64070 Work Supplies |
| Total BADGER METER INC.: | | | | | | 118.95 | |
| BUY RIGHT, INC. | | | | | | | |
| Water Utility Fund | 273 | BUY RIGHT, INC. | 14873 - 42896 | RETURN OF BREAK PADS | 03/27/2024 | -24.37 | 500-00-63300 Vehicle Repairs & Maintenance |
| Sewer Utility Fund | 273 | BUY RIGHT, INC. | 14873 - 42896 | RETURN OF BREAK PADS | 03/27/2024 | -24.37 | 501-00-63300 Vehicle Repairs & Maintenance |
| Water Utility Fund | 273 | BUY RIGHT, INC. | 14873 - 42941 | BREEZE, FLEXZILLA | 04/01/2024 | 1.47 | 500-00-63300 Vehicle Repairs & Maintenance |
| Sewer Utility Fund | 273 | BUY RIGHT, INC. | 14873 - 42941 | BREEZE, FLEXZILLA | 04/01/2024 | 1.47 | 501-00-63300 Vehicle Repairs & Maintenance |
| Water Utility Fund | 273 | BUY RIGHT, INC. | 14873 - 42948 | FLEXZILLA, BREEZE, DIESEL E | 04/02/2024 | 9.71 | 500-00-63300 Vehicle Repairs & Maintenance |
| Sewer Utility Fund | 273 | BUY RIGHT, INC. | 14873 - 42948 | FLEXZILLA, BREEZE, DIESEL E | 04/02/2024 | 9.71 | 501-00-63300 Vehicle Repairs & Maintenance |
| Water Utility Fund | 273 | BUY RIGHT, INC. | 14873 - 42948 | FLEXZILLA, BREEZE, DIESEL E | 04/02/2024 | 55.98 | 500-00-63200 Fuel, Oil, Fluids |
| Sewer Utility Fund | 273 | BUY RIGHT, INC. | 14873 - 42948 | FLEXZILLA, BREEZE, DIESEL E | 04/02/2024 | 55.98 | 501-00-63200 Fuel, Oil, Fluids |
| Water Utility Fund | 273 | BUY RIGHT, INC. | 14873-428944 | BRAKE PADS | 03/27/2024 | 46.46 | 500-00-63300 Vehicle Repairs & Maintenance |
| Sewer Utility Fund | 273 | BUY RIGHT, INC. | 14873-428944 | BRAKE PADS | 03/27/2024 | 46.47 | 501-00-63300 Vehicle Repairs & Maintenance |
| Water Utility Fund | 273 | BUY RIGHT, INC. | 14873-430132 | OIL & FILTERS | 04/09/2024 | 15.06 | 500-00-63300 Vehicle Repairs & Maintenance |
| Sewer Utility Fund | 273 | BUY RIGHT, INC. | 14873-430132 | OIL & FILTERS | 04/09/2024 | 15.06 | 501-00-63300 Vehicle Repairs & Maintenance |
| Water Utility Fund | 273 | BUY RIGHT, INC. | 14873-430132 | OIL & FILTERS | 04/09/2024 | 23.88 | 500-00-63200 Fuel, Oil, Fluids |
| Sewer Utility Fund | 273 | BUY RIGHT, INC. | 14873-430132 | OIL & FILTERS | 04/09/2024 | 23.88 | 501-00-63200 Fuel, Oil, Fluids |
| Total BUY RIGHT, INC.: | | | | | | 256.39 | |
| CUMMINS SALES AND SERVICES | | | | | | | |
| Sewer Utility Fund | 429 | CUMMINS SALES AND SERVICE | F6-73262 | REPLACE RADIATOR & PERFO | 04/12/2024 | 4,499.85 | 501-00-64250 Equipment Repairs & Maintenanc |

| FUND | Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | GL Account and Title |
|-----------------------------------|--------|-------------------------|----------------|----------------------------|--------------|--------------------|--|
| Total CUMMINS SALES AND SERVICES: | | | | | | 4,499.85 | |
| G & F EXCAVATING | | | | | | | |
| Water Utility Fund | 687 | G & F EXCAVATING | 36065 | REPLACE WATER SERVICE FR | 04/02/2024 | 2,895.00 | 500-00-64270 Infrastructure Maintenance |
| Total G & F EXCAVATING: | | | | | | 2,895.00 | |
| GRAINGER | | | | | | | |
| Water Utility Fund | 3290 | GRAINGER | 9080122113 | INVERTER CONNECTORS FOR | 04/09/2024 | 75.55 | 500-00-64070 Work Supplies |
| Sewer Utility Fund | 3290 | GRAINGER | 9080122113 | INVERTER CONNECTORS FOR | 04/09/2024 | 75.55 | 501-00-64070 Work Supplies |
| Total GRAINGER: | | | | | | 151.10 | |
| KORTENDICK HARDWARE | | | | | | | |
| Water Utility Fund | 1096 | KORTENDICK HARDWARE | 164586 | MISC. FASTENERS | 04/10/2024 | 1.35 | 500-00-64070 Work Supplies |
| Water Utility Fund | 1096 | KORTENDICK HARDWARE | 164778 | DISCHARGE HOSE | 04/19/2024 | 8.09 | 500-00-64070 Work Supplies |
| Sewer Utility Fund | 1096 | KORTENDICK HARDWARE | 164778 | DISCHARGE HOSE | 04/19/2024 | 8.10 | 501-00-64070 Work Supplies |
| Total KORTENDICK HARDWARE: | | | | | | 17.54 | |
| KRIETE GROUP | | | | | | | |
| Sewer Utility Fund | 1098 | KRIETE GROUP | R103016468:0 | 2014 MACK TRUCK VEHICLE R | 02/29/2024 | 1,306.79 | 501-00-63300 Vehicle Repairs & Maintenance |
| Storm Water Utility Fund | 1098 | KRIETE GROUP | R103016468:0 | 2014 MACK TRUCK VEHICLE R | 02/29/2024 | 435.60 | 502-00-63300 Vehicle Repairs & Maintenance |
| Total KRIETE GROUP: | | | | | | 1,742.39 | |
| LIGHTHOUSE COMMUNICATIONS | | | | | | | |
| Water Utility Fund | 1170 | LIGHTHOUSE COMMUNICATIO | 1050424 | Q1-24; SEWER STATEMENT MAI | 04/05/2024 | 3,819.11 | 500-00-64040 Postage & Shipping |
| Sewer Utility Fund | 1170 | LIGHTHOUSE COMMUNICATIO | 1050424 | Q1-24; SEWER STATEMENT MAI | 04/05/2024 | 3,819.10 | 501-00-64040 Postage & Shipping |
| Water Utility Fund | 1170 | LIGHTHOUSE COMMUNICATIO | 1050424 | Q1-24; SEWER STATEMENT MAI | 04/05/2024 | 1,400.35 | 500-00-64030 Office Supplies |
| Sewer Utility Fund | 1170 | LIGHTHOUSE COMMUNICATIO | 1050424 | Q1-24;SEWER STATEMENT MAI | 04/05/2024 | 1,400.36 | 501-00-64030 Office Supplies |
| Total LIGHTHOUSE COMMUNICATIONS: | | | | | | 10,438.92 | |
| MENARDS RACINE | | | | | | | |
| Sewer Utility Fund | 1281 | MENARDS RACINE | 84688 | PULSAR BW PUSH MOWER | 04/09/2024 | 124.99 | 501-00-64110 Small Equipment |
| Water Utility Fund | 1281 | MENARDS RACINE | 84688 | PULSAR BW PUSH MOWER | 04/09/2024 | 125.00 | 500-00-64110 Small Equipment |

| FUND | Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | GL Account and Title |
|--|--------|---------------------------|----------------|------------------------------|--------------|--------------------|---|
| Total MENARDS RACINE: | | | | | | 249.99 | |
| NETWORK SPECIALIST OF RACINE, INC. | | | | | | | |
| Water Utility Fund | 1390 | NETWORK SPECIALIST OF RAC | 45830 | MAY 2024 - OFFICE ANYWHERE | 04/08/2024 | 300.00 | 500-00-64300 IT Maintenance & Subscriptions |
| Sewer Utility Fund | 1390 | NETWORK SPECIALIST OF RAC | 45830 | MAY 2024 - OFFICE ANYWHERE | 04/08/2024 | 300.00 | 501-00-64300 IT Maintenance & Subscriptions |
| Total NETWORK SPECIALIST OF RACINE, INC.: | | | | | | 600.00 | |
| OAK CREEK WATER UTILITY | | | | | | | |
| Water Utility Fund | 1423 | OAK CREEK WATER UTILITY | 5320 | APR-24; WATER TESTS | 03/21/2024 | 365.00 | 500-00-62560 Water Sampling and Testing |
| Water Utility Fund | 1423 | OAK CREEK WATER UTILITY | 5328 | APR-24; WATER TESTS | 04/09/2024 | 365.00 | 500-00-62560 Water Sampling and Testing |
| Water Utility Fund | 1423 | OAK CREEK WATER UTILITY | 5329 | APR-24; WATER TEST - CLIFFSI | 04/10/2024 | 73.00 | 500-00-62560 Water Sampling and Testing |
| Water Utility Fund | 1423 | OAK CREEK WATER UTILITY | 5330 | APR-24; WATER TESTS | 04/11/2024 | 146.00 | 500-00-62560 Water Sampling and Testing |
| Water Utility Fund | 1423 | OAK CREEK WATER UTILITY | 5333 | APR-24; WATER TEST TO PUT | 04/12/2024 | 73.00 | 500-00-62560 Water Sampling and Testing |
| Total OAK CREEK WATER UTILITY: | | | | | | 1,022.00 | |
| RACINE WATER & WASTEWATER UTILITIES | | | | | | | |
| Sewer Utility Fund | 1574 | RACINE WATER & WASTEWATE | WWINV-09607 | BOND PAYMENTS | 04/02/2024 | 6,922.60 | 501-00-67100 Interest |
| Sewer Utility Fund | 1574 | RACINE WATER & WASTEWATE | WWINV-09607 | BOND PAYMENTS | 04/02/2024 | 5,829.76 | 501-00-67300 Principal |
| Total RACINE WATER & WASTEWATER UTILITIES: | | | | | | 12,752.36 | |
| RAY HINTZ INC. | | | | | | | |
| Water Utility Fund | 1592 | RAY HINTZ INC. | 64979 | GRASS SEED FOR WATERMAIN | 04/17/2024 | 270.00 | 500-00-64270 Infrastructure Maintenance |
| Total RAY HINTZ INC.: | | | | | | 270.00 | |
| RAYMOND SCHOOL DISTRICT | | | | | | | |
| Storm Water Utility Fund | 1600 | RAYMOND SCHOOL DISTRICT | 04132024 | RAYMOND SCHOOL DITCH CLE | 04/23/2024 | 1,000.00 | 502-00-64260 Grounds Repairs & Maintenance |
| Total RAYMOND SCHOOL DISTRICT: | | | | | | 1,000.00 | |
| SJE, INC. | | | | | | | |
| Sewer Utility Fund | 1119 | SJE, INC. | CD99520143 | MECHANICAL LABOR & MILEAG | 04/05/2024 | 2,637.50 | 501-00-64250 Equipment Repairs & Maintenanc |
| Total SJE, INC.: | | | | | | 2,637.50 | |

| FUND | Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | GL Account and Title |
|-----------------------------------|--------|--------------------------|----------------|-----------------------------|--------------|--------------------|--|
| STARNET TECHNOLOGIES | | | | | | | |
| Water Utility Fund | 1855 | STARNET TECHNOLOGIES | 0092617-IN | Q2-24; NCC DATA MONITORING | 04/10/2024 | 120.00 | 500-00-64150 Communication Services |
| Sewer Utility Fund | 1855 | STARNET TECHNOLOGIES | 0092617-IN | Q2-24; NCC DATA MONITORING | 04/10/2024 | 360.00 | 501-00-64150 Communication Services |
| Storm Water Utility Fund | 1855 | STARNET TECHNOLOGIES | 0092617-IN | Q2-24; NCC DATA MONITORING | 04/10/2024 | 60.00 | 502-00-64150 Communication Services |
| Total STARNET TECHNOLOGIES: | | | | | | 540.00 | |
| T & N TIRE SERVICE | | | | | | | |
| Water Utility Fund | 3851 | T & N TIRE SERVICE | 16152 | SERVICE CALL, 4 NEW TIRES & | 04/01/2024 | 575.00 | 500-00-63300 Vehicle Repairs & Maintenance |
| Sewer Utility Fund | 3851 | T & N TIRE SERVICE | 16152 | SERVICE CALL, 4 NEW TIRES & | 04/01/2024 | 1,725.00 | 501-00-63300 Vehicle Repairs & Maintenance |
| Total T & N TIRE SERVICE: | | | | | | 2,300.00 | |
| VILLAGE OF MT. PLEASANT | | | | | | | |
| Sewer Utility Fund | 2082 | VILLAGE OF MT. PLEASANT | 0060870 | SANITARY SEWER IMPROVEME | 04/11/2024 | 356,233.65 | 501-00-67100 Interest |
| Sewer Utility Fund | 2082 | VILLAGE OF MT. PLEASANT | 0060870 | SANITARY SEWER IMPROVEME | 04/11/2024 | 580,875.74 | 501-00-67300 Principal |
| Total VILLAGE OF MT. PLEASANT: | | | | | | 937,109.39 | |
| WAREHOUSE DIRECT | | | | | | | |
| Water Utility Fund | 2099 | WAREHOUSE DIRECT | 5701778-0 | NOTE PADS, STAPLES, PAPER | 04/10/2024 | 51.24 | 500-00-64030 Office Supplies |
| Sewer Utility Fund | 2099 | WAREHOUSE DIRECT | 5701778-0 | NOTE PADS, STAPLES, PAPER | 04/10/2024 | 51.23 | 501-00-64030 Office Supplies |
| Total WAREHOUSE DIRECT: | | | | | | 102.47 | |
| WISCONSIN DOCUMENT IMAGING | | | | | | | |
| Water Utility Fund | 9249 | WISCONSIN DOCUMENT IMAGI | 244259 | MAR-24; COPIER/PRINTER USA | 03/28/2024 | 81.77 | 500-00-64060 Copying & Printing |
| Sewer Utility Fund | 9249 | WISCONSIN DOCUMENT IMAGI | 244259 | MAR-24; COPIER/PRINTER USA | 03/28/2024 | 81.78 | 501-00-64060 Copying & Printing |
| Total WISCONSIN DOCUMENT IMAGING: | | | | | | 163.55 | |
| Grand Totals: | | | | | | 998,849.10 | |

PAYMENT TOTALS BY FUND

| | |
|--------------------------|---------------------|
| Sewer Utility Fund | \$982,846.39 |
| Storm Water Utility Fund | \$ 1,771.21 |
| Water Utility Fund | \$ 14,231.50 |
| TOTALS | \$998,849.10 |

CALEDONIA UTILITY DISTRICT PROJECT SUMMARY WORKSHEET

Riverbend Drive Lift Station Safety Site & Forcemain Upgrade

- Facility Plan to be wrapped up at a later date. Project on hold temporarily to not have conflicts with the Highway 38 Bridge Replacement.

Annual Televising Program – Sanitary Sewer

- Continue to perform repairs that staff can perform.

Central Lift Station Safety Site & Attenuation Basin

- Awaiting results from teardown of Pump #3. Awaiting delivery of Air Release Valves for replacement on forcemain. Design of Basin continues.

TID #4 Elevated Storage Tank & Adams Road Watermain

- Awaiting can booster location recommendation, to be determined based on pressures. Wrapping up final design on tower. Will be submitting to the DNR shortly.

Western Village / Sundance Heights Watermain

- Watermain design is completed. Engineering Department provided information for road culvert replacements. Updating plans and will be out to bid shortly.

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

Hoods Creek – Aldebaran Brushing Project

- Contractor will be contacted to begin work again in 2024.

Turtle Creek Restoration

- Southern Wisconsin Appraisal meeting with owners to discuss easements.
- Will be working with Great Lake Tree to remove some of the trees that are creating issues in the Klema Ditch.


4 Mile Road Tile (Club View Subdivision to Erie Street)

- Proposal received and reviewed. Action item on May meeting for approving Drainage Study.

MEMORANDUM

DATE: Friday, April 19, 2024

TO: Caledonia Utility District

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

RE: Conditional Approval – Construction Plans – Bel Mar Avenue Watermain Extension – Scott Jensen & Dustin Young

BACKGROUND INFORMATION

Al Jeske and Mark Madsen of Nielsen Madsen & Barber S.C. have prepared Construction Plans for the Bel Mar Avenue Water Main Extension. This watermain extension is required by the watermain extension rule for the construction of 2 new single-family homes at 6126 & 6114 Bel Mar Avenue.

The home at 6126 Bel Mar Avenue is already constructed. The owner made an attempt to construct the home as an addition, but the foundation of the existing home and the wall that they were attempting to keep making this an addition was not satisfactory to utilize. The home was allowed to proceed with the understanding that this owner would need to participate in the watermain project.

The home at 6114 Bel Mar Avenue has yet to be constructed and a Building Permit will not be issued until the watermain has been installed.

The existing Watermain at the intersection of Bel Mar Avenue and Short Road is proposed to be extended East to the East lot line of 6114 Bel Mar Avenue. There are 3 water services that are required to be installed. 6126, 6114, & 6123 Bel Mar Avenue. The Nelson Property at 6123 Bel Mar Avenue may require a future Public Hearing for a 10 year Right of Recovery (unless they volunteer to participate).

The Construction Plan has been submitted and reviewed by the Village Engineer and the Public Services Director. The Plans are in conformance with the Ordinance and are ready for Utility District Conditional Approval.

Included in this packet are the Review Letter and Construction Plans.

RECOMMENDATION

Move to approve the Construction Plan for the Bel Mar Avenue Watermain Extension subject to the following conditions.

- 1) The Design Engineer determines that the Civil Engineering Infrastructure Plan approved by the Caledonia Utility District is technically adequate and is stamped by the Design Engineer.**
- 2) All conditions outlined in the April 19, 2024 review letter from the Public Services Director are met.**
- 3) A Financial Guarantee is provided to ensure that the watermain is installed and constructed according to the Plans.**
- 4) The Owners agree that all costs associated with the watermain extension (Review, Inspection, etc.) are paid by the Owners.**
- 5) The applicant obtains all necessary permits from the Village, County and State as necessary prior to performing the project.**

Friday, April 19, 2024

Nielsen Madsen & Barber S.C.
c/o Al Jeske
1458 Horizon Boulevard Suite 200
Racine, WI 53406

RE: Bel Mar Avenue Water Main Extension Plan Review

Dear Al:

The Caledonia Utility District and the Caledonia Engineering Department have performed a review of the Bel Mar Avenue Water Main Extension Plans submitted March 12, 2024 for Scott Jensen & Dustin Young at 6126 & 6114 Bel Mar Avenue in the Village of Caledonia. Below is a summary of the review comments.

Water Main Extension Plan

- Change the Mueller Centurion A-423 Fire Hydrant with a Waterous Pacer Fire Hydrant with 5" Storz connection.
- All Watermain installation shall follow Caledonia Utility District Specifications.
- Prior to Construction will need to provide submittals (Watermain, Valves, Curbstops, Hydrants, Granular backfill, Bedding, etc.) for review.
- Will need to install cleanouts on the 3 sanitary sewer laterals. Provide detail for Sanitary Sewer Lateral Cleanout.
- Call out Slurry backfill for the water service crossing on Bel Mar Avenue.
- Correct Water Service grade for 6114 Bel Mar Avenue. Appears to have a 10' bust.
- Call out that 4 1/2" Binder course is placed in 2 lifts (Detail 3).
- For the Bel Mar Avenue Road Culvert will need to call out removing the portion of the 18" Road Culvert that is by the watermain and band on a new culvert and end apron (approximately 8').
- When the watermain is installed past the road culvert, if the culvert is silted in contact the Utility District to cleanout (blow out) the culvert as necessary.
- Pending the pavement condition near the sanitary manhole at the intersection, the asphalt patch may be required to replace the asphalt around the manhole instead of leaving a small 1' piece in between.
- Change asphalt patch on the North side of the watermain at Short Road to have it go to the centerline of the pavement (no 1' jog).
- As part of this project, the driveway culvert at 6114 Bel Mar Avenue is to be replaced. Will need to provide a callout for culvert (size, length, inverts etc.).

- Will need to provide cross sectional spot shots (EOP, CL, TOB) on the lot lines extended, at culvert pipes, at end points, and at high points. The road ditch shall be a minimum of 1.0' in depth/capacity at the high point and a minimum of 1.5' of depth for the remainder. Review the ditch grading as necessary to meet these parameters.
- Due to the slope of the ditch, the centerline of the ditch shall be sodded from the East end of the culvert at 6126 to the East to prevent erosion.
- Ditch grading in front of 6126 Bel Mar does not work with the proposed side yard swale. Elevation 614 appears to create a dam for the side yard swale. Modify the contours accordingly.
- On the grading plan (and others) adjust the text for the road culvert (north side) as it gets covered by the contour.
- The Watermain Extension Plan will need to be approved by the Caledonia Utility District. Conditional Approval is scheduled for May 1, 2024.
- Upon approval of the Watermain Extension Plan and all conditions outlined above, the Watermain Extension Plan shall be Professional Engineer stamped.
- Once approved by the Caledonia Utility District and all conditions above are met, 2 stamped hard copies and 1 stamped electronic (pdf) copy are to be submitted for the development.
- A Financial Guarantee will need to be provided to ensure that the Watermain is installed and constructed to the approved plans. Provide a cost estimate for the Watermain or the contractors proposal for installing the watermain for the Village to determine the amount of the Financial Guarantee.
- The Utility District retains the right to add comments to subsequent reviews of the Watermain Extension Plan until the plan has been approved by the Caledonia Utility District.

General Comments

- Will need to apply for a Road Opening Permit & a Land Disturbance Permit.
- Will need to provide the Utility with the DNR approval of the Watermain Extension.
- The Utility District will require an inspector to observe the installation of the watermain. The owners will be required to pay for all costs associated with the watermain (including inspection & testing costs).

If there are any questions about these comments, please feel free to contact me at abunkelman@caledonia-wi.gov or 262-835-6416.

Sincerely,

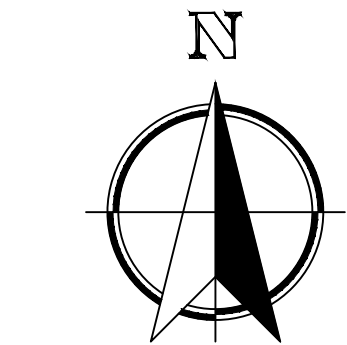


Anthony A. Bunkelman P.E.
Public Services Director



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

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



40' 20' 0' 20' 40'
SCALE 1" = 20'

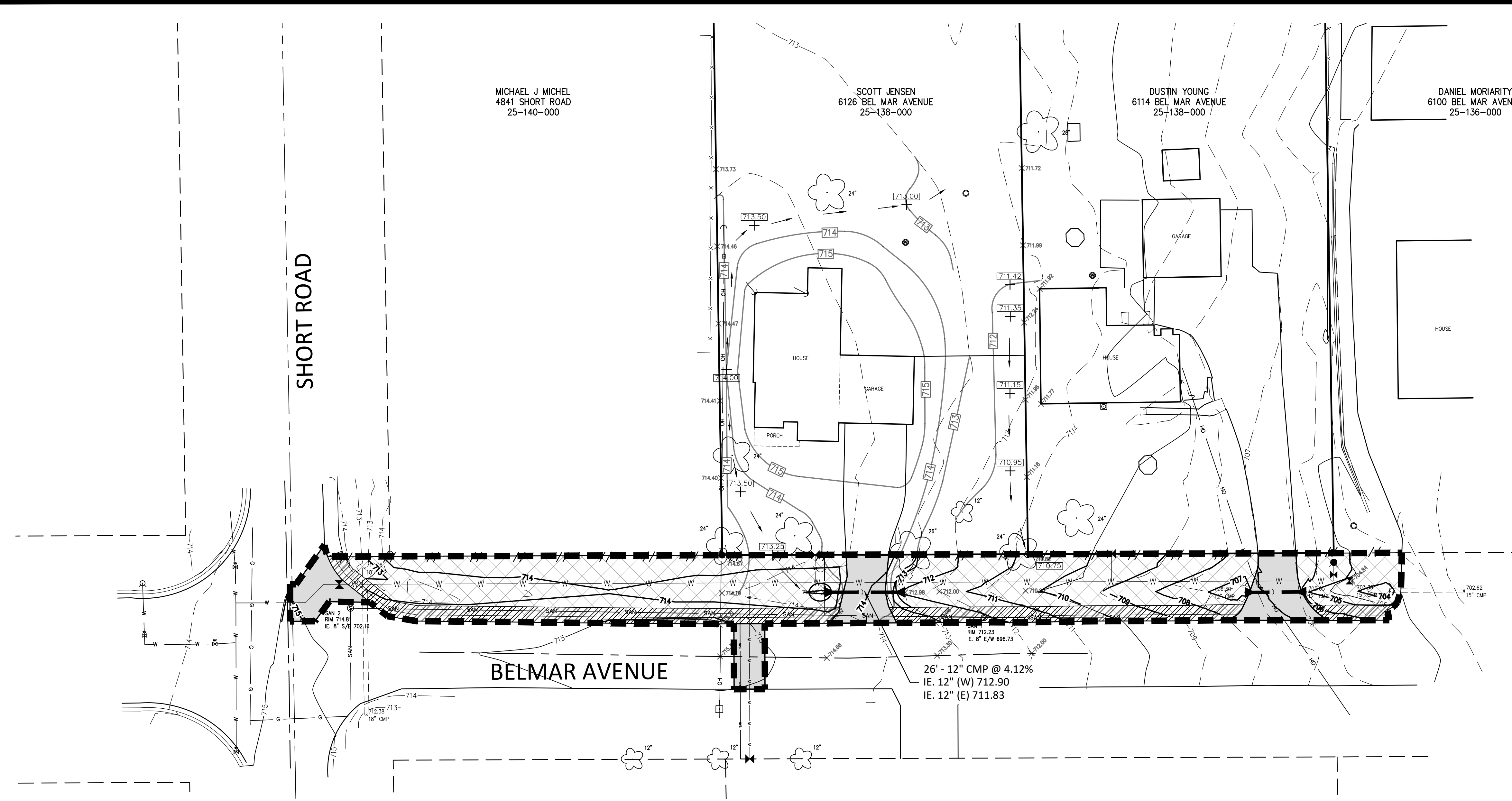
GRADING/EROSION CONTROL LEGEND

- 692— EXISTING CONTOURS
- 702— PROPOSED CONTOURS (HOUSE GRADING)
- 702— PROPOSED CONTOURS (DITCH GRADING)
- 804.85— PROPOSED FINISHED GRADES
- //— SILT FENCE
- [STONE TRACKING PAD] STONE TRACKING PAD
- [SLOPE EROSION MAT] SLOPE EROSION MAT, CLASS I - TYPE A
- [GRAVEL SHOULDER] GRAVEL SHOULDER
- [DASHED] DISTURBED AREA (7,844 SF = 0.180 AC)

DIGGERS HOTLINE
Call 800 or (800) 242-8511
www.DiggersHotline.com

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.



SITE GRADING & SUB-GRADE PREPARATION

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.

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 3±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.

EROSION & SEDIMENT CONTROL NOTES

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 WDNR, 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 WDNR 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 WDNR 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 ON SITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052.

PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEP AND/OR SCRAPED 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.

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".

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.

**BEL MAR AVENUE
WATER MAIN EXTENSION
GRADING PLAN & EROSION CONTROL PLAN**
FOR
SCOTT JENSEN
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

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DATE: 3-11-2024

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ISSUE FOR APPROVAL: 3-12-2024



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

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

**BEL MAR AVENUE
WATER MAIN EXTENSION**
WATERMAIN PLAN & PROFILE
STA. 0+00.00 - 6+00.00

FOR
SCOTT JENSEN

VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

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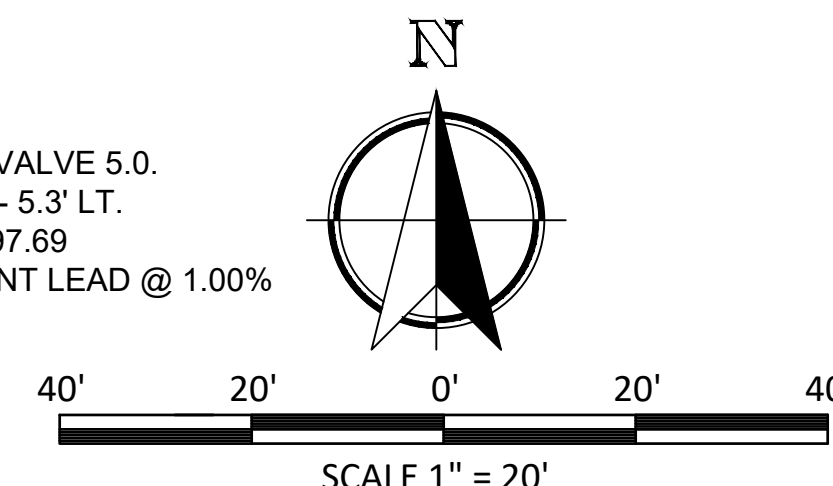
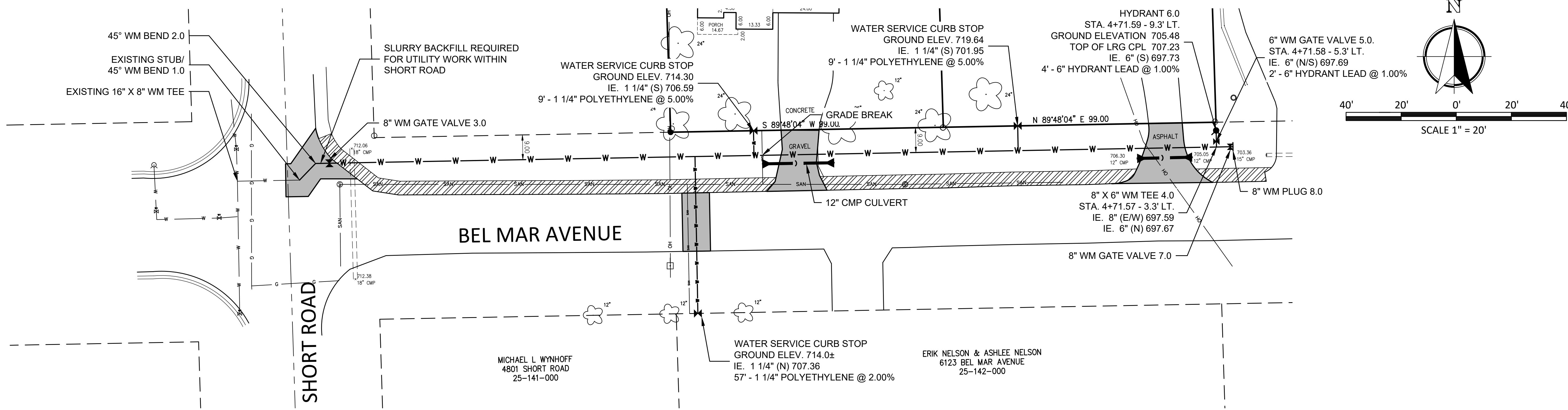
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ISSUE FOR REVIEW: 3-12-2024

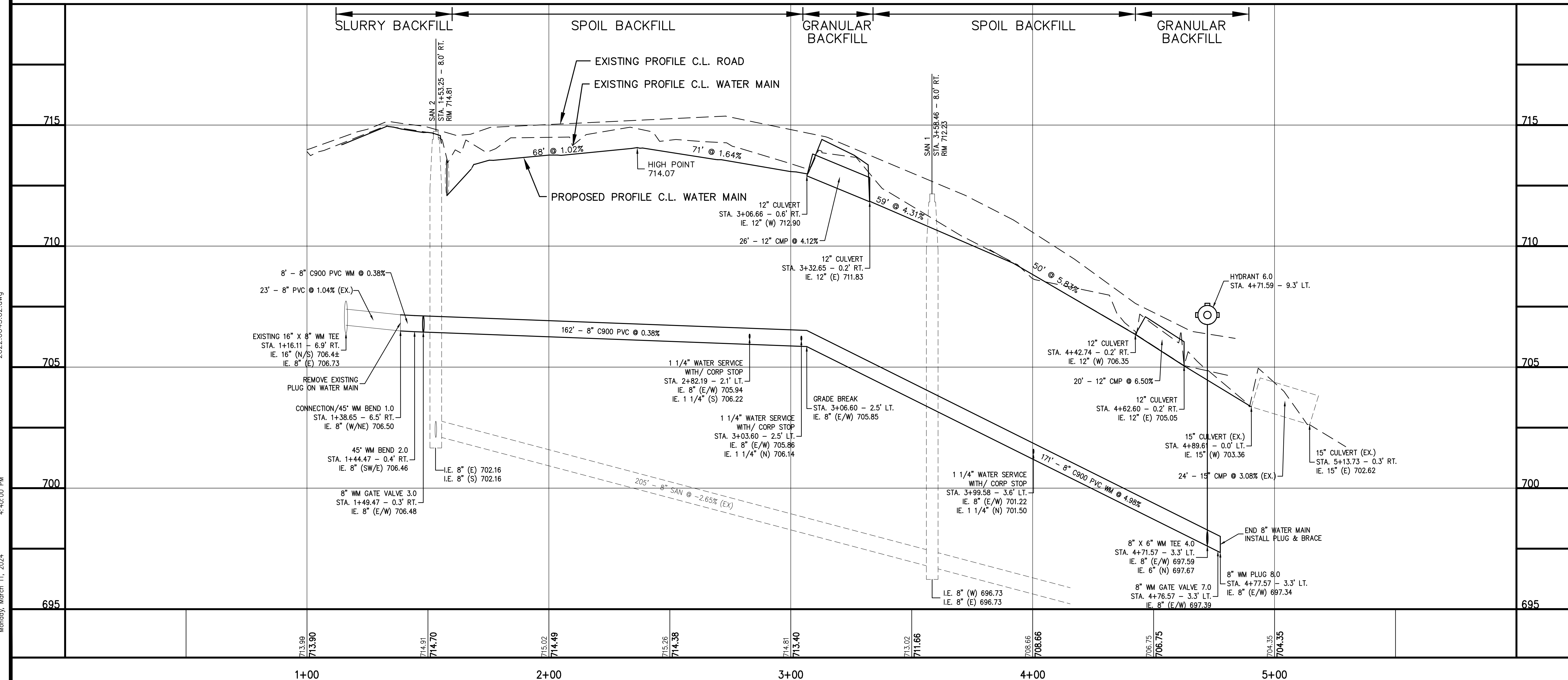
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Monday, March 11, 2024

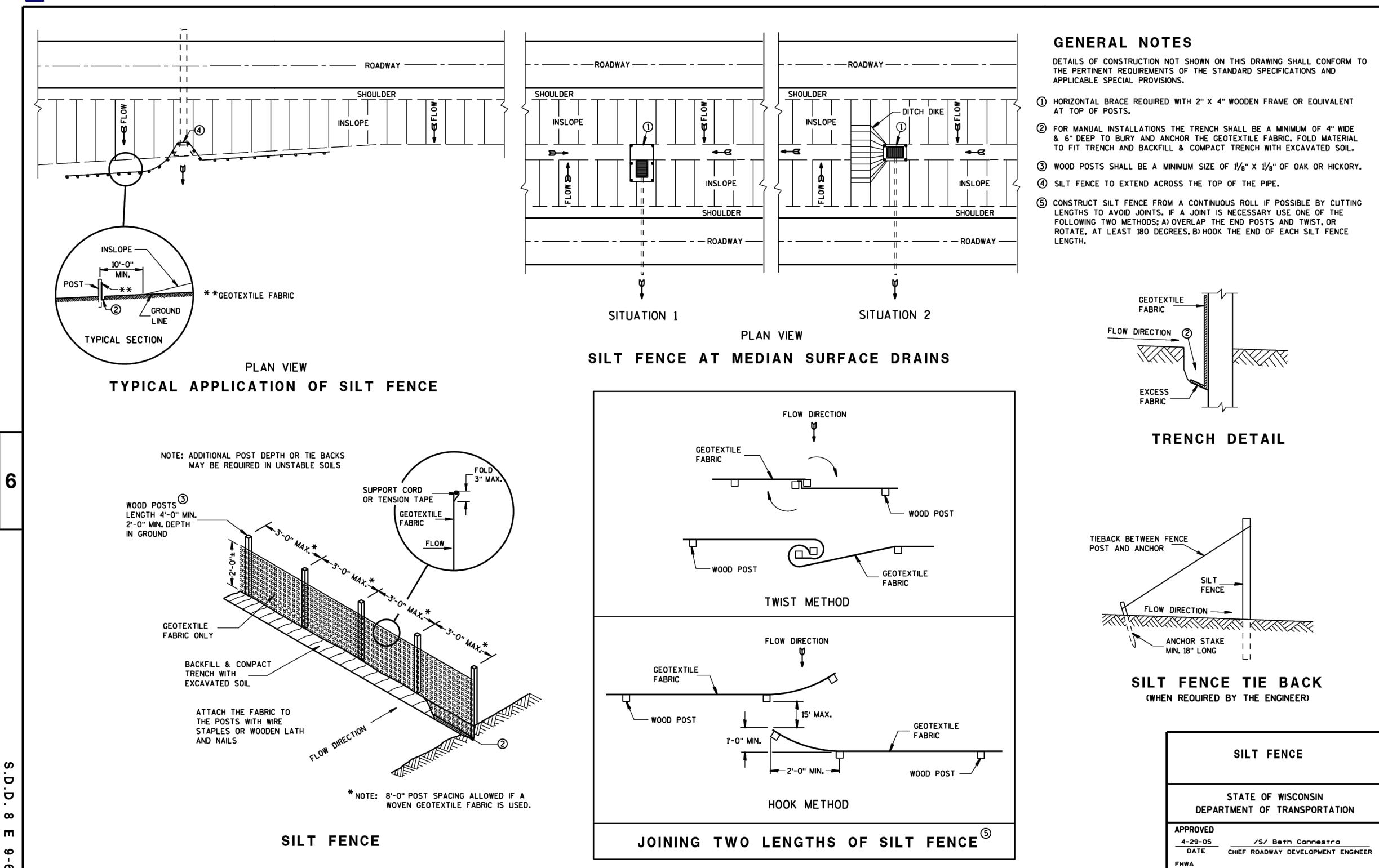


SCALES:
HORZ. 1" = 20'
VERT. 1" = 4'



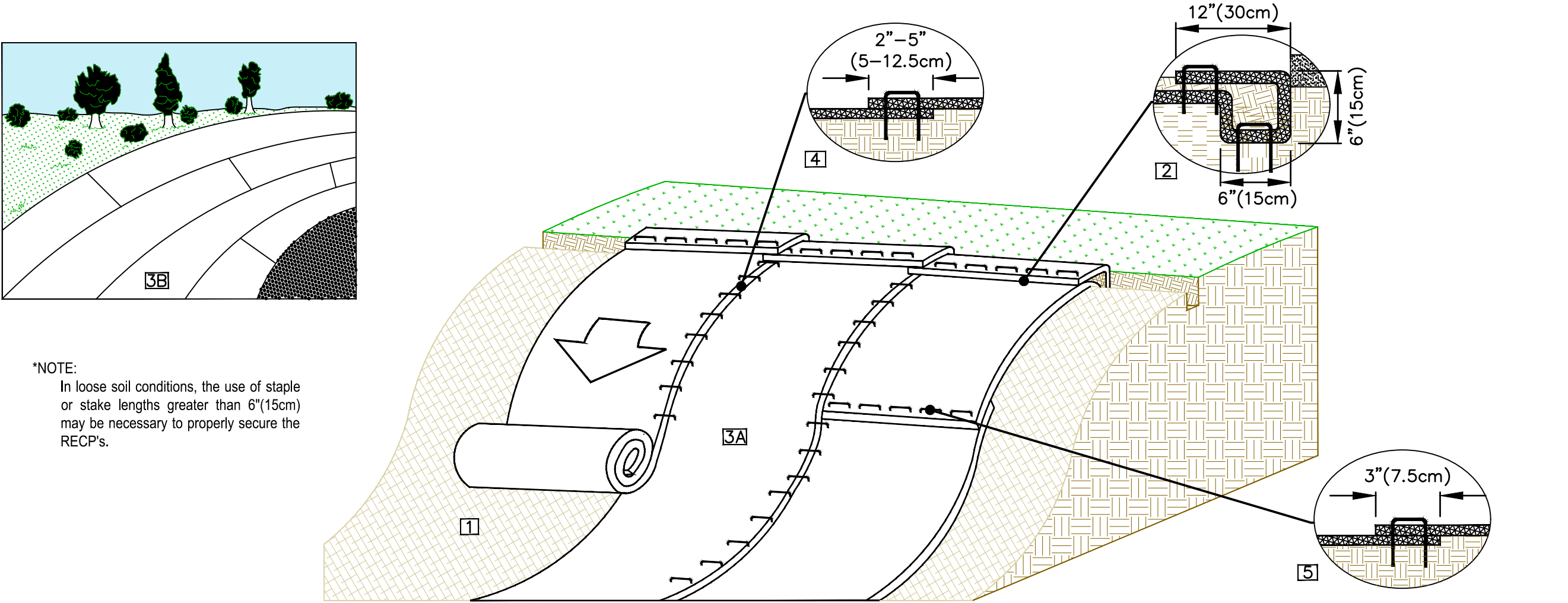
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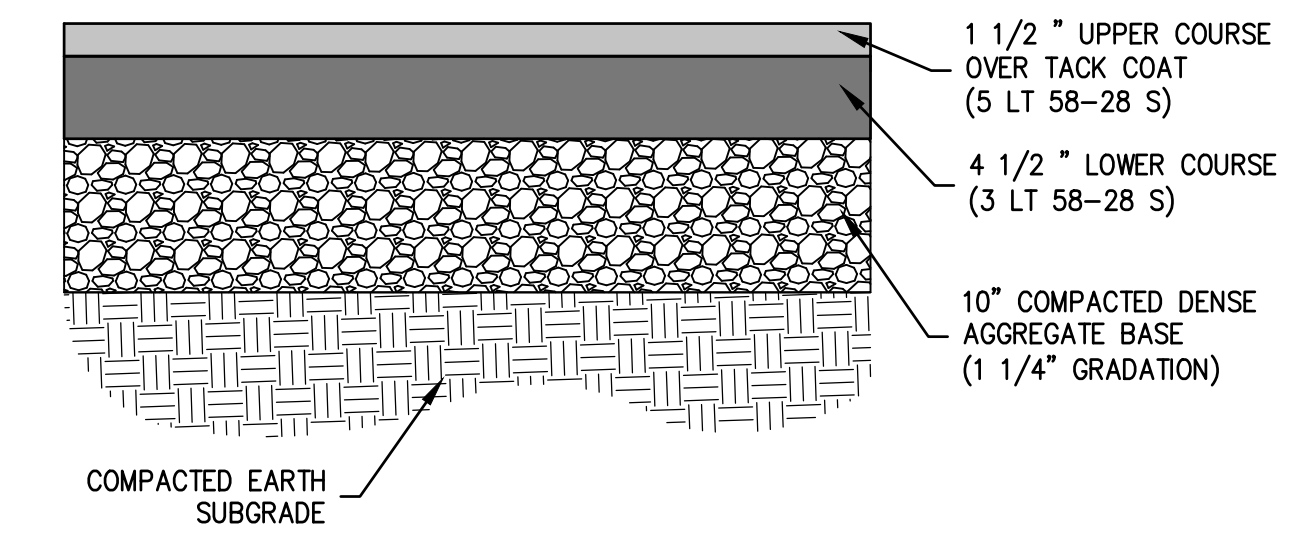


*SILT FENCE SHALL BE FURNISHED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1056.

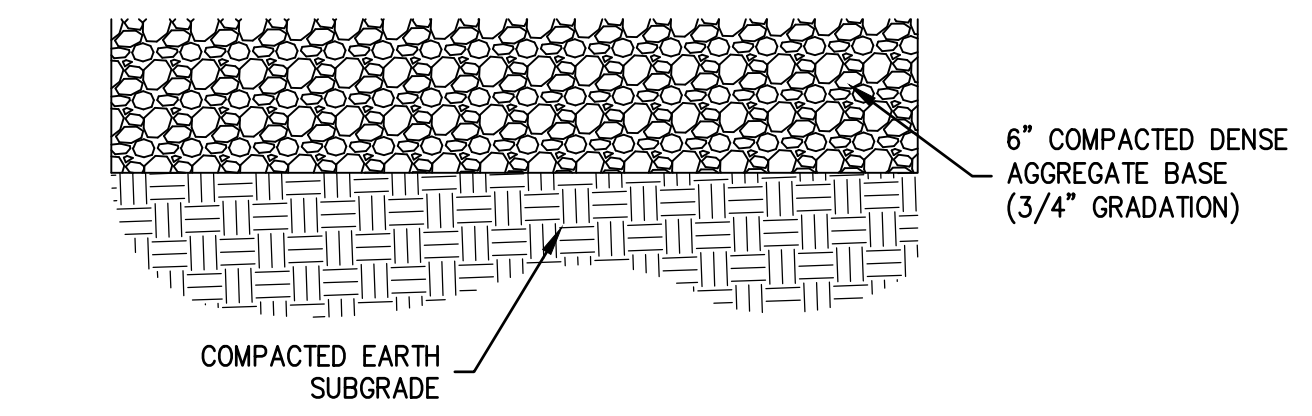
1 SILT FENCE DETAIL N.T.S.



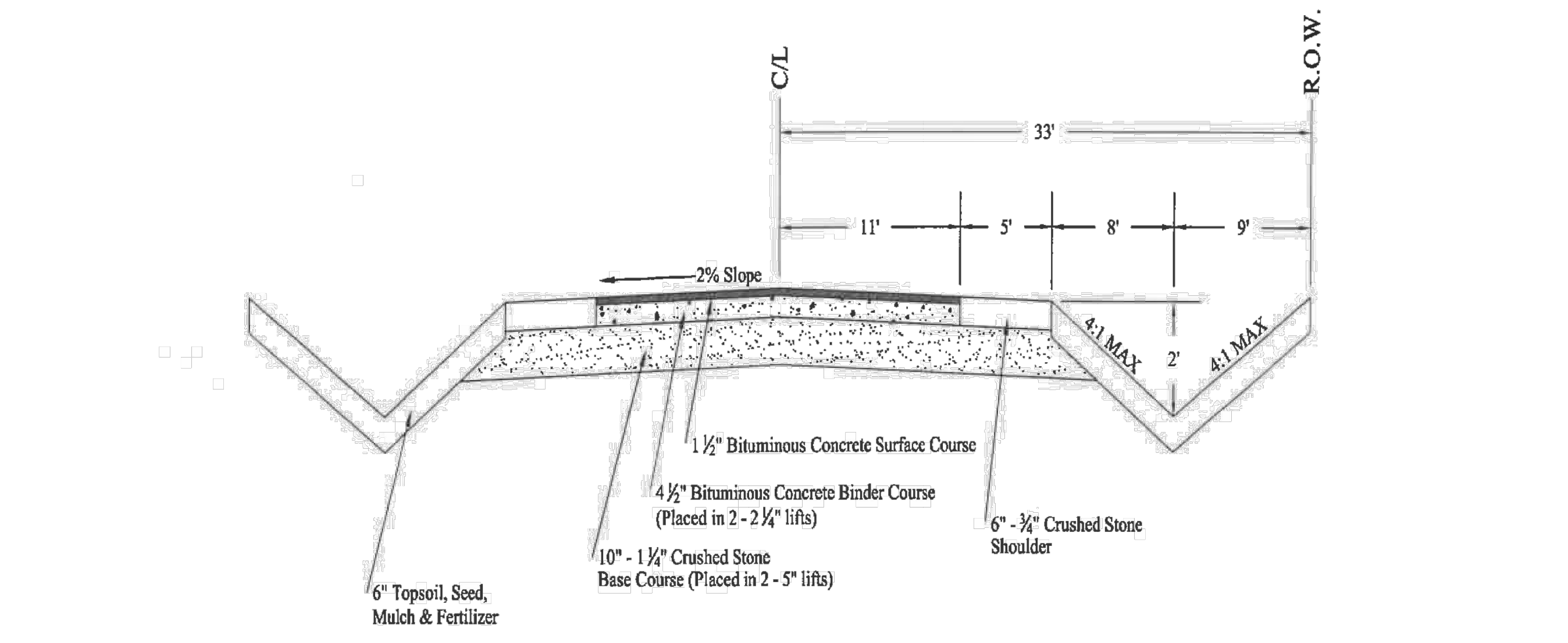
2 SLOPE INSTALLATION OF EROSION MAT DETAIL N.T.S.



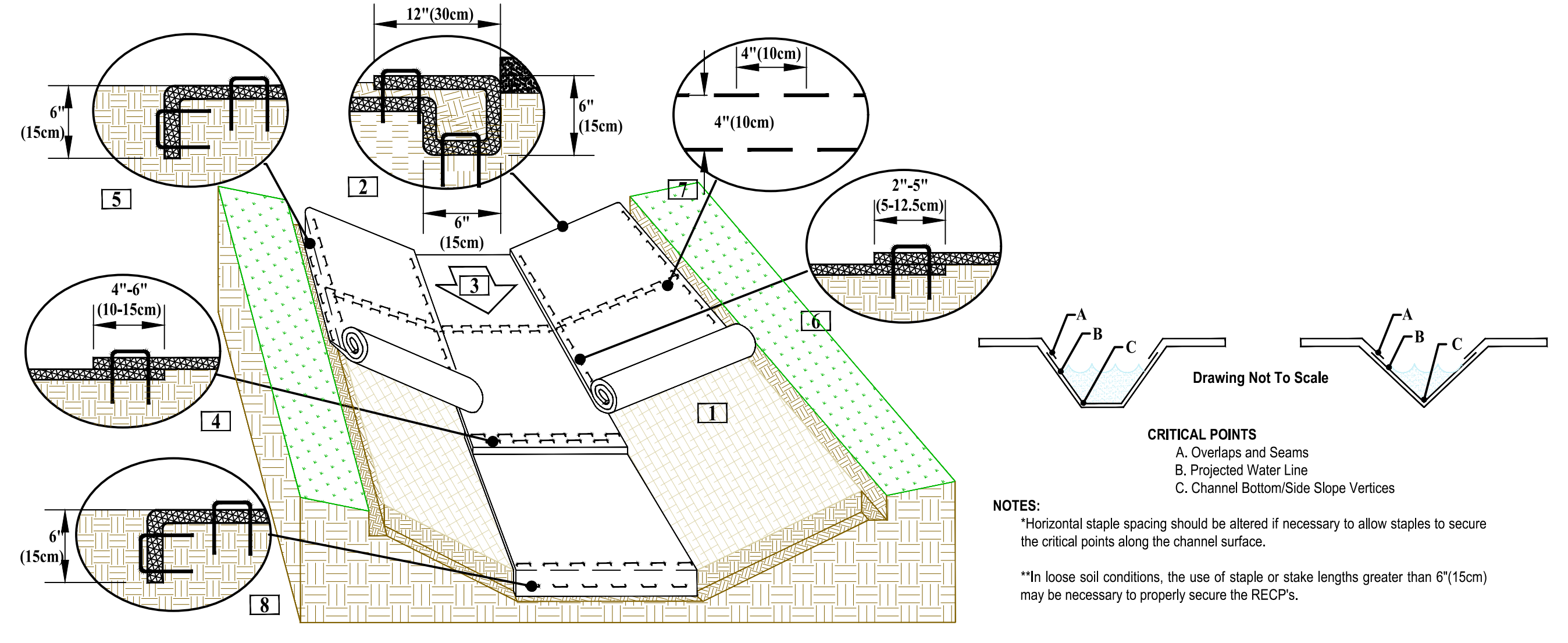
3 MEDIUM-DUTY ASPHALT PAVEMENT (6") (TYPICAL SECTION) N.T.S.



4 LIGHT-DUTY GRAVEL SHOULDER SECTION (6") (TYPICAL SECTION) N.T.S.



5 VILLAGE OF CALEDONIA RURAL LOCAL ROAD CROSS SECTION N.T.S.



6 SWALE INSTALLATION OF EROSION MAT DETAIL N.T.S.



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

BEL MAR AVENUE WATER MAIN EXTENSION TYPICAL SECTIONS & CONSTRUCTION DETAILS
FOR SCOTT JENSEN
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

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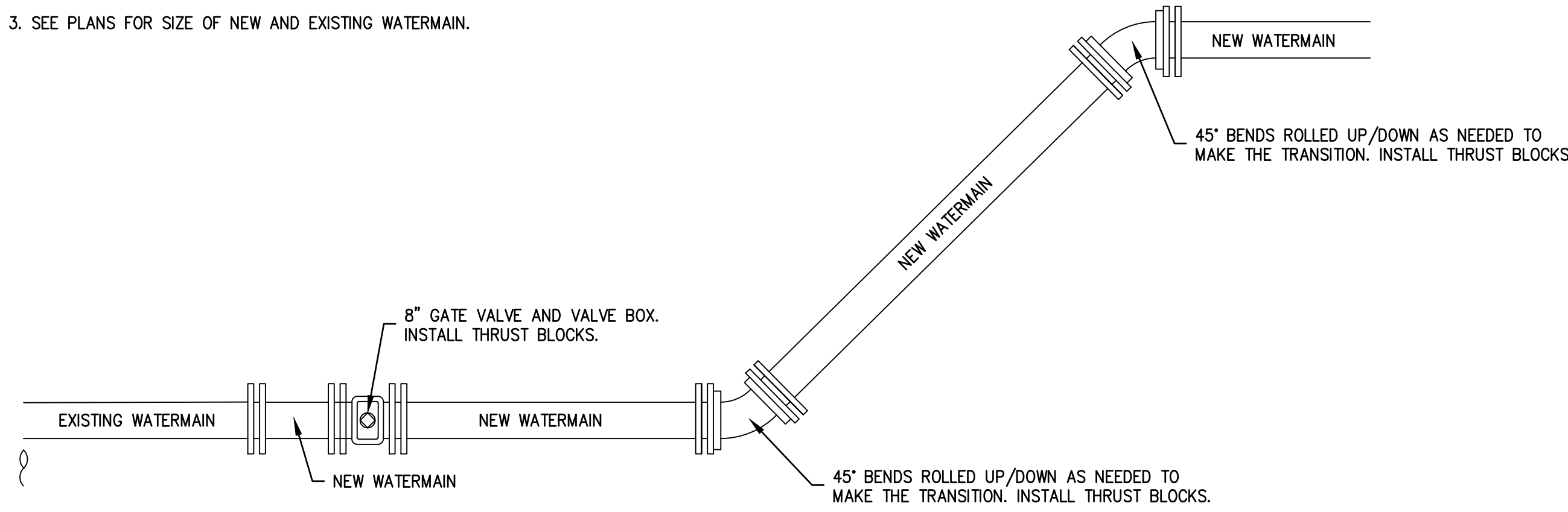
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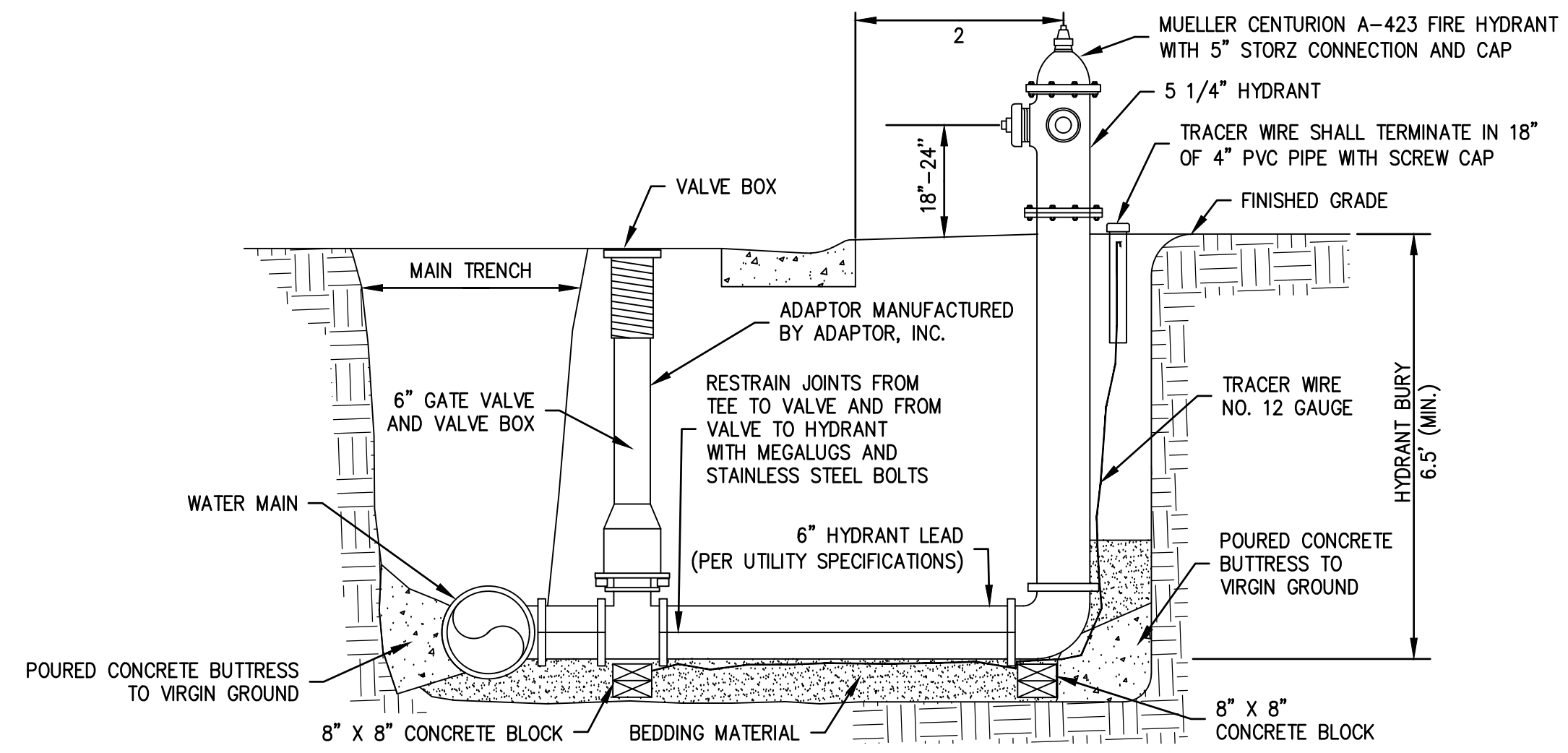
ISSUE FOR REVIEW: 3-12-2024

NOTES:

1. SEE PLANS FOR GENERAL ARRANGEMENT OF NEW WATERMAIN IN RELATION TO EXISTING WATERMAIN.
2. SEE PLANS FOR WHEN CONNECTION TO EXISTING WATERMAIN SHALL BE MADE. PROVIDE TEMPORARY BLOW-OFF FOR TESTING PURPOSES.
3. SEE PLANS FOR SIZE OF NEW AND EXISTING WATERMAIN.



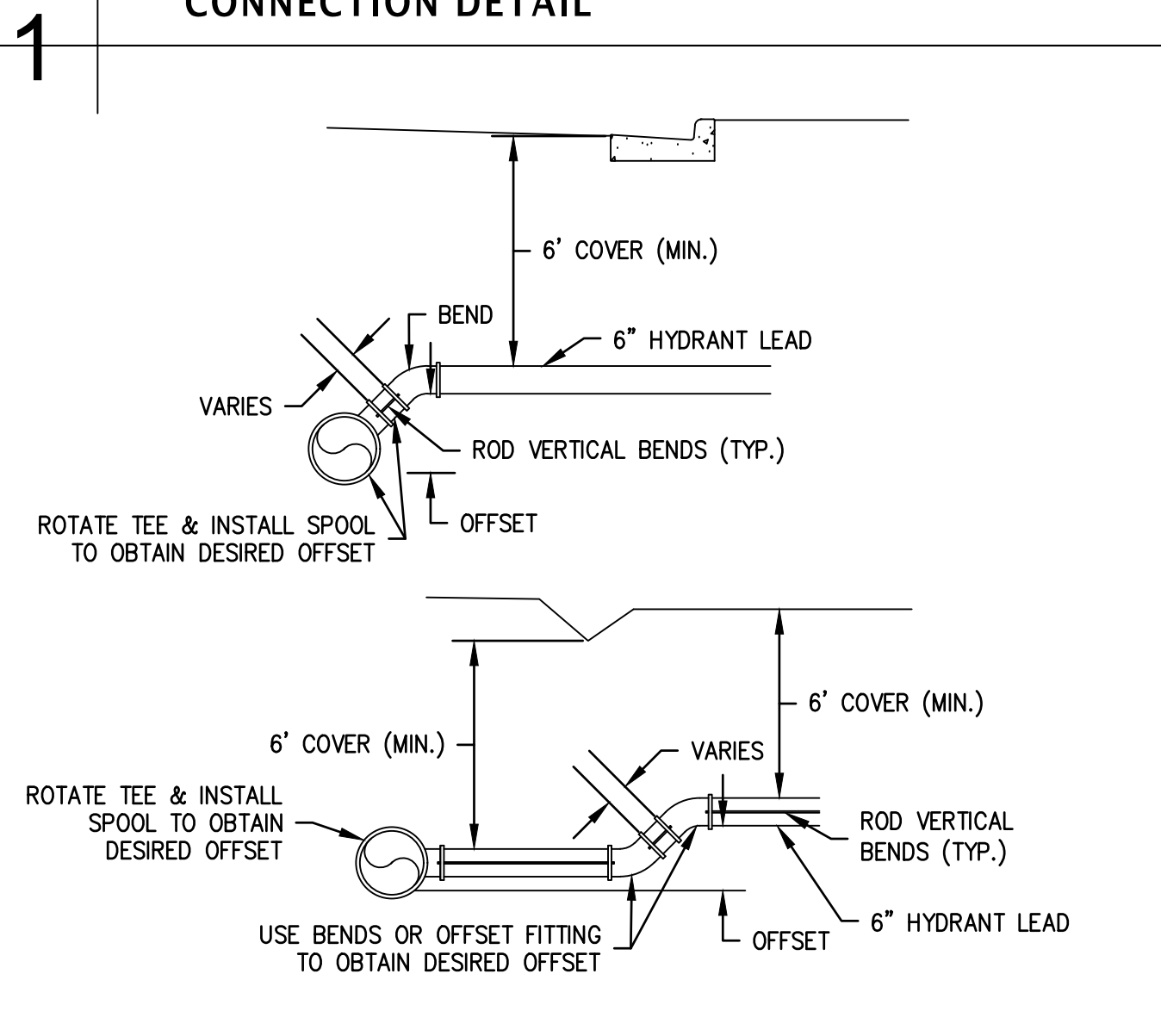
N.T.S.



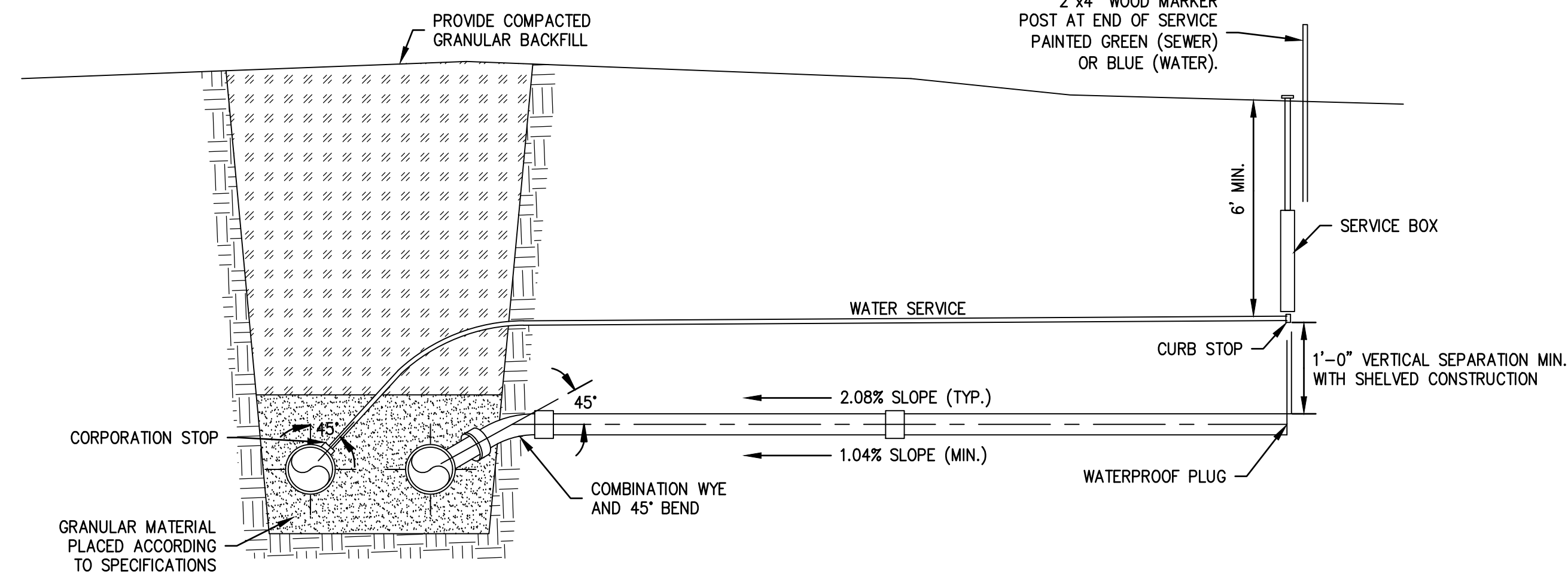
N.T.S.

1 WATERMAIN CONNECTION DETAIL

2 TYPICAL HYDRANT INSTALLATION DETAIL



N.T.S.



N.T.S.

3 HYDRANT OFFSETS DETAIL

4 TYPICAL CONNECTION SEWER & WATER DETAIL



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

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

**BEL MAR AVENUE
WATER MAIN EXTENSION**
TYPICAL SECTIONS & CONSTRUCTION DETAILS

FOR
SCOTT JENSEN

VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

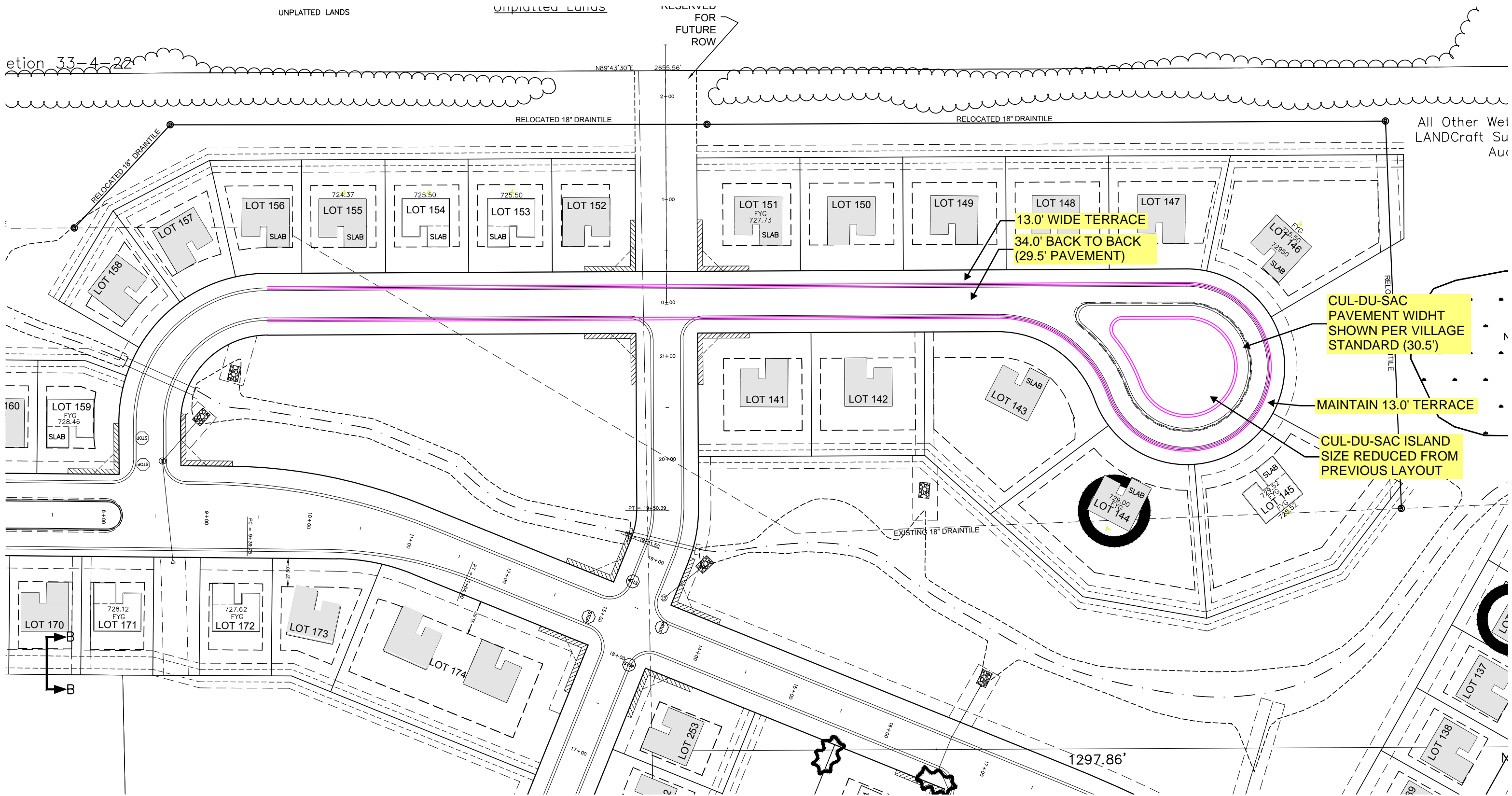
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PROJ. MGR: _____ MRM
DRAFTED: _____ JW/R
DATE: 2-26-2024
CHECKED: _____ ALJ
DATE: 3-11-2024

2022.0045.02

SHEET
C-7

ISSUE FOR REVIEW: 3-12-2024




PRAIRIE PATHWAY PHASE 6- LAYOUT

MEMORANDUM

DATE: Thursday, April 18, 2024

TO: Caledonia Utility District

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

RE: Professional Design Services Proposal – 4 Mile Road / Erie Street
Drainage Study

BACKGROUND INFORMATION

In 2023, Matthew Albright approached the Utility District and the Village Board for a variance to install a patio in the Utility Easement & Storm Sewer Maintenance Easement on his property at 5040 Candlelight Drive. The Utility Easement and the Storm Sewer Easement is for a 36” Clay Drain Tile that was part of the Farm District from the 1920’s. The Easements have been in place since 1964 when the Final Plat of Club View Subdivision was recorded. The 36” Clay Drain Tile has been intercepted in several areas (4 Mile Road/Charles Street, Charles Street/Johnson Avenue, & Charles Street/Ellis Avenue) and does not drain as much area as it once did.

At the request of Mr. Albrecht’s Design Engineer, the Utility District had the 36” Clay Drain Tile televised. The 36” Clay Drain Tile is in poor shape in some areas (with roots and silt within the tile) and shows its age in most of the pipe (longitudinal cracks along the top half). In the past, the Utility District has repaired sink holes over the 36” Clay Drain Tile. The intent of the televising was to determine if the tile could be lined. Based on the televising and the age of the tile, it is not recommended that the 36” Clay Drain Tile be lined.

As a second motion, in addition to denying the concrete patio encroachment, the Utility District moved to budget for a Capital Project to replace the 36” Clay Drain Tile from Erie Street to 4 Mile Road. The attached proposal is the start of this Capital Project to replace the 36” Clay Drain Tile. The Utility District staff and Engineering Department met with Nielsen Madsen & Barber S.C. to obtain a proposal for a Drainage Study of the area. Nielsen Madsen & Barber S.C. has performed many large drainage projects in the former Lake Michigan District and has significant knowledge of the area and drainage patterns from these previous projects.

It is recommended that the Professional Design Services Proposal be accepted, and the signature of the President of the Utility District is authorized.

RECOMMENDATION

Move to accept the Professional Design Services Proposal and authorize the President of the Caledonia Utility District to execute the proposal with Nielsen Madsen & Barber S.C. for the 4 Mile Road / Erie Street Drainage Study.



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

April 8, 2024

Tony Bunkelman, PE
Public Services Director
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

RE: Professional Design Services Proposal
4 Mile Road / Erie Street Drainage Study
Village of Caledonia, WI

Dear Tony,

We appreciate the opportunity to offer our services to the Village of Caledonia for the above-referenced project. Nielsen Madsen + Barber has been performing civil engineering, planning, and surveying services for over 70 years. Our previous experience in the Village and our dedication to quality engineering will be a benefit to you in the successful completion of your project.

PROJECT UNDERSTANDING

In accordance with your request, we are pleased to present our proposal to conduct a preliminary drainage study for the potential rehabilitation and /or replacement of the deteriorated drain tile system generally located North of 4 Mile Road, East of Charles Street, South of Appaloosa Lane, and West of Erie Street. A second area to be investigated as part of the project is the southwest quadrant of 4 Mile Road and Erie Street where a new storm sewer system is desired to drain Royal Park Road to the Mar-Kay detention basin.

SCOPE OF SERVICES

The aforementioned study is envisioned to include the following tasks:

4 Mile Road & Candlelight Drive – Erie Street Outfall

- Review available system maps, design plans, and as-built records.
- Review subdivision plats, plats of survey, recorded easements, and other such documents.
- Perform an onsite field investigation of the existing conditions, drainage corridors, design constraints, and adjacent pavement conditions.
- Call Diggers Hotline to locate existing utilities along the proposed project routes.
- Dispatch a survey crew to verify critical drainage systems, utilities, and lot line data.
- Perform a cursory review of the stream navigability at the Erie Street outfall.
- Review the proposed project corridors for potential wetlands.
 - Obtain wetland delineation proposals from two (2) "Assured Wetland Delineators".

- Determine the upstream watershed for the subject drain tiles.
- Prepare up to two (2) design concepts for potential new conveyance systems.
- Perform preliminary pipe sizing calculations.
- Determine if easements or rights-of-ways are needed to accomplish a system reconstruction.
- Attend up to two (2) design development meetings with Village staff to discuss / refine the project.
- Prepare a pre-design cost estimate for the potential improvements.
- Prepare a detailed list of anticipated permits and approvals that may be required.

Royal Park Road Storm Sewer to Mar-Kay Pond

- Perform all tasks as stated in the 4 Mile Road / Candlelight Drive study above as well as the following:
 - Investigate alternate alignments and easements needed to drain the West end of Royal Park Road to the Mar-Kay pond.
 - Data collect necessary field conditions to develop design options.

EXCLUSIONS / ADDITIONAL SERVICES

Items specifically excluded from this proposal and considered ADDITIONAL SERVICES include, but are not limited to the following:

- Detailed site survey as required for final design purposes.
- Easement or right-of-way drawings, descriptions, or negotiation services.
- Final designs, plans, specifications, or construction cost estimates.
- Project bidding documents or bidding services.
- Construction staking, layout, and as-built survey services.
- Construction administration services.

PROPOSED FEE

Nielsen Madsen + Barber will provide the services as detailed above for lump sum fee of \$17,960.00.

TERMS AND CONDITIONS

Village of Caledonia shall furnish all available system maps, design plans, as-builts, and televising records for the affected (or adjacent) facilities within the project area.

Our Standard Terms and Conditions are attached as Exhibit A and hereby made a part of this agreement via reference.

SCHEDULE

We propose to initiate work immediately upon receipt of written notification to proceed and will present a draft of the study findings 90 days thereafter.

Tony Bunkelman, P.E.
Caledonia 4 Mile Rd / Erie St
- Drainage Study
April 8, 2024
Page 3

CLOSING

Thank you for the opportunity to offer our services. We look forward to working with the Village of Caledonia on this project. Please acknowledge receipt and acceptance of this proposal by signing and returning one copy for our files.

Respectfully submitted,



Mark D. Eberle, P.E.
Vice-President

ACCEPTED: VILLAGE OF CALEDONIA

Signature: _____

Print Name: _____

Title: _____

Date: _____

File: G:\NMB Contracts\2024\Proposals - Engineering\2024.0000.00 – 4 Mile Rd – Erie Street Drainage Study (4-8-24)

EXHIBIT A
Nielsen Madsen + Barber
STANDARD TERMS AND CONDITIONS
(Effective April 1, 2024)

COMPENSATION

| <u>Staff Type</u> | <u>Billing Rate/Hr.</u> |
|--------------------------------|-------------------------|
| Project Manager | \$162.00 |
| Civil Engineer I | \$134.00 |
| Civil Engineer II | \$108.00 |
| Civil Engineer III | \$ 92.00 |
| Design Engineer I | \$ 86.00 |
| Design Engineer II | \$ 76.00 |
| CADD Operator | \$108.00 |
| Professional Land Surveyor I | \$148.00 |
| Professional Land Surveyor II | \$124.00 |
| Land Surveyor III | \$ 90.00 |
| Survey Crew Chief | \$100.00 |
| Survey Assistant | \$ 68.00 |
| Survey Line & Grade Specialist | \$ 92.00 |
| Construction Services Manager | \$118.00 |
| Field Engineer I | \$118.00 |
| Field Engineer II | \$108.00 |
| Construction Technician I | \$ 86.00 |
| Construction Technician II | \$ 82.00 |
| Construction Technician III | \$ 78.00 |
| Project Assistant | \$ 66.00 |
| Expert Witness Testimony | \$200.00 |

DEFINITIONS

The following definitions apply to this agreement:

- **CLIENT:** The person or organization using the services of the ENGINEER to complete the PROJECT.
- **ENGINEER:** Nielsen Madsen & Barber, S.C. (a/k/a Nielsen Madsen + Barber), or their designated subconsultants.
- **OWNER:** The recorded owner (or owners) of the parcel (or parcels) of land on which the PROJECT is taking place as shown on the property deed.
- **PROJECT:** The body of work as described in the project specific scope of services.

REIMBURSABLE EXPENSES

Reimbursable expenses will be charged at cost plus a ten percent (10%). Such expenses shall include, but not be limited to, travel, reproduction, shipping, delivery, document retrieval fees, subconsultant services, subcontractor fees, permit fees, recording fees, specialized equipment rental charges, and other specialized supply costs related to the execution of the specific project.

Fixed rate reimbursable expenses will be charged as follows:

| | |
|---|------------------------|
| Mileage: | Current IRS Rate |
| Specialized materials as requested by CLIENT : | Actual Cost |
| Copy Charges (per sheet) | Black & White Color |
| 8.5" x 11" | \$0.10 \$0.15 |
| 8.5" x 14 | \$0.10 \$0.20 |
| 11" x 17" | \$0.15 \$0.30 |
| 12" x 18" | \$0.15 \$0.30 |
| 18" x 24" | \$1.00 \$3.00 |
| 22" x 34" | \$1.75 \$5.00 |
| 24" x 36" | \$2.00 \$6.00 |
| 30" x 42" | \$3.00 \$8.80 |
| 36" x 36" | \$3.00 \$9.00 |
| 36" x 48" | \$5.00 \$10.00 |

INVOICING

All projects will be invoiced for the work performed to date every 30 days. Payment in full of the invoiced amount is due to **ENGINEER** from **CLIENT** upon receipt. Unpaid invoices will be considered delinquent after 30 days and will accrue interest charges of 1½% per month, beginning from the date of the invoice.

LIEN RIGHTS

In order to comply with Wisconsin Statute 779.02 regarding "Notice to Preserve Lien Rights," the following statutory notice is served upon the **OWNER** and/or **OWNER'S** authorized agent and is made a part of this agreement:

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

INSURANCE

Throughout the duration of the **PROJECT**, **ENGINEER** will procure and maintain the following insurance coverage:

| General Liability | Limits of Liability |
|--|----------------------------|
| Worker's Compensation and Employer's Liability | \$1,000,000 / incident |
| Comprehensive General Liability | \$1,000,000 / Occurrence |
| Comprehensive General Liability | \$2,000,000 / Aggregate |
| Professional Liability | \$2,000,000 / Occurrence |
| Automobile Liability | \$1,000,000 / Accident |
| Umbrella Liability | \$5,000,000 / Occurrence |
| Umbrella Liability | \$5,000,000 / Aggregate |

Within the limits of this insurance, **ENGINEER** agrees to hold **CLIENT** harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of **ENGINEER**. Should **CLIENT** require other types of insurance coverage, limits in excess of the above limits, and/or certificates of insurance naming any entity other than the **CLIENT** as an additional insured party, **ENGINEER'S** cost of obtaining such coverage, limits, or certificates shall be considered a reimbursable expense.

LIMITATION OF COSTS

ENGINEER will not be obligated to continue providing services or incur costs beyond the agreed upon fee unless **CLIENT** agrees in writing to a revised **PROJECT** cost.



EXHIBIT A
Nielsen Madsen + Barber
STANDARD TERMS AND CONDITIONS
(Effective April 1, 2024)

COST OPINIONS

Any cost opinions or project economic evaluations provided by **ENGINEER** will be on the basis of experience and judgment, but, because **ENGINEER** has no control over market conditions or bidding procedures, **ENGINEER** cannot warrant that bids, construction costs, or project economics will not vary from these opinions.

STANDARD OF CARE

Services provided by **ENGINEER** under this agreement will be performed as reasonably required in accordance with generally accepted standards for services as offered in the agreement for this **PROJECT** at the time and the place where the services are performed.

CLIENT'S RESPONSIBILITIES

CLIENT shall obtain from **OWNER** permission for **ENGINEER** and/or any of **ENGINEER'S** subconsultants to access **OWNER'S** property to complete the scope of services in this agreement. **OWNER** will be made aware by **CLIENT** that the use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

CLIENT shall provide **ENGINEER** with all known and available information pertaining to the **PROJECT**. **ENGINEER** shall be entitled to rely upon information and documentation provided by **CLIENT**, or other consultants retained by the **CLIENT**, in relation to this **PROJECT**. However, **ENGINEER** assumes no responsibility or liability for their completeness or accuracy.

SCHEDULE

Unless specific periods of time or dates for providing services are specified in this agreement, **ENGINEER'S** obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If **CLIENT** has requested changes in the scope, extent, or character of the **PROJECT**, or the services to be provided by **ENGINEER**, the time of performance and compensation for **ENGINEER'S** services shall be adjusted equitably. **CLIENT** agrees that **ENGINEER** is not responsible for damages arising directly or indirectly from delays beyond **ENGINEER'S** control. If delays resulting from such causes increase the cost or the time required by **ENGINEER** to perform its services in accordance with professional skill and care, then **ENGINEER** shall be entitled to an equitable adjustment in schedule and compensation.

TERMINATION

CLIENT and/or **ENGINEER** shall have the right to terminate at any time, without cause, upon giving the other party at least seven (7) days prior written notice.

CLIENT shall, within thirty (30) days of termination, remunerate **ENGINEER** for services rendered and costs reasonably incurred, in accordance with **ENGINEER'S** fee schedule. Costs shall include those incurred up to the time of termination.

CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, **ENGINEER** and **CLIENT** waive against each other and the other's employees, officers, directors, members, agents, insurers, partners, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from or in any way related to the project.

INDEMNIFICATION

To the fullest extent permitted by law, the total liability, in the aggregate, of **ENGINEER'S** officers, directors, partners, employees, agents, to **CLIENT** and anyone claiming by, through, or under **CLIENT** for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the **PROJECT** or agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed \$50,000 or the total compensation received by **ENGINEER**, whichever is greater.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the performance of professional services for the **PROJECT**, or following completion of a **PROJECT**, **CLIENT** and **ENGINEER** agree that all disputes between them relating to the agreement shall first be negotiated between senior officers of the **CLIENT** and **ENGINEER** for up to 30 days prior to being submitted to mediation. The costs of the mediator shall be split evenly between **CLIENT** and **ENGINEER**. **CLIENT** and **ENGINEER** shall include a similar mediation provision in all of their respective agreements with other parties regarding the project and will require all such other person or subcontractors, subconsultants, suppliers, and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceedings against the other party, except with regard to the delinquent fees owed to **ENGINEER**. In the event that mediation is not successful, either **CLIENT** or **ENGINEER** may seek resolution in state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Copyright and Instruments of Service

Client acknowledges that Deliverables are not intended or represented to be suitable for use on a project unless completed by NMB or for use or reuse by Client or others on extensions of the project, on any other project or for any other use or purpose, without written verification or adaptation by NMB; any such use or reuse or any modification of the documents, without written verification, completion or adaption by NMB, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to NMB and Client agrees to defend, indemnify and hold harmless NMB for all claims and liability resulting from such unauthorized use.

INDEMNITY FOR ENVIRONMENTAL ISSUES

ENGINEER is not a user, generator, handler, operator, arranger, storer, or transporter of hazardous or toxic substances. Therefore **CLIENT** agrees to hold harmless, indemnify, and defend **ENGINEER** and **ENGINEER'S** officers, directors, subconsultants, employees, and agents from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

ADDITIONAL SERVICES

If **ENGINEER** determines that services it has been directed or requested to perform are beyond the scope of services as set forth in the agreement, or due to changed conditions or changes in the method or manner of administration of the **PROJECT**, and **ENGINEER'S** effort required to perform such services will exceed the stated fee, then **ENGINEER** shall promptly notify **CLIENT** regarding the need for additional services. Upon notification and in the absence of a written objection by the **CLIENT**, **ENGINEER** shall be entitled to compensation and an extension of time for said additional services. Additional services shall be billed in accordance with an agreed upon fee, or if not addressed, then on a time and material basis at **ENGINEER'S** current rates.

EXHIBIT B

Nielsen Madsen + Barber

ADDITIONAL SERVICES


If the scope of services in the agreement does not specifically include the services below, then they shall be considered ADDITIONAL SERVICES. If **CLIENT** requires **ENGINEER** to perform any of the following **ADDITIONAL SERVICES**, **CLIENT** shall make the request (and **ENGINEER** shall agree to) in writing prior to **ENGINEER** commencing with such services. **ENGINEER** shall be paid, based on **ENGINEER'S** current hourly rates, (or based upon a supplemental fee agreement) for such **ADDITIONAL SERVICES**. Although **ENGINEER** has made every effort to tailor the required scope of services to the **PROJECT**, **ADDITIONAL SERVICES** may be required as the **PROJECT** develops. These **ADDITIONAL SERVICES** may include (but not be limited to) the following:

- Services due to change(s) in the scope of the **PROJECT**.
- Services to verify the accuracy of drawings furnished by **CLIENT** or other consultants to the **CLIENT**.
- Services resulting from conditions inconsistent with previously supplied information, or unknown, concealed, or unobservable conditions.
- Revising designs consisting of modified layouts, engineering studies, calculations, or reports which have been previously approved by **CLIENT** and/or municipality (or another governmental agency).
- Revising and/or modifying engineering design plans or survey documents due to changes in building structure type, building foundation, site plan, architectural plans, or changed site conditions.
- Providing design and/or construction phase services for unforeseeable, unusual, or unanticipated offsite improvements required by the municipality or other governmental agency.
- Design services for any plan element that is in conflict with proposed zoning requirements and/or municipal ordinances.
- Design of "public" or offsite infrastructure.
- Serving as a consultant or witness for the **CLIENT** in litigation, arbitration, or other legal or administrative proceedings (or meetings) involving the **PROJECT**.
- Attendance at municipal approval meetings on behalf of **CLIENT** in excess of those specifically listed herein.
- Attendance at public involvement meetings, neighborhood meetings or any **PROJECT** related meeting with concerned residents.
- Permit preparation and submittals in addition to those specifically listed herein.
- Formal pavement thickness designs.
- Jointing plans for concrete pavements and/or walkways.
- Offsite roadway improvements other than specifically identified herein.
- Traffic control, detour, or construction phasing plans.
- Marketing plans or exhibits.
- Landscape design or irrigation plans.
- Fire flow pressure tests or fire protection design services.
- Stormwater retention, detention or water quality analysis or design services other than specifically identified herein.
- Stormwater routing calculations and/or reports related to offsite stormwater passing through the **PROJECT** site other than specifically identified herein.
- Services required to produce stormwater maintenance plans, easements, or agreements other than specifically identified herein.
- Sanitary sewer or watermain design or related permitting services.
- Services required for permitting, design, coordination, or easement development for public and/or private utilities (i.e., natural gas, electric, cable TV, street lighting, etc.).
- Developing, drafting, or editing agreements, easement, restrictive covenants, or other such recordable documents.
- Services related to preparation of documents or negotiations associated with acquiring any offsite easement or additional rights-of-ways from other property owners, etc.
- Recording of any documents.
- Conditional letters of map revision (CLOMR), letters of map revision, and/or (LOMR) flood plain modification design, permitting or approval services.
- Soil boring location surveys, surface locations or layout exhibits.
- Preparation of any special documents for **CLIENT'S** use in obtaining financing for the project.
- Services related to onsite resident project representative for part-time or full-time observation of construction phase activities.
- Construction quantities, bidder's proposals, or cost estimating services other than those specifically identified herein.
- Review of contractor pay requests.
- Land survey control verification or "refreshing" prior to construction.
- Construction staking or layout services.
- Providing as-built surveys, certifications, or compliance letters for **CLIENT** / municipal acceptability of constructed improvements.

MEMORANDUM

DATE: Thursday, April 18, 2024

TO: Caledonia Utility District

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

RE: Authorization of Signatures – Storm Sewer Easement Agreement –
9918 Dunkelow Road – Joseph Passarelli

BACKGROUND INFORMATION

Joseph Passarelli recently purchased a lot at 9918 Dunkelow Road and has applied for a Building Permit to construct a new single-family home on the lot. When Karen Jean North Subdivision was developed, this lot was part of the land sale but not part of the subdivision. Karen Jean North and this lot have an 18” Clay Drain Tile running through them. As part of the development of the subdivision the drain tile was required to be relocated due to its age and location (so that it was not under any homes). The developer relocated the drain tile along the West property line of 9918 Dunkelow Road to allow this lot to be developable. Unfortunately, after some research, there was not a Storm Sewer Easement granted at that time (even though one was proposed). In order to allow the Building Permit to be released, a Storm Sewer Easement was required to be granted to meet the initial requirements of making this lot buildable.

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

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

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Storm Sewer Easement Agreement with Joseph Passarelli of 9918 Dunkelow Road.

STORM SEWER EASEMENT AGREEMENT:
JOSEPH PASSARELLI

This Storm Sewer Easement Agreement ("Agreement") is made the 3 day of April 2024, by and between **JOSEPH PASSARELLI**, building a home at 9918 Dunkelow Road, Franksville, Wisconsin 53126, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin and **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are referred to herein individually as appropriate and are collectively referred to in this Agreement as the "Grantees".

RECITALS

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

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

C. The Grantees have requested that the Owner grant a permanent access easement (referred to in this Agreement as the "Ingress/Egress Easement") over the Owner's Property, that will grant to the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents, pedestrian and/or vehicular ingress and egress over the Owner's Property to and from and the Storm Sewer Easement Area.

D. As used in this Agreement, the term "Drainage Facilities" shall mean the Storm Sewer Easement Area, the Ingress/Egress Easement, pipelines, storm sewers and any other structures or improvements that are constructed or installed upon the Storm Sewer Easement Area from time to time by the Grantees, or its contractors, successors, and assigns, for the conveyance of storm water under and through the Property.

AGREEMENT

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Owner, the parties agree as follows:
Racine County, Wisconsin

- 1) Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, (i) the right to construct, install, inspect, maintain, repair, and/or replace the Drainage Facilities in the Storm Sewer Easement Area, and (ii) the Ingress/Egress Easement over and through the Owner's Property, for the purposes of (i) performing its easement rights granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Storm Sewer Easement Area, and/or (iii) for conveying storm waters through the Storm Sewer Easement Area and the Drainage Facilities, under the Owner's Property.

- 2) Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right, but not the responsibility to:
 - a) Enter upon the premise to cut down and remove or trim all trees, bushes or other vegetation existing within the Storm Sewer Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Storm Sewer Easement Area, that interfere with the installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Storm Sewer Easement Area.

 - b) Enter upon the premise and remove any structures or improvements located within the Storm Sewer Easement Area to the extent necessary to carry out the installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Storm Sewer Easement Area.

- 3) Certain Owner Requirements.
 - a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation shall be planted, within the Storm Sewer Easement Area; and

 - b) The elevation of the existing ground surface within the Storm Sewer Easement Area shall not be altered without the written consent of the Grantees.

- 4) Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) installation, construction, use, operation, cleaning, maintenance, alteration, repair, and replacement of the Drainage Facilities within the Storm Sewer Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any

disturbed paved portion or gravel portion of the Property with similar materials.

- 5) 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.
- 6) 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.
- 7) Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.
- 8) 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.
- 9) Recording. Upon the execution of this Agreement by both Owner and the Grantees, the Grantees shall record this Agreement in the Office of the Racine County Register of Deeds.
- 10) Statutory Procedures. Pursuant to the provisions of Section 32.05(2a) of the Wisconsin Statutes:
 - a) The Letter Report of Title attached hereto as Exhibit A identifies all persons or entities (collectively, the "Recipients") that have an interest of record in the Owner's Property immediately prior to the execution of this Agreement; and
 - b) The Owner warrants and represents to the Grantees that the Owner has no notice or knowledge of any additional Recipients subsequent to the search date of the said Letter Report of Title (Exhibit A); and
 - c) The Grantees shall serve upon all of the Recipients, by Certified Mail, a copy of this Agreement, along with a letter advising each Recipient of the right, of that Recipient, to appeal the amount of compensation being paid to the Owner by the Grantees under this Agreement; and
 - d) The said letter to each Recipient shall further advise the Recipient that they/it may, within Six (6) Months after the date of the recording of this Agreement, appeal from the amount of compensation so paid to Owner, in the manner set forth in Subsections 32.05(9) to (12) and Chapters 808 and 809 of the Wisconsin Statutes, for appeals from

an award under Subsection (7) of this Section 32.05 of the Wisconsin Statutes. For the purposes of any such appeal, the amount paid to Owner under this Agreement shall be treated as the award, and the date of the recording of this Agreement shall be treated as the date of taking and the date of evaluation.

- 11) Contingency: Village Board/Utility District Commission Approval. This Agreement is expressly contingent upon the Village Board for the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission, approving its terms and conditions.
- 12) Payment of Monies Due Owner. Within Thirty (30) Business Days (Mondays- Fridays) after (i) this Agreement is signed by all of the parties, and (ii) the above-referenced Grantees approve this Agreement, the Grantees shall pay to Owner the monies due Owner under this Agreement.
- 13) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin
- 14) Entire Agreement. All negotiations, promises, discussions, understandings, and agreements heretofore made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreements of the parties.
- 15) Amendments. This Agreement shall not be modified or amended except in a written document signed by the Grantees and the Owner, and then approved by the Village Board of the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission.

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-22-33-241-000

TITLE CO. REFERENCE NO.: 73235

LEGAL DESCRIPTION:

Lot 2, Block 1, Karen Jean Subdivision, according to the recorded plat thereof. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

Joseph Passarelli

PROPERTY ADDRESS:

9918 Dunkelow Road, Franksville, WI 53126

OPEN MORTGAGES:

NONE

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

NONE

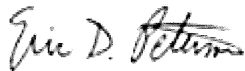
REAL ESTATE TAXES:

Taxes for the year 2023 in the amount of \$808.05, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of March 25, 2024 at 12:00 AM

Landmark Title of Racine, Inc.



Eric D. Peterson
Authorized Signature or Signatory

9918 Dunkelow Road
Franksville, WI 53126



LANDMARK TITLE OF RACINE, INC.

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS; RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY

(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT

DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies or others and;
- Information we receive from a consumer reporting agency

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Racine County

Owner (s):
PASSARELLI, JOSEPH

Location:
Sect. 33, T4N,R22E

Mailing Address:
**JOSEPH PASSARELLI
416 22ND AVE
KENOSHA, WI 53140**

School District:
4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number: **104-04-22-33-241-000** Tax District: **104-VILLAGE OF CALEDONIA** Status: **Active**

Alternate Tax Parcel Number: Government Owned: Acres:
0.0000

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
KAREN JEAN SUBDIVISION LOT 2 BLK 1

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)
9918 DUNKELow RD FRANKSVILLE, WI 53126

Taxes

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

| Tax Year* | Omitted | Tax Bill | Taxes Paid | Taxes Due | Interest | Penalty | Total Payoff |
|--------------|---------|------------|------------|-----------|----------|---------|---------------|
| 2023 | | \$808.05 | \$808.05 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2022 | | \$769.81 | \$769.81 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2021 | | \$852.14 | \$852.14 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2020 | | \$848.51 | \$848.51 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2019 | | \$868.35 | \$868.35 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2018 | | \$940.83 | \$940.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2017 | | \$875.38 | \$875.38 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2016 | | \$863.32 | \$863.32 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2015 | | \$886.29 | \$886.29 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2014 | | \$849.68 | \$849.68 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2013 | | \$880.21 | \$880.21 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2012 | | \$891.12 | \$891.12 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2011 | | \$1,518.72 | \$1,518.72 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | | | | \$0.00 |

NOTE: Current year tax bills may not be processed by the county.

Interest and penalty on delinquent taxes are calculated to **March 31, 2024.**

Assessments

Tax Year: 2023

[Click here for detailed assessment data. \(square footage, year built, building type, etc\)](#)

Real Estate Assessments

| Code | Description | Acres | Land Value | Improvement Value | Total Value |
|--------|-------------|-------|------------|-------------------|-------------|
| 1 | Residential | 0.432 | \$48,200 | \$0 | \$48,200 |
| Total: | | 0.432 | \$48,200 | \$0 | \$48,200 |

Estimated Fair Market Value:

\$49,300

Average Assessment Ratio:

0.97700046

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments

| Assessment | Value | Action |
|------------------------------------|---------|--------|
| 24 - STORM WATER UTILITY FEE | \$16.31 | |

Attachments

Districts

Other Districts

| Type | Code | District |
|------------------|------|-----------------------------|
| Special District | 4CO | CAL UTILITY WATER |
| Special District | 4RR | ROOT RIVER STORM (INACTIVE) |
| Special District | 4CP | CAL UTILITY SEWER |

Documents

Notes

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
 5043 CHESTER LN
 RACINE WI 53402

**RACINE COUNTY - STATE OF WISCONSIN
 PROPERTY TAX BILL FOR 2023
 REAL ESTATE**

WIERCHKE, SARAH



Parcel Number: 104 042233241000
 Bill Number: 638257

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

638257/104 042233241000
 SARAH WIERCHKE
 C/O
 3937 S 56TH ST
 MILWAUKEE WI 53220

Location of Property/Legal Description
 9918 DUNKELOW RD
 Sec. 33, T4N, R22E
 KAREN JEAN SUBDIVISION LOT 2 BLK 1
 0.000 ACRES

Please inform County of address changes.

| | | | | | | |
|--|---|---|--|--|----------------------------------|--------------|
| ASSESSED VALUE LAND 48,200 | ASSESSED VALUE IMPROVEMENTS 0 | TOTAL ASSESSED VALUE 48,200 | AVERAGE ASSMT. RATIO 0.977000460 | NET ASSESSED VALUE RATE 0.01642601 <small>(Does NOT reflect credits)</small> | NET PROPERTY TAX 791.74 | |
| ESTIMATED FAIR MARKET VALUE LAND 49,300 | ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 0 | TOTAL ESTIMATED FAIR MARKET VALUE 49,300 | <input type="checkbox"/> A star in this box means unpaid prior year taxes. | School taxes also reduced by school levy tax credit 74.84 | STORM WATER UTILITY FEE 16.31 | |
| TAXING JURISDICTION | | 2022 EST. STATE AIDS ALLOCATED TAX DIST. | 2023 EST. STATE AIDS ALLOCATED TAX DIST. | 2022 NET TAX | 2023 NET TAX | % TAX CHANGE |
| RACINE COUNTY | | 817,357 | 1,063,188 | 149.54 | 145.65 | -2.6% |
| VILLAGE OF CALEDONIA | | 2,269,023 | 2,566,300 | 252.60 | 280.30 | 11.0% |
| UNIFIED SCHOOL DISTRICT | | 48,238,714 | 48,597,647 | 311.01 | 330.78 | 6.4% |
| GATEWAY TEC VTAE | | 2,241,301 | 2,192,529 | 30.56 | 29.18 | -4.5% |
| CAL UTILITY WATER | | 0 | 0 | 0.00 | 0.00 | |
| CAL UTILITY SEWER | | 0 | 0 | 9.79 | 5.83 | -40.4% |
| TOTAL | | 53,566,395 | 54,419,664 | 753.50 | 791.74 | 5.1% |
| FIRST DOLLAR CREDIT | | | | 0.00 | 0.00 | 0.0% |
| LOTTERY AND GAMING CREDIT | | | | 0.00 | 0.00 | 0.0% |
| NET PROPERTY TAX | | | | 753.50 | 791.74 | 5.1% |

TOTAL DUE: \$808.05
 FOR FULL PAYMENT, PAY TO LOCAL TREASURER BY:
JANUARY 31, 2024
 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
 Failure to pay on time. See reverse.

| FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases | | | | | | |
|--|------------------------|--|--------------------|---------------------|------------------------|--|
| Taxing Jurisdiction | Total Additional Taxes | Total Additional Taxes Applied to Property | Year Increase Ends | Taxing Jurisdiction | Total Additional Taxes | Total Additional Taxes Applied to Property |
| UNIFIED SCHOOL DISTRICT | 4,463,824 | 63.35 | 2051 | | | |

| | | | | | |
|---|----------|--|----------|---|----------|
| PAY 1ST INSTALLMENT OF: BY JANUARY 31, 2024 AMOUNT ENCLOSED _____ MAKE CHECK PAYABLE AND MAIL TO: VILLAGE OF CALEDONIA 5043 CHESTER LN RACINE WI 53402 PIN# 104 042233241000 WIERCHKE, SARAH BILL NUMBER: 638257 | \$412.18 | PAY 2ND INSTALLMENT OF: BY JULY 31, 2024 AMOUNT ENCLOSED _____ MAKE CHECK PAYABLE AND MAIL TO: RACINE COUNTY TREASURER 730 WISCONSIN AVENUE RACINE, WI 53403-1274 PIN# 104 042233241000 WIERCHKE, SARAH BILL NUMBER: 638257 | \$395.87 | PAY FULL AMOUNT OF: BY JANUARY 31, 2024 AMOUNT ENCLOSED _____ MAKE CHECK PAYABLE AND MAIL TO: VILLAGE OF CALEDONIA 5043 CHESTER LN RACINE WI 53402 PIN# 104 042233241000 WIERCHKE, SARAH BILL NUMBER: 638257 | \$808.05 |
|---|----------|--|----------|---|----------|



INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

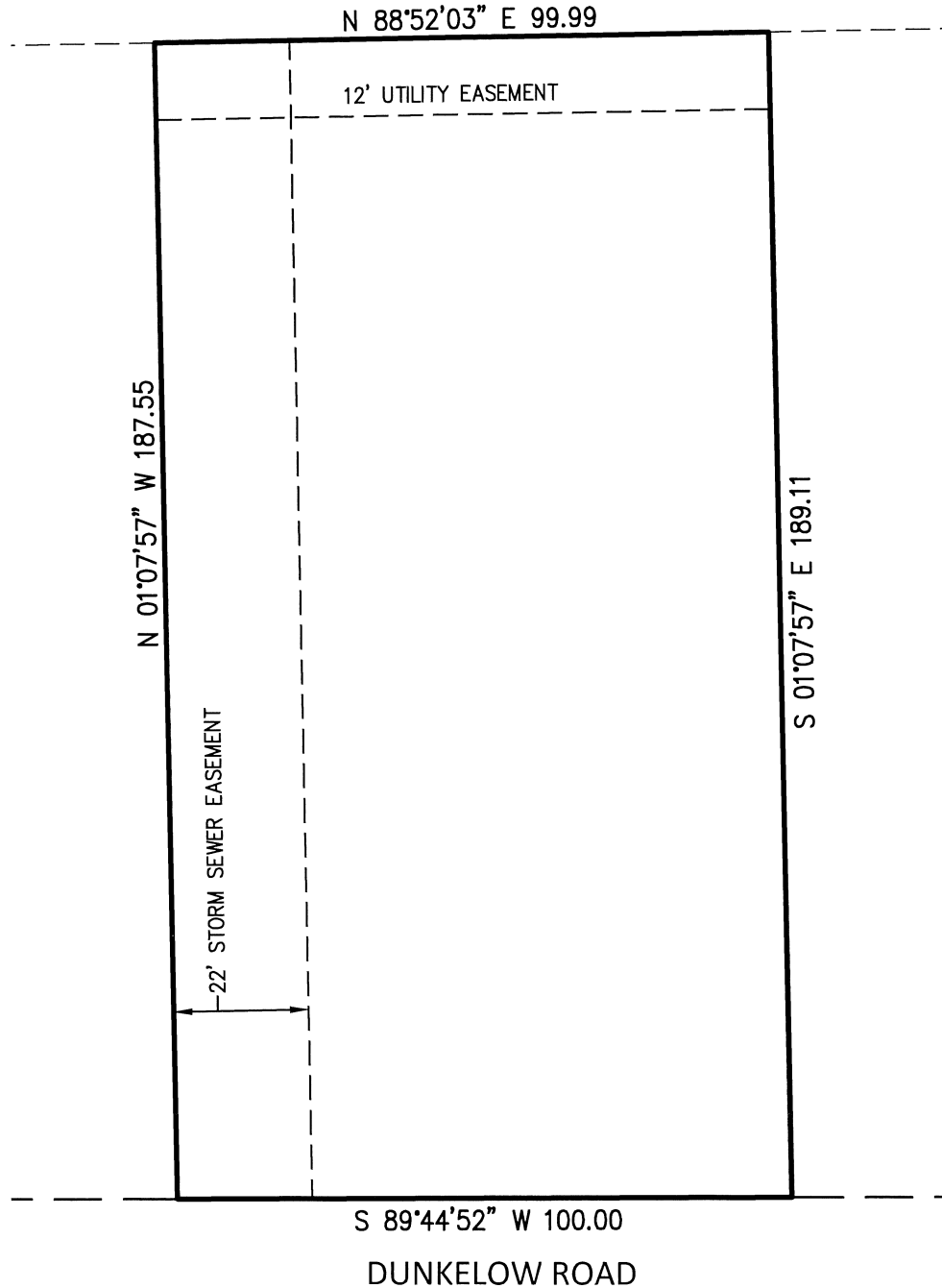
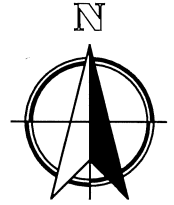


INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B

DESCRIPTION OF A 22' WIDE STORM SEWER EASEMENT

The West 22.00 feet of Lot 2, Block 1, Karen Jean Subdivision, according to the recorded plat thereof.
Said land being in the Village of Caledonia, Racine County, Wisconsin.



1:39:29 PM

Friday, March 22, 2024



Nielsen Madsen + Barber

CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406

Tele: (262)634-5588 Website: www.nmbosc.net

Scale: 1" = 30'

Drawn By: SCB

DATE: 3-22-2024

2024.0019.01

Easement Exhibit

Village of Caledonia
Caledonia, Wisconsin