



VILLAGE BOARD MEETING AGENDA
Tuesday, June 11, 2024 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes** – Village Board May 28, 2024
5. **Public Comment** – Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.

6. **Ordinances and Resolutions**
 - A. **Resolution 2024-064** – Approving a Conditional Use and Building, Site, and Operation Plan to Construct a 160-Foot Wireless Communications Tower Facility and Associated Ground Equipment at 3426 Stephan Road, Diamond Communications LLC, Applicant, Curtis Studey, Owner
 - B. **Resolution 2024-065** – Approving a Conditional Use Permit Extension and a Nonmetallic Mining Permit Renewal to Allow for the Further Development of an Existing Limestone Quarry Including Earthmoving, Blasting, Crushing, Sorting and Sizing, Stockpiling, Transportation and Reclamation, as Well as Those Activities Permitted in the Village’s Ordinances Entitled “Regulation Of Nonmetallic Mining” and “Explosives and Blasting”; These Properties are Located North and East of the Existing Quarry at 1501 3 Mile Road, Sec. 28 And 29, T4N, R23E, Village of Caledonia, Racine County, WI; Payne & Dolan, Inc. Owner/Applicant
 - C. **Resolution 2024-066** – Adopting the Racine County Hazard Mitigation Plan Update: 2023-2028
 - D. **Resolution 2024-067** – Authorizing the Village of Caledonia to Accept Improvements in The Glen at Waters Edge
 - E. **Resolution 2024-068** – Authorizing the Village of Caledonia to Award a Contract for the Sundance Heights Water Main Improvements Project
 - F. **Resolution 2024-069** – Authorizing the Village of Caledonia to Enter into a Memorandum of Understanding with Central Storage & Warehouse, LLC
 - G. **Resolution 2024-070** – Approving and Authorizing the Budget Modification to Reconcile the Capital Projects Fund
 - H. **Resolution 2024-071** – Authorizing and Approving the Full Release and Assignment Between Hanover Insurance Group and the Village of Caledonia

7. **New Business**
 - A. Approval of A/P checks
 - B. Approval of Liquor License Renewals
 - C. Highway Department Name Transition

8. **Appointments**
 - A. Plan Commission
 - B. Utility District Commission

9. **Continuing Business**

None

10. **Closed Session**

- A. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to Wis. Stat. S. 19.85(1)(e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session specifically to discuss a Second Amended and Restated Development Agreement and Fifth Amendment to Loan Agreement both with CCM-Caledonia, LLC and Cardinal Capital Management, Inc.
- B. The Village Board reserves the right to go back into OPEN SESSION, and possibly take action on the items discussed during the closed session and to move to the remaining items on the agenda.
- C. **Resolution 2024-072** – Approving a Second Amended and Restated Development Agreement and Fifth Amendment to Loan Agreement both with CCM-Caledonia, LLC and Cardinal Capital Management, Inc. for Lands Within Tax Incremental District No. 5 for a Residential Condominium Development Called Waters Edge Place

11. **Adjournment**

Village Board Meeting Minutes
May 14, 2024

1 - Order

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

2 - Pledge of Allegiance

President Weatherston led the board in the Pledge of Allegiance to the Flag.

3 - Roll Call

PRESENT: 6 – President Weatherston, Trustee Pierce, Trustee McManus, Trustee Wishau, Trustee Stillman, and Trustee Lambrecht

EXCUSED: 1 – Trustee Martin

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

4 – Approval of Minutes

Motion by Trustee Pierce to approve the minutes of the May 14, 2024 Village Board meeting, seconded by Trustee Lambrecht. **Motion carried 6-0.**

Motion by Trustee Pierce to approve the minutes of the May 17, 2024 Special Village Board meeting, seconded by Trustee Lambrecht. **Motion carried 6-0.**

5 – Public Comment

None

6 – Ordinances and Resolutions

None

7. - New Business

A. Approval of A/P checks

Motion by Trustee Wishau to approve the A/P Checks, seconded by Trustee Lambrecht . **Motion carried, 6-0.**

B. Approval of US Bank List

Motion by Trustee Wishau to approve the US Bank list, seconded by Trustee McManus. **Motion carried, 6-0.**

8 – Continuing Business

None

9 – Closed Session Items

- A. The Village Board will take up a motion to go into CLOSED SESSION, **pursuant to s. 19.85(1)(g), Wis. Stat.**, conferring with legal counsel concerning strategy to be adopted with respect to litigation pertaining to the following cases: Mark Gracyalny, et al., v. Village of Caledonia, et al, Racine County Circuit Court Case No. 2021-CV-0950; State of Wisconsin v. James Svoboda, Racine County Circuit Court Case No. 2019-CF-01694 - Restitution Award/Judgment; Marc Silverman v. Village of Caledonia, Racine County Circuit Court Case No. 2022-CV-0598; and Wisconsin Court of Appeals Case No. 2023-AP-105; Village of Caledonia v. Kim LaPointe, Racine County Circuit Court Case No. 2024-CV- 00190; and Municipal Court Citation/Case: DN81C5S2GF-GN; and to discuss possible litigation related to dog bite incident; and **pursuant to s. Wis. Stat. S. 19.85(1)(c)**, considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: specifically to discuss wage scale changes.

A Motion was made by Trustee McManus to go into closed session, seconded by Trustee Stillman. Motion carried by the following vote:

Ayes: 6 – Weatherston, Lambrecht, Pierce, Wishau, McManus, Stillman
Nays: 0

- B. The Village Board reserves the right to go back into OPEN SESSION, and possibly take action on the items discussed during the closed session and to move to the remaining items on the agenda.

A motion was made by Trustee Lambrecht to go into open session, seconded by Trustee Pierce. Motion carried, 6-0.

- C. **Resolution 2024-062 – Revising the Village of Caledonia wage scale**

A motion was made by Trustee McManus to approve the resolution, seconded by Trustee Stillman. Motion carried, 6-0.

- D. **Resolution 2024-063 – Rescinding a Fifty Percent (50%) Reduction for Amount Owed to the Village of Caledonia under the Judgment in the Lawsuit Entitled: Mark Gracyalny, Et al., V. Village of Caledonia, Et al., Racine County Case No. 2021-CV-0000950**

A motion was made by Trustee Pierce to approve the resolution, seconded by Trustee McManus. Motion carried, 6-0.

10 – Adjournment

President Weatherston adjourned the meeting at 6:32 p.m.

Respectfully prepared and submitted:

*Jennifer Olsen
Village Clerk*

**RESOLUTION NO. 2024-064
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING A CONDITIONAL USE AND BUILDING, SITE, AND
OPERATION PLAN TO CONSTRUCT A 160-FOOT WIRELESS COMMUNICATIONS
TOWER FACILITY AND ASSOCIATED GROUND EQUIPMENT AT 3426 STEPHAN
ROAD, DIAMOND COMMUNICATIONS LLC, APPLICANT, CURTIS STUDEY,
OWNER**

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

WHEREAS, Diamond Communications LLC, Applicant, requested a conditional use and approval of a building, site, and operation plan to construct a 160-foot wireless communications tower with associated ground equipment located at 3426 Stephan Road, Parcel ID No.: 104-04-23-18-006-000;

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the conditional use with conditions outlined in **Exhibit A** for the following reasons:

1. The proposed use is allowed by underlying zoning through the conditional use review process.
2. The proposed use will not adversely affect the surrounding properties.; and

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

1. The proposed use is allowed by underlying zoning through the conditional use review process.
2. The proposed use will not adversely affect the surrounding properties.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested conditional use and proposed building, site, and operation plan as set forth above, are hereby approved for the same reason set forth above and subject to the conditions recommended by the Plan Commission and set forth herein.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

EXHIBIT A - CONDITIONS

Diamond Communications LLC Cell Tower Located at 3426 Stephan Road

1. **Building Permit.** The applicant must obtain a building permit from the Village and pay all applicable zoning and building fees. The building permit card must be displayed in a prominent location at the project site, and a copy of these conditions must always be kept at the project site until the project has been completed.
2. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Applicant, and any other users of the Property Owner with respect to the uses on the Property.
4. **Plans.** The proposed use (160' mobile service monopole with a 2' lightning rod and associated ground equipment) must be located, conducted, and utilized in compliance with the plans and documents received by the Village Planning Department on April 15, 2024.
5. **Lease Agreement.** Prior to the issuance of the building permit the applicant must provide a lease agreement or binding lease memorandum which shows on its face that it does not preclude the site owner from entering into leases on the site with other provider(s); the legal descriptions and amount of property leased; in the event of abandonment, the Village reserves the right to remove the tower at the property owner's expense.
6. **Abandonment.** Any mobile service support structure and facilities not in operation for a continuous period of twelve (12) months shall be considered abandoned. In such circumstances, the owner of the mobile service support structure and facility must remove the support structure must remove the support structure and all supporting equipment, buildings, and foundations to a depth of five (5) feet, and must restore the location to its natural condition (except any grading may remain in the after-condition as determined by the Zoning Administrator) within ninety (90) days of receipt of notice from the Zoning Administrator. If removal and restoration to the satisfaction of the zoning administrator does not occur within the said ninety (90) days, the Village may remove and salvage said mobile service support structure and facility and restore the site at the expense of the mobile service provider or property owner. The applicant must submit a copy of a signed agreement, which may be the lease agreement, between the property owner and the owner of the mobile service facility detailing requirements for abandonment and subsequent removal based on the provisions of Section 16-14-7(a) of Municipal Code. Said agreement must also identify that the agreement is binding on future property owner(s) and future owner(s) of the mobile service support structure and facility. The mobile service support structure and facility must be recorded in the Register of Deeds Office and a copy of the deed must be filed with the Zoning Administrator prior to the issuance of the building permit.
7. **Liability.** The Village does not warrant any mobile service support structure against design or structural failure. The Village does not certify that the design is adequate for any tower

and the Village hereby accepts no liability through the issuance of a conditional use permit or building permit.

8. **Illumination Not Allowed.** Mobile service support structures must not be illuminated except as required by the Wisconsin Division of Aeronautics or the Federal Aviation Administration.
9. **Fencing.** Per Section 15-5-3(b) of Municipal Code, a fence with barbed wire is prohibited.
10. **Security For Removal.** The applicant shall provide to the Village, prior to the issuance of the permit, a performance bond in the amount of twenty thousand dollars (\$20,000.00) to guarantee that the tower and all supporting equipment, buildings, and foundations will be removed when no longer in operation. The Village must be named as obligee in the bond, and it must approve the bonding company. The face of the bond must reflect that the Village will be given notice if the bonding company cancels the bond. If prior to the removal of the tower, tower removal rates exceed twenty thousand dollars (\$20,000.00), the Village reserves the right to require a corresponding increase in the bond amount.
11. **Pre-Development Agreement.** The applicant must execute a Pre-Development Agreement with the Village of Caledonia at an amount determined by the Village of Caledonia. Contact the Village of Caledonia at 262-835-4451 to execute the Pre-Development agreement.
12. **Continued Compliance.** Upon written inquiry by the Plan Commission, the permit holder under this section shall have the burden of presenting credible evidence establishing to a reasonable degree of certainty the continued compliance with all conditions placed upon the conditional use permits. Failure to establish compliance with all conditions placed upon the conditional use will be grounds for revocation.
13. **Performance Standards.** The applicant must comply with the provisions of Section 16 Chapter 14 Mobile Tower Siting of the Village of Caledonia's Municipal Code.
14. **Expiration.** This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project will be required to go through the conditional use review process.
15. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
16. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of structures and property is dependent upon proper maintenance attitudes and procedures. Maintenance

programs must be established that include cleaning up litter; sweeping, cleaning, and repairing paved surfaces; and cleaning and repairing fence materials.

17. **Access.** The applicants must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
18. **Compliance with Law.** The applicants are responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state and federal regulations.
19. **Reimburse Village Costs.** Applicant shall reimburse the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
20. **Amendments to Conditional Use Approval. No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval.** All addition, deletion, and/or change requests must be submitted to the Caledonia Zoning Administrator in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
21. **Agreement.** By accepting the conditional use approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Diamond Communications LLC, Curtis L. Studey, and their heirs, successors, and assigns are responsible for full compliance with the above conditions.
22. **Subsequent Owner or Operator.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

**RESOLUTION NO. 2024-065
VILLAGE OF CALEDONIA**

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT EXTENSION AND A NONMETALLIC MINING PERMIT RENEWAL TO ALLOW FOR THE FURTHER DEVELOPMENT OF AN EXISTING LIMESTONE QUARRY INCLUDING EARTHMOVING, BLASTING, CRUSHING, SORTING AND SIZING, STOCKPILING, TRANSPORTATION AND RECLAMATION, AS WELL AS THOSE ACTIVITIES PERMITTED IN THE VILLAGE’S ORDINANCES ENTITLED “REGULATION OF NONMETALLIC MINING” AND “EXPLOSIVES AND BLASTING”; THESE PROPERTIES ARE LOCATED NORTH AND EAST OF THE EXISTING QUARRY AT 1501 3 MILE ROAD, SEC. 28 AND 29, T4N, R23E, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; PAYNE & DOLAN, INC. OWNER/APPLICANT

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

WHEREAS, Owner/Applicant requested a Conditional Use Permit Extension and a Nonmetallic Mining Permit renewal to allow for the further development of an existing limestone quarry including earthmoving, blasting, crushing, sorting and sizing, stockpiling, transportation and reclamation, as well as those activities permitted in the Village’s ordinances entitled “Regulation of Nonmetallic Mining” (Title 7, Chapter 11) and “Explosives and Blasting” (Title 7, Chapter 10) for property located North and East of the existing quarry at 1501 3 Mile Road, Sec. 28 and 29, T4N, R23E, Village of Caledonia, Racine County, WI; Parcel Nos: 104042328075000, 104042328074000, 104042328071000 and 104042329193000; and

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the request, subject to the conditions attached hereto as **Exhibit A**, for the following reasons as set forth in the staff memorandum:

1. The applicant agreed to meet all the requirements and conditions to be imposed by the Village; and
2. For the same reasons set forth in Plan Commission Resolution No. 2018-75 and Resolution No. 2018-78, Resolution No. 2020-62, and Resolution No. 2022-66 and the motion related to the resolution, which are incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested Conditional Use Permit Extension and Nonmetallic Mining Permit renewal set forth above, are hereby approved for the same reasons set forth above and subject to the same conditions and contingencies imposed by the Village Plan Commission.

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

VILLAGE OF CALEDONIA

By: _____

Tom Weatherston
Village President

Attest: _____

Jennifer Olsen
Village Clerk

EXHIBIT A - CONDITIONS
Payne and Dolan - Quarry

1. **Building Permit.** The applicant must obtain a building permit card from the Office of the Village Zoning Administrator. This card must be displayed in a prominent location at the project site, and a copy of these conditions must be kept at the project site at all times until the project has been completed.
2. **Conditions Made Applicable to 20 Acre Grandfathered Parcel.** Pursuant to Section 7-11-6 of the Village's Nonmetallic Mining Ordinance, the conditions governing the issuance of a conditional use permit shall also be made applicable to the 20 acre "grandfathered" parcel referenced above which is to be made part of the applicant's proposed quarry expansion.
3. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
4. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
5. **Plans.** The proposed operation to allow for the further development of an existing limestone quarry including earthmoving, blasting, crushing, sorting and sizing, stockpiling, transportation and reclamation, as well as those activities permitted in the Village's ordinances entitled "Regulation of Nonmetallic Mining" (Title 7, chapter 11) and "Explosives and Blasting" (Title 7, Chapter 10) shall be located, constructed, and utilized in accordance with the plans and documents received by the Racine County Development Service Office on May 30, 2018.
6. **Permit Duration.** This permit is granted for a two-year period, after which a two-year extension may be granted by the Village of Caledonia Plan Commission and Village Board upon request of the applicant. However, no such extension or permit renewal will be granted unless this project is in reasonable compliance with the conditions of this approval. An on-site evaluation by this office will determine compliance. In two years, the applicant must re-apply for an extension of the conditional use permit and nonmetallic mining permit or completely restore the quarry in compliance with the submitted restoration plans. The applicant must continue applying for a renewal of its nonmetallic mining permit on a biennial basis and explosives use permit on an annual basis.
7. **Restoration Bond.** The restoration bond (financial assurance) required by Chapter 12.5 Nonmetallic Mining Reclamation and also by the Village of Caledonia Ordinance for this operation must continue to be maintained in effect. The amount of the restoration bond shall be increased to adequately cover the costs of the applicant's updated reclamation plan. The amount of the bond shall be determined by the Zoning Administrator, after consultation with the applicant and Village Public Works Director. This new bond shall be submitted prior to issuance of the building permit.

8. **Hours of Operation.** The permitted hours of operation for Plant Operations are 6:00 a.m. to 10:00 p.m. Monday through Friday, 6:00 a.m. to 6:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Quarry Operations (except stripping and drilling) are 7:00 a.m. to 10:00 p.m. Monday through Friday, 7:00 a.m. to 3:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Overburden Stripping are 7:00 a.m. to 5:00 p.m. Monday through Friday, 7:00 a.m. to 1:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Drilling are 7:00 a.m. to 6:00 p.m. Monday through Friday, 7:00 a.m. to 1:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Blasting are 9:00 a.m. to 4:00 p.m. Monday through Friday, 9:00 a.m. to 12:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Loadout are 6:00 a.m. to 6:00 p.m. Monday through Friday, 6:00 a.m. to 6:00 p.m. on Saturday and none on Sunday. The permitted hours of operation for Quarry Maintenance are 6:00 a.m. to 10:00 p.m. Monday through Friday, 6:00 a.m. to 10:00 p.m. on Saturday and 6:00 a.m. to 10:00 p.m. on Sunday. There are no hours of operation restrictions for Shop and Plant Maintenance.
9. **Reclamation Plan.** This approval recognizes that the reclamation plan for the subject site is being amended to incorporate the further development area as outlined in the submitted plans. Implementation of this reclamation plan must occur within three (3) years after the cessation of extraction operations.
10. **Stormwater.** The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District Commission and the Village Utility Director regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District Commission and the Village Utility Director is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Stormwater Utility District Commission and the Village Utility Director before permits are issued.
11. **Caledonia Utility District.** The property owner or designated agent must contact the Caledonia Sewer and Water Utility District regarding Utility District regulations for this site. Specifically, the relocation of any Utility District infrastructure associated with the relocation of Charles Street. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility District Commission and the Village Utility Director is required.
12. **Engineering Department.** The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department. Specifically, any Engineering Department requirements associated with the relocation of Charles Street and the location and construction of the proposed bike path. All costs associated with the relocation of Charles Street, including the costs of vacating a portion of Charles Street in its present location, dedication of easements and right-of-way necessary to accommodate the relocation of Charles Street, and the relocation and installation of utilities, shall be borne by the applicant.

13. **Landscaping.** Landscaping at the site must be in compliance with the submitted Landscaping Plan. The Village may require a letter of credit or bond to be posted to ensure implementation and maintenance. Landscaping shall comply with Title 16. The landscaping plan shall follow the Village of Caledonia planting requirements.
14. **Stockpiles and Berms.** Overburden and topsoil shall be stockpiled for creating the landscape berms and later final restoration. Any future stockpiles shall have side slopes of 2:1 or flatter and be seeded to prevent soil erosion. All stockpiles must have a minimum of four inches of topsoil on the surface to allow grasses to grow to prevent soil erosion. The temporary seeding of the stockpiles must be a mixture of grasses at a rate of five pounds of perennial ryegrass, 10 pounds of smooth brome and 10 pounds of tall fescue per 1,000 square feet. These stockpiles must remain until used to restore the land being mined. See the prior "WI-CPA-123" for seeding recommendations for final restoration. All landscape berms must have a minimum of six inches of topsoil on the surface prior to seeding or placing of shrubs and trees.
15. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
16. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives and parking areas shall be maintained in a dust free condition.
17. **Performance Standards.** The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances (a copy is attached), as adopted by the Village of Caledonia.
18. **Compliance with Law.** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
19. **Reimburse Village Costs.** Applicant shall reimburse the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.

20. **Amendments to Conditional Use Permit.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
21. **Access.** The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance. Any inspectors or visitors must follow all local, state and federal safety guidelines and shall check in at Payne & Dolan's office.
22. **Fill Material.** Only clean fill may be used for the berms on these parcels. Fill material may not contain sod, brush, roots or other perishable material. No re-bar, asphalt, scrap wood, or other types of construction debris will be permitted as fill material. Rock particles larger than three-fourths of the layer thickness must be removed from the material prior to compaction with the fill.
23. **Traffic Compliance.** The applicant is responsible for using best efforts for ensuring that truck drivers obey all posted speed limits and applicable traffic laws with the Quarry operation. Applicant shall ensure that a "STOP" sign is in place for all truck drivers entering the public road from the Quarry. Applicant shall require its drivers and the drivers of its customers to not travel on streets East of Charles Street, unless transporting materials directly to a project site. This includes coming to a full stop before entering the public roadway. The quarry driveways shall have a speed limit of no more than 15 miles per hour. Should this office receive substantial complaints that such laws are being broken, the Village of Caledonia reserves the right to seek revocation of this permit for noncompliance.
24. **Blasting.** Blasting may be conducted as a part of this operation. Such blasting shall be in accordance with the standards contained in the Caledonia blasting permit. Preblasting notifications and preblast surveys shall be offered to all residents or owners of dwellings or other structures located within the area defined by ordinance.
25. **Air Regulations.** **Mineral extraction operations shall be conducted in accordance with the Federal Environmental Protection Agency and the State of Wisconsin Department of Natural Resources air pollution control regulations. Dust shall be controlled so that there are no visible emissions (0% opacity) at the boundaries of the property.** The Fugitive Dust Control Plan, submitted on May 30, 2018, must be followed.
26. **Spill Prevention.** The Spill Prevention Control and Countermeasure Plan, submitted on May 30, 2018, must be followed.
27. **Deed Restriction.** As outlined in the submitted documents a deed restriction in a form approved by the Village Attorney must be recorded with the Racine County Register of Deeds office that indicates that no future mining-related activity will take place east of the

relocated Charles Street. A copy of this deed restriction and proof of recording must be submitted to the Village Planning Department office prior to building permit issuance.

28. **Vegetated Buffer.** As illustrated on the submitted plans a vegetated buffer must be installed east of the relocated Charles Street. Also, as indicated on the submitted plans the existing tree line will be improved.
29. **Berming and Landscaping.** As illustrated on the submitted plans landscape berms must be installed west, north, east and south of the proposed further development of the limestone quarry. Also, a landscape berm must be installed east of the relocated Charles Street and south of Ellis Avenue as illustrated on the submitted plans. The berms and landscaping shall be professionally designed and installed prior to the commencement of non-metallic mining operations in the expanded area and shall be professionally and perpetually maintained.
30. **Haul Roads.** All haul roads must be maintained in a dust-controlled condition and any dust palliatives must be Wisconsin Department of Natural Resources (WDNR) approved prior to usage. All haul roads throughout the entire quarry operation must be maintained in an all-weather, dust-free condition. When applying treatment to any access road surface, the operator must make every effort to avoid the spread of this treatment material onto the public roadway. Should such material and/or soil material be spread, carried, and/or spilled onto the public roadway, the pit operator must act immediately to mitigate the problem. The haul roads must be provided with gates that can be locked whenever the quarry is not operation.
31. **Boundary Staking.** All excavation boundaries, phase boundaries, and wetland boundaries, if any, must be staked or otherwise marked and may be inspected by the Village prior to commencing operations under this approval. Stakes must be made of steel, fiberglass, or other suitable material as determined by this office. Signs warning of the quarry operation must be placed around the property boundaries spaced 200 feet apart. Security fencing must be placed around the entire operation. Said fencing must be installed prior to the removal of any materials from the site.
32. **Sediment.** During construction and operations this site must have roads, access drives, and/or parking areas of sufficient width and length to prevent sediment from being tracked onto public roadways. Any sediment reaching a public road must be removed by street cleaning (not flushing) before the end of each workday or as determined by the jurisdictional highway authority.
33. **Contact Information.** The operator of the quarry shall provide property owners within 1,000 feet of the site with contact information, including the direct number to the manager of the quarry site during workday and non-working hours, so that concerns may be promptly addressed.

34. **Elevations.** Racine County and the Village of Caledonia reserve the right to require, with 60 days notice, a complete set of elevations including bottom of pit grades. The elevations must be taken by a registered land surveyor or a professional engineer.
35. **Reclamation Notification.** The operator must notify this office and the Village of Caledonia in writing at least 30 working days prior to final completion of site reclamation.
36. **Signage.** Any sign on this property must conform to the ordinance standards and will require a sign permit.
37. **Site Restoration.** Final site restoration and the restoration bond are subject to compliance with Chapter 12.5 Non-Metallic Mining Reclamation, Racine County Code of Ordinances.
38. **Noise.** Noise levels measured at the property lines must never exceed 68 decibels, when the crushing activity is occurring.
39. **Crushing.** The crushing activity must comply with the State of Wisconsin air pollution regulations. All dust control equipment/devices on the crusher must be kept operational and must be maintained as required by State/Federal regulations.
40. **Vibrations.** The crushing activity must not emit vibrations, which are discernable without instruments, outside its premises.
41. **Jake-braking.** No “jake-braking” by haul trucks is allowed except under emergency circumstances.
42. **Compliance with Law.** The applicant must obtain all necessary federal, state, and local permits, approvals, and licenses. The applicant must comply with all applicable codes and regulations.
43. **Agreement.** Your accepting the conditional use approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Payne & Dolan Inc. and its heirs, successors, and assigns are responsible for full compliance with the above conditions.
44. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions

**RESOLUTION NO. 2024-066
VILLAGE OF CALEDONIA**

**A RESOLUTION ADOPTING THE RACINE COUNTY HAZARD MITIGATION PLAN
UPDATE: 2023-2028**

The Village Board of the Village of Caledonia do resolve as follows:

WHEREAS, in December 2000, the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and the Racine County Office of Emergency Management and Department of Planning and Development agreed to cooperatively prepare an all-hazards mitigation plan for Racine County;

WHEREAS, the initial Racine County Hazard Mitigation Plan was adopted by the County and approved in 2004 and was subsequently adopted by the municipalities within the County;

WHEREAS, the mitigation planning requirements of 44 Code of Federal Regulations, Section 201.6(d) [44 CFR 201.6(d)] call for local hazard mitigation plans to be reviewed; updated to reflect changes in development, progress in local mitigation plan efforts, and changes in priorities; and re-approved every five years for local jurisdictions to be able to receive hazard mitigation funding;

WHEREAS, the Racine County Hazardous Mitigation Plan Update was guided by a planning team consisting of elected and appointed officials from the County and municipalities in the County; agency and business representatives; and citizens from throughout the County knowledgeable in hazard mitigation matters;

WHEREAS, the plan was designed to be consistent with the guidelines of the Wisconsin Department of Military Affairs, Division of Emergency Management, and the Federal Emergency Management Agency (FEMA); and with the requirements and procedures defined in the Disaster Mitigation Act of 2000;

WHEREAS, to also be eligible for hazard mitigation project funding, the Village must likewise adopt the updated plan.

NOW, THEREFORE, BE IT RESOLVED that the Village Board hereby adopts the Racine County Mitigation Plan Update dated 2023-2028.

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

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston
Village President

Attest: _____

Jennifer Olsen
Village Clerk

Racine County 4th Edition Hazard Mitigation Plan Update

Supplemental Q&A

1. Last year FEMA updated Flood Insurance Rate Maps (FIRMs) for the Fox River in the Waterford area. Are the new maps included in the 4th Edition HMPU?
 - No
 - 2024 mapping was not yet available for the majority of this update process, came around too late in the game.
 - Racine County 2019 maps were used.
 - New Fox River maps will be used in the 5th edition update and the standalone regional Fox River Watershed Mitigation Plan which is being brought forward separately.
2. Were there any specific, notable changes in development or environmental conditions in Racine County from the 3rd edition to the 4th that should be called out or used as an example?
 - Hazard conditions identified in the 4th edition of the plan are very similar to those in the 3rd edition of the plan.
 - Most notable change is an expanded section on potential hazards attributed to climate change, per updated FEMA guidelines.
 - Environmentally, both average temperatures and precipitation have been increasing, particularly in the late winter and early spring, leading to an increase in the frequency and severity of storms. As a result, flooding and lake shore erosion are greater hazards in the area and the plan emphasizes these accordingly.
3. Have there been any major notable trends in the evolution of these plans, generally, over the last twenty years as they have evolved through four updates?
 - Plans have shifted to only focus on natural hazards and no longer discuss human induced hazards, which are addressed by other types of plans (e.g. CEMP).
 - FEMA has increasingly emphasized the importance of addressing how climate change has impacted, and will continue to impact, the vulnerability of communities to natural hazards and identifying strategies to address any increased vulnerability.
 - The Commission's analysis of climate change impacts has evolved with each update of the Racine County Hazard Mitigation Plan as we gather more data and experience with how these translate to specific hazards. The availability of new tools that help assess coastal conditions and coastal changes over time has also enabled the evolution of the Commission's analysis of Lake Michigan coastal hazards in recent editions of hazard mitigation plans.
 - Finally, FEMA has emphasized the importance of evaluating the impacts of hazards on underserved communities and socially vulnerable populations.

**RESOLUTION NO. 2024-067
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ACCEPT
IMPROVEMENTS IN THE GLEN AT WATERS EDGE**

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

RECITALS

1. The Village and Cornerstone Homes (the "Developer") entered into a Development Agreement pertaining to the development of 30 Single Family Home Subdivision Lots as part of The Glen At Waters Edge subdivision (the "Development") with respect to the land described therein and certain public improvements, including Sanitary Sewer, Sanitary Sewer Laterals, Water Main, Water Laterals, Storm Sewer, Storm Water Facilities, and the Roads.

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

- a. Village Board acceptance and approval.
- b. Submission of Grading As-builts
- c. Final Review of all As-builts
- d. Completion of all Punchlist Items

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

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

VILLAGE OF CALEDONIA


By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

MEMORANDUM

DATE: Tuesday, May 28, 2024

TO: Caledonia Utility District

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

RE: Subdivision System Approval – The Glen @ Waters Edge

BACKGROUND INFORMATION

The Village and Cornerstone Homes entered into a Development Agreement for the development of The Glen @ Waters Edge. The 30 lots, in order to be buildable, required public improvements such as the subdivision system to be made. The subdivision system includes the Sanitary Sewer Main, Sanitary Sewer laterals, Watermain, Water laterals, Storm Sewer and Storm Water Facilities.

The work for The Glen @ Waters Edge, including the subdivision system, have been completed and has been inspected for compliance with the approved plans and specifications. Asbuilt plans have been received and also reviewed.

It is hereby recommended that the subdivision system of The Glen @ Waters Edge be accepted by the Utility District.

RECOMMENDATION

Move to accept the Subdivision System for The Glen @ Waters Edge.

GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
 - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWC)
 - THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
 - WDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
 - WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
 - VILLAGE OF CALEDONIA STANDARDS & REQUIREMENTS FOR DEVELOPMENT, LATEST EDITION.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.

THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.

THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY

EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.

PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.

ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.

ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.

THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS AS REQUIRED BY MUNICIPAL ORDINANCE.

NOTIFY ENGINEER IF DRAIN TILE ARE ENCOUNTERED DURING SITE CONSTRUCTION. RECONNECT ANY BROKEN OR DAMAGED DRAIN TILE DURING CONSTRUCTION.

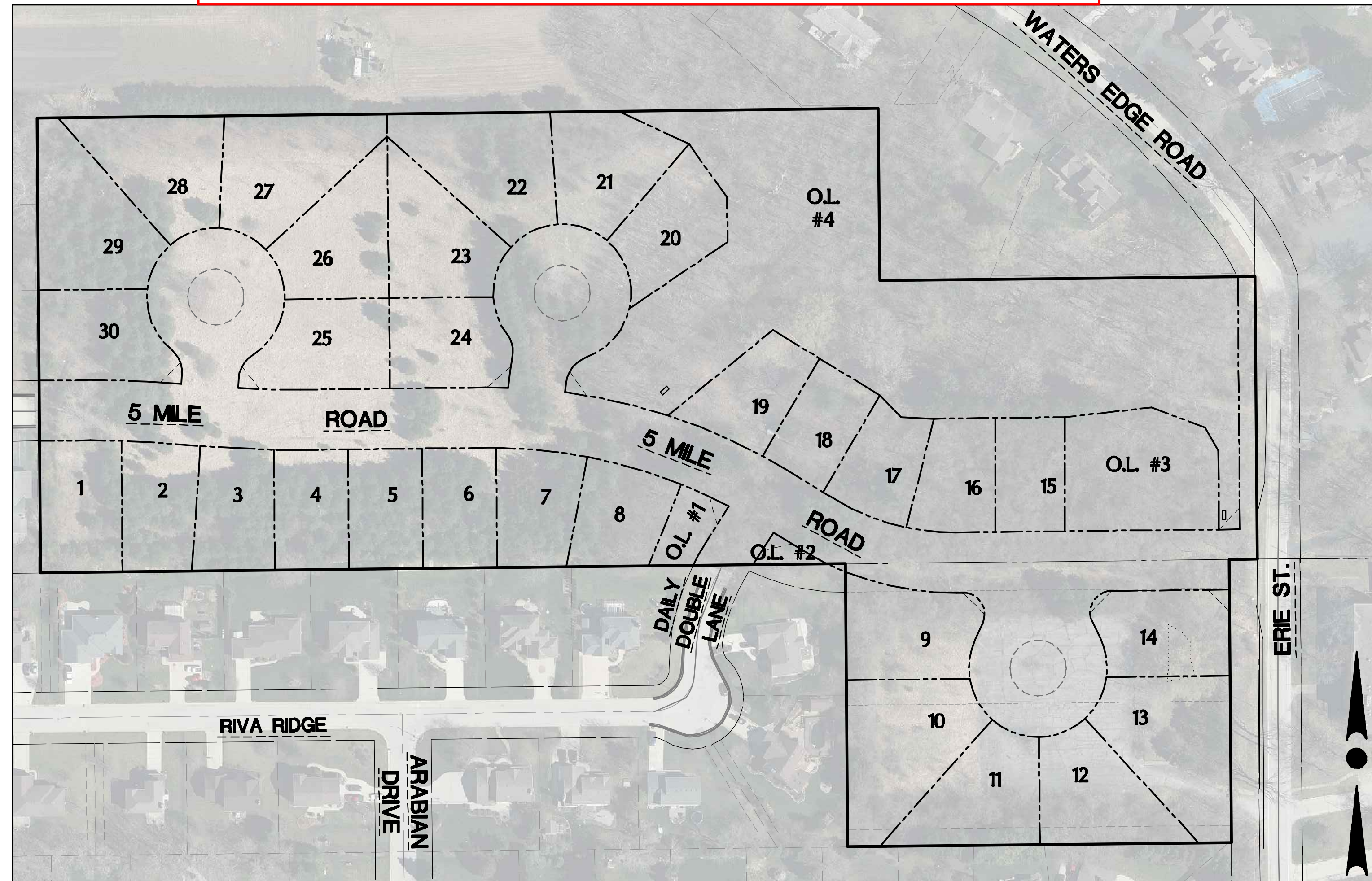
THE GLEN AT WATERS EDGE

SINGLE FAMILY RESIDENTIAL SUBDIVISION

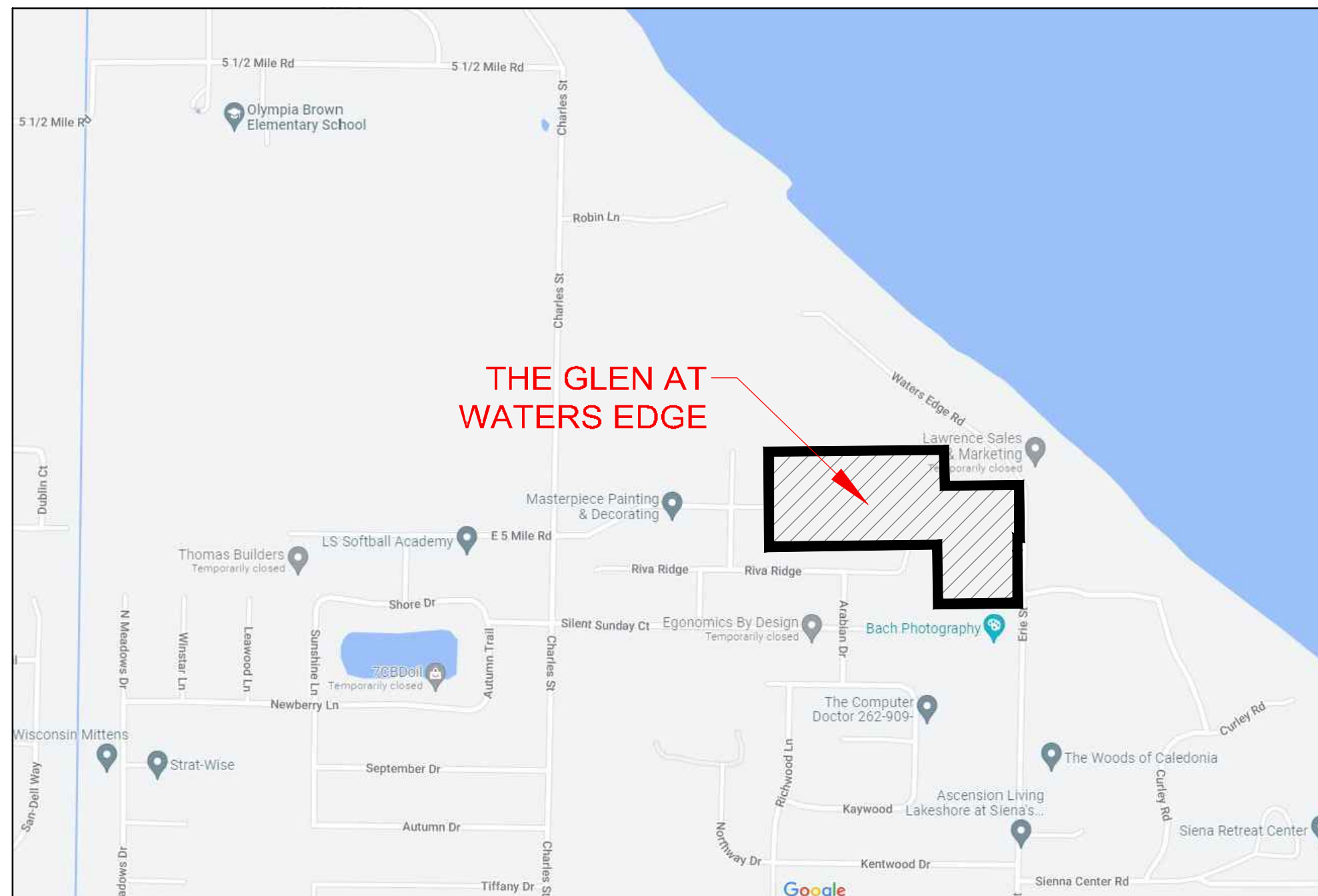
CIVIL SITE DEVELOPMENT PLANS

VILLAGE OF CALEDONIA, WISCONSIN

RECORD DRAWINGS



SITE PLAN
SCALE: 1" = 100'



LOCATION MAP
NOT TO SCALE

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

DEVELOPER:
CORNERSTONE DEVELOPMENT OF S.E. WI, LLC
N63 W23849 MAIN STREET
SUSSEX, WI 53089
PHONE: (262) 932-4188

SHEET INDEX

CIVIL	
T1	- COVER SHEET
C1.0	- EXISTING SITE
C1.1	- PROPOSED SITE
C2.0	- MASTER GRADING & DRAINAGE PLAN
C2.0A	- OVERALL INTERIM GRADING & DRAINAGE PLAN
C2.1-C2.2	- DETAILED & INTERIM GRADING & DRAINAGE PLAN
C2.3	- POND DETAIL
C2.4	- EROSION CONTROL PLAN
C3.0	- OVERALL SANITARY SEWER AND WATER MAIN PLAN
C3.1-C3.4	- SANITARY SEWER AND WATER MAIN PLAN & PROFILES
C4.0	- OVERALL ROADWAY AND STORM SEWER PLAN
C4.1-C4.4	- ROADWAY AND STORM SEWER PLAN & PROFILES
C4.5-C4.8	- STORM SEWER EASEMENT PLAN & PROFILES
C5.0-C5.2	- INTERSECTION & CUL-DE-SAC PLANS
C6.0-C6.3	- CONSTRUCTION NOTES & DETAILS



4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:
THE GLEN AT WATERS EDGE
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF CALEDONIA, WISCONSIN
BY: CORNERSTONE DEVELOPMENT

REVISION HISTORY	
DATE	DESCRIPTION
02/10/2023	INTERIM GRADING
03/17/2023	VILLAGE SUBMITTAL
04/07/2023	VILLAGE SUBMITTAL
04/17/2023	VILLAGE SUBMITTAL
06/22/2023	GRADING REV.
06/24/2023	SAN & STM REV.
08/14/2023	STM & EASEMENT REV.

DATE:
JUNE 14, 2023

JOB NUMBER:
22-040-796

DESCRIPTION:
COVER SHEET

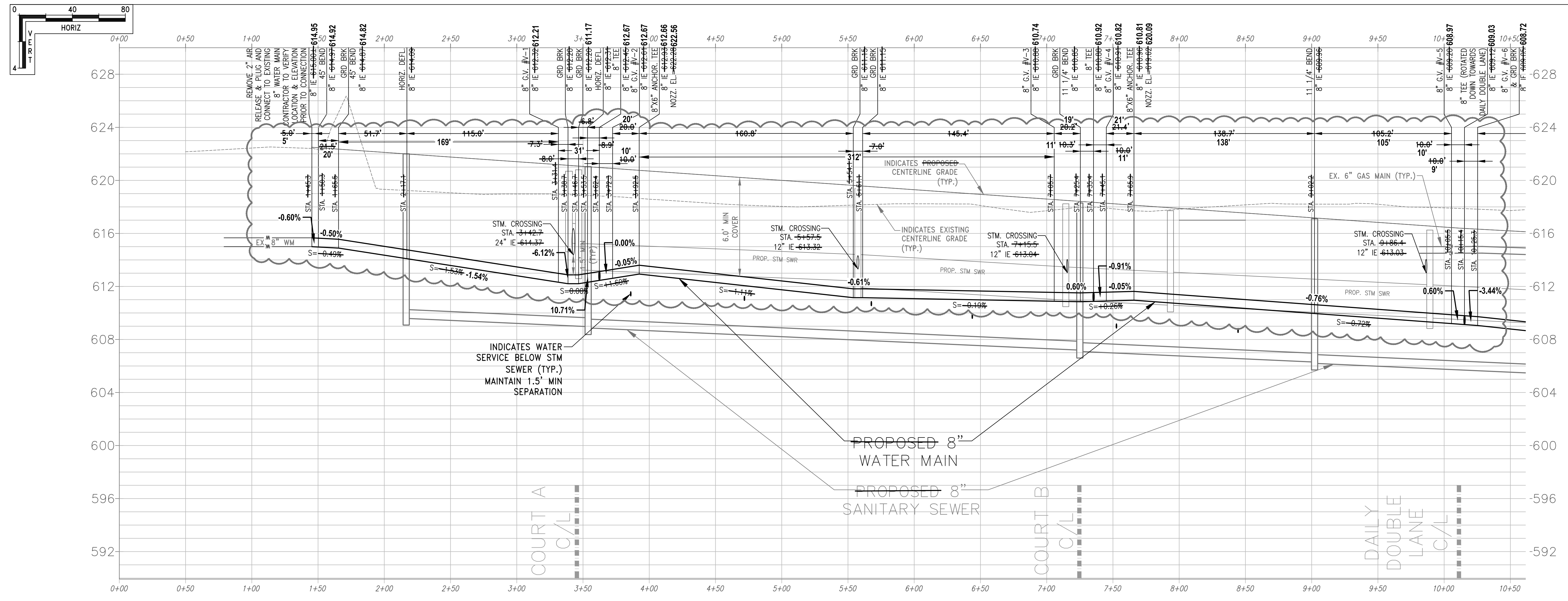
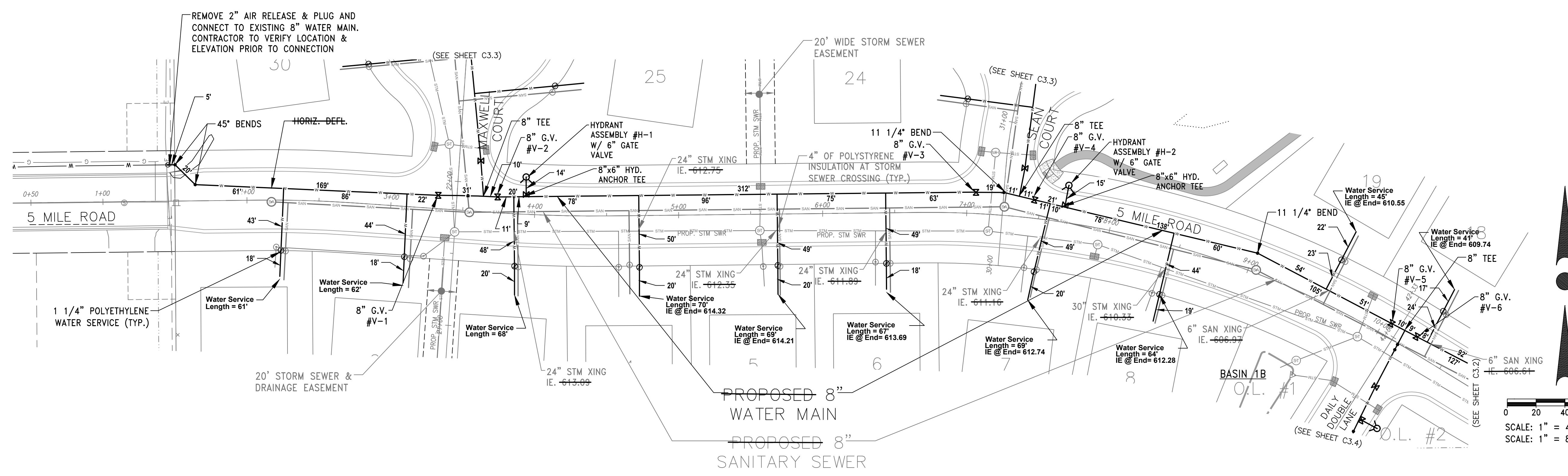
SHEET
T1

X:\2022\22-040-796 THE GLEN AT WATERS EDGE CALEDONIA DRAWINGS\CONSTRUCTION PLANS\THE GLEN AT WATERS EDGE_CIVIL_COVER & DETAILS_22X34.DWG

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JUNE - NOVEMBER, 2023

DESIGNED BY
TRIO ENGINEERING

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FEBRUARY 2024 - RJL/MHY

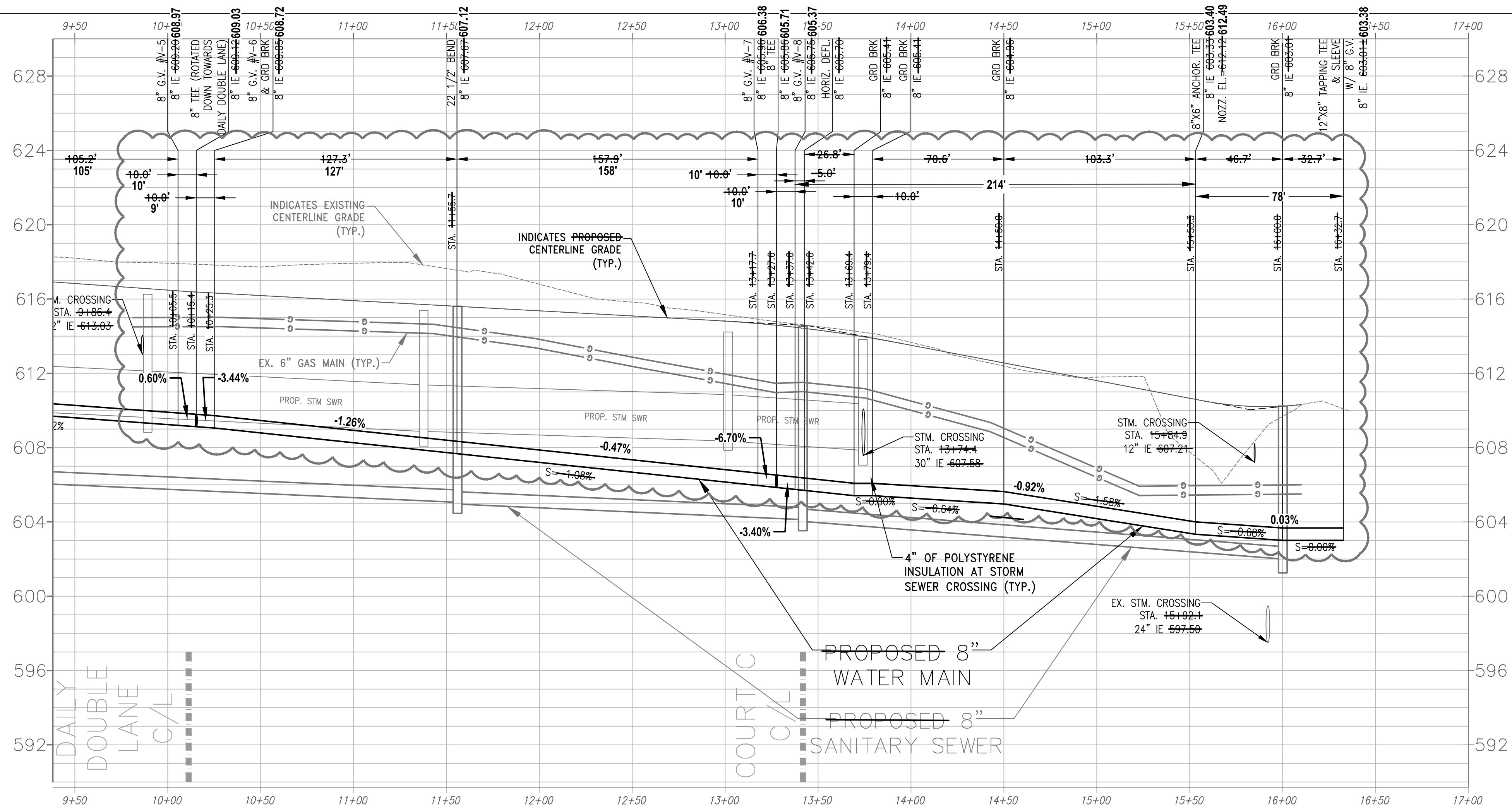
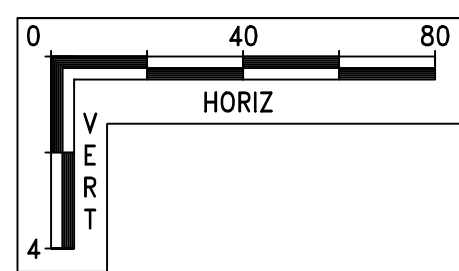
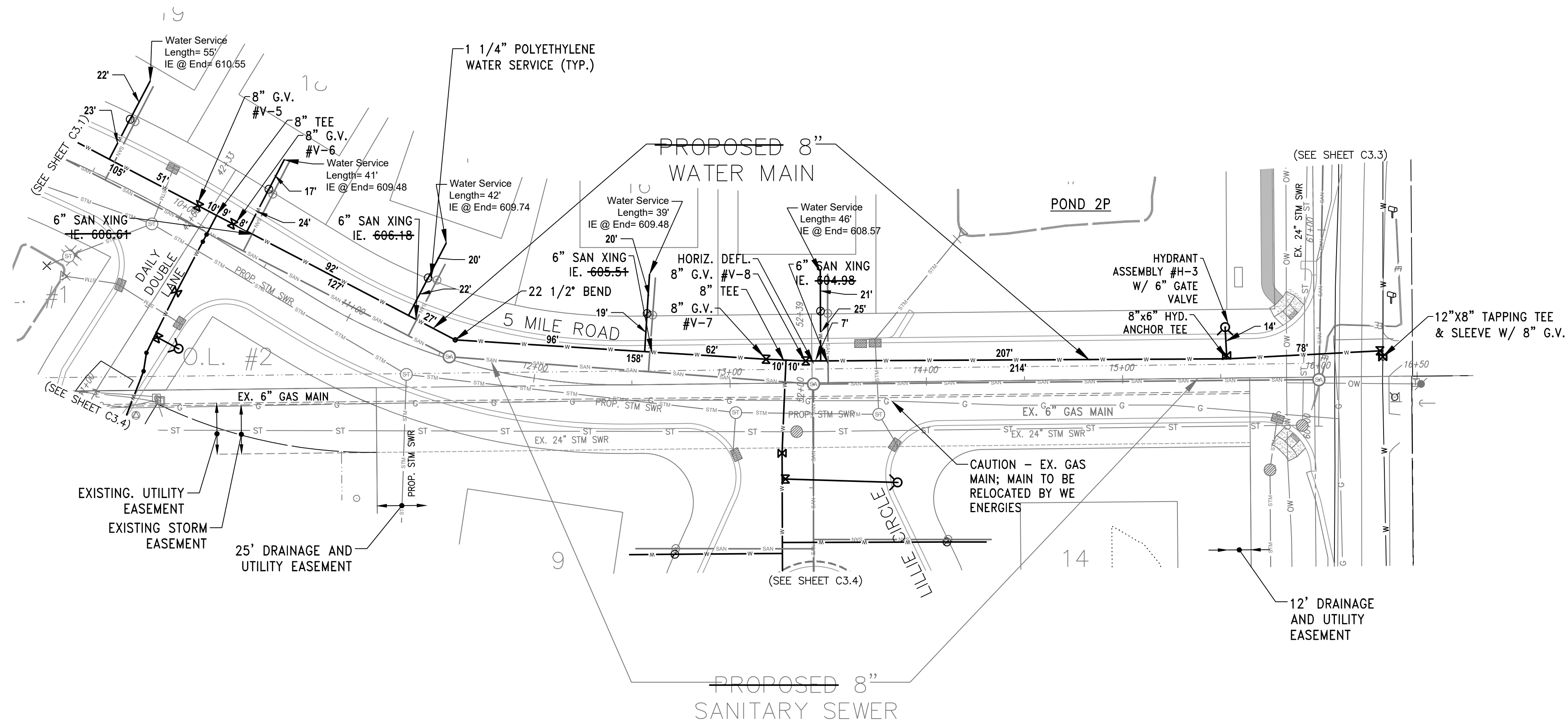


SANITARY SEWER AND
WATER MAIN PLAN &
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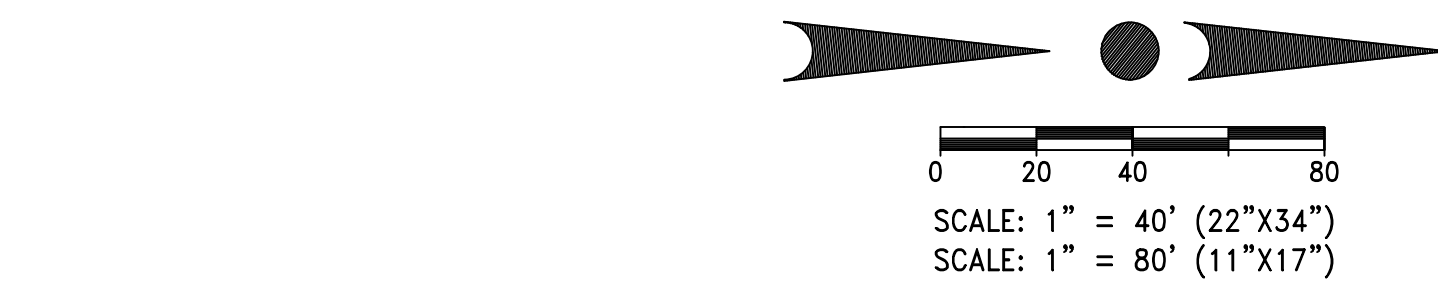
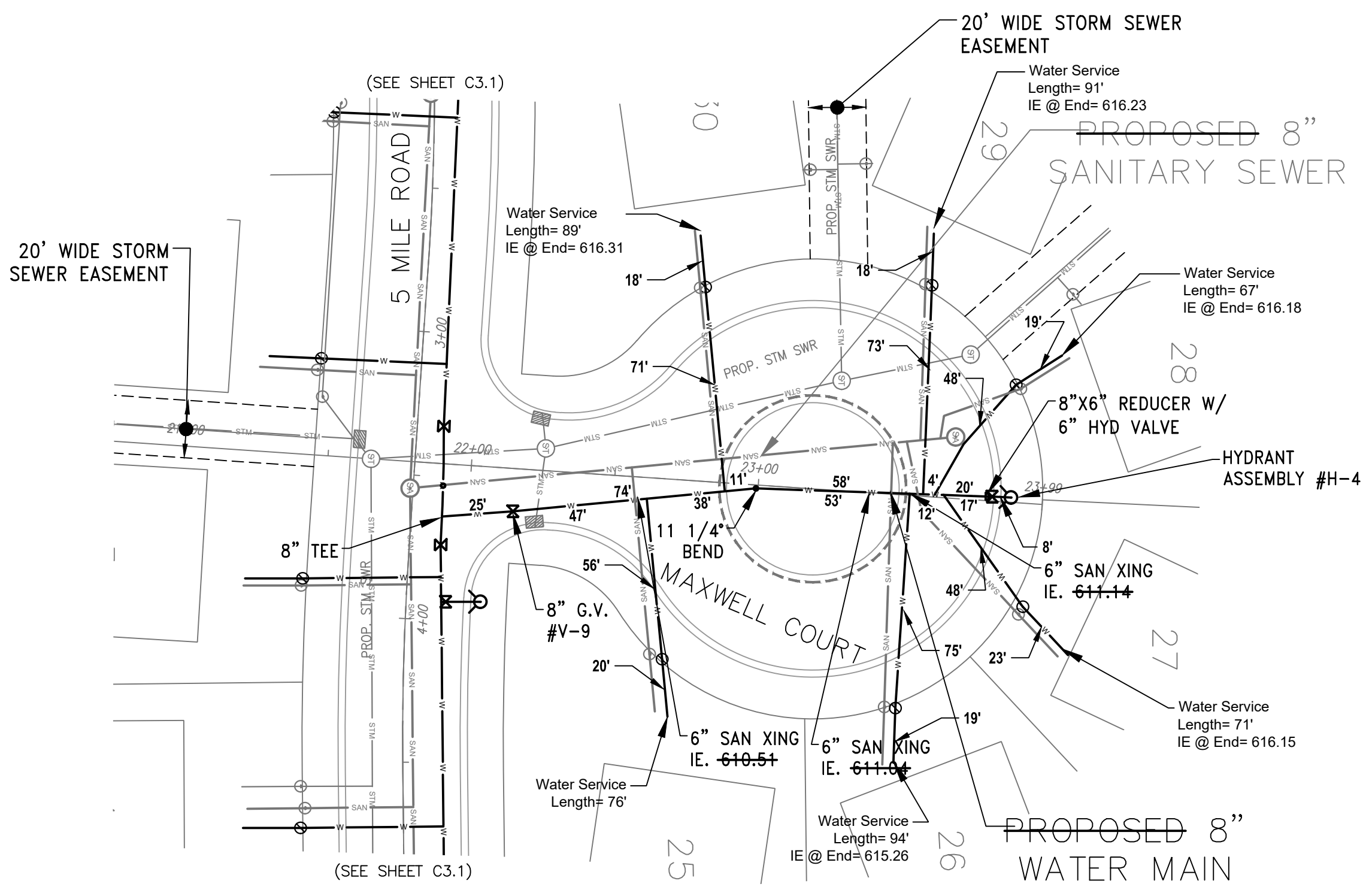
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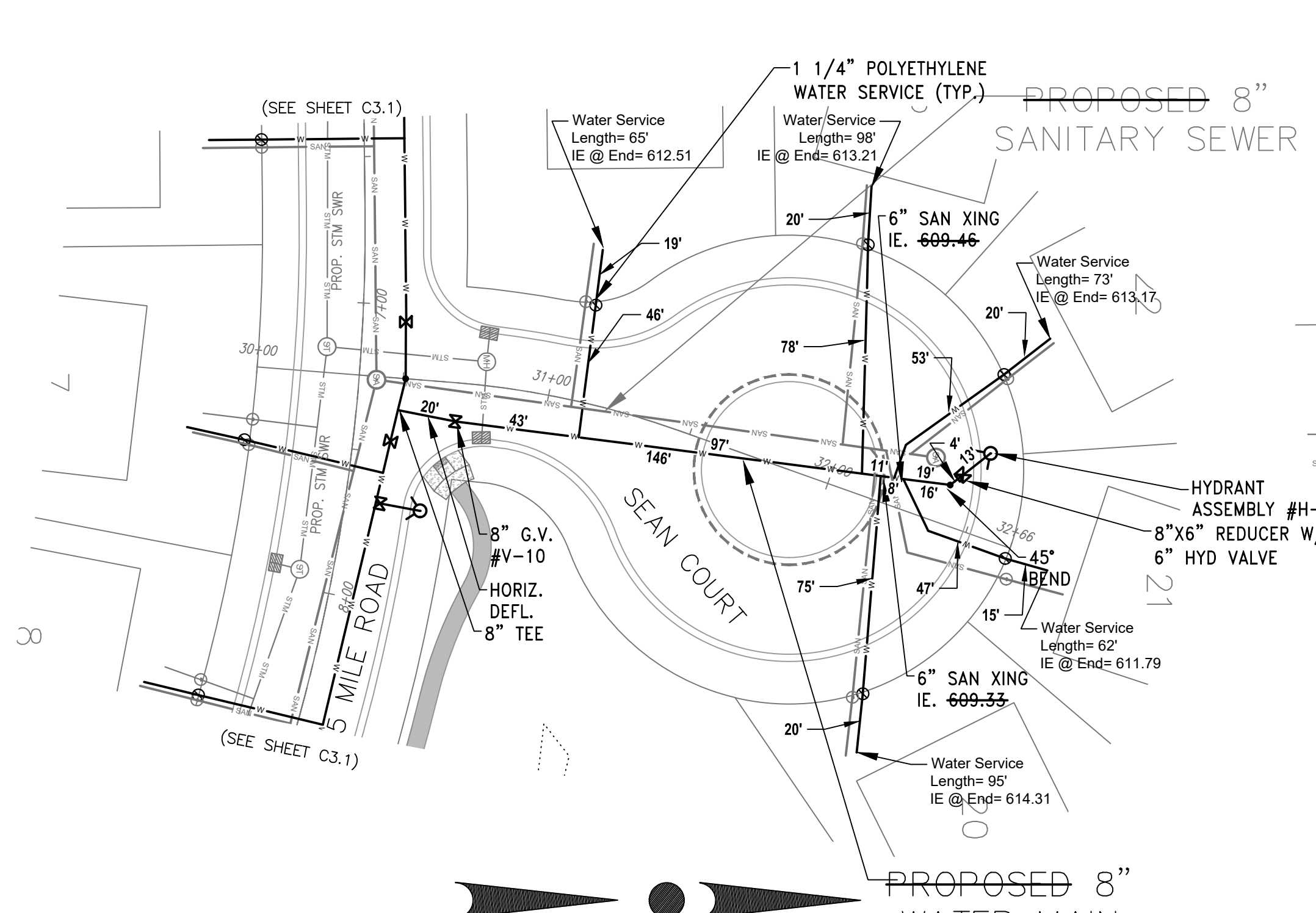
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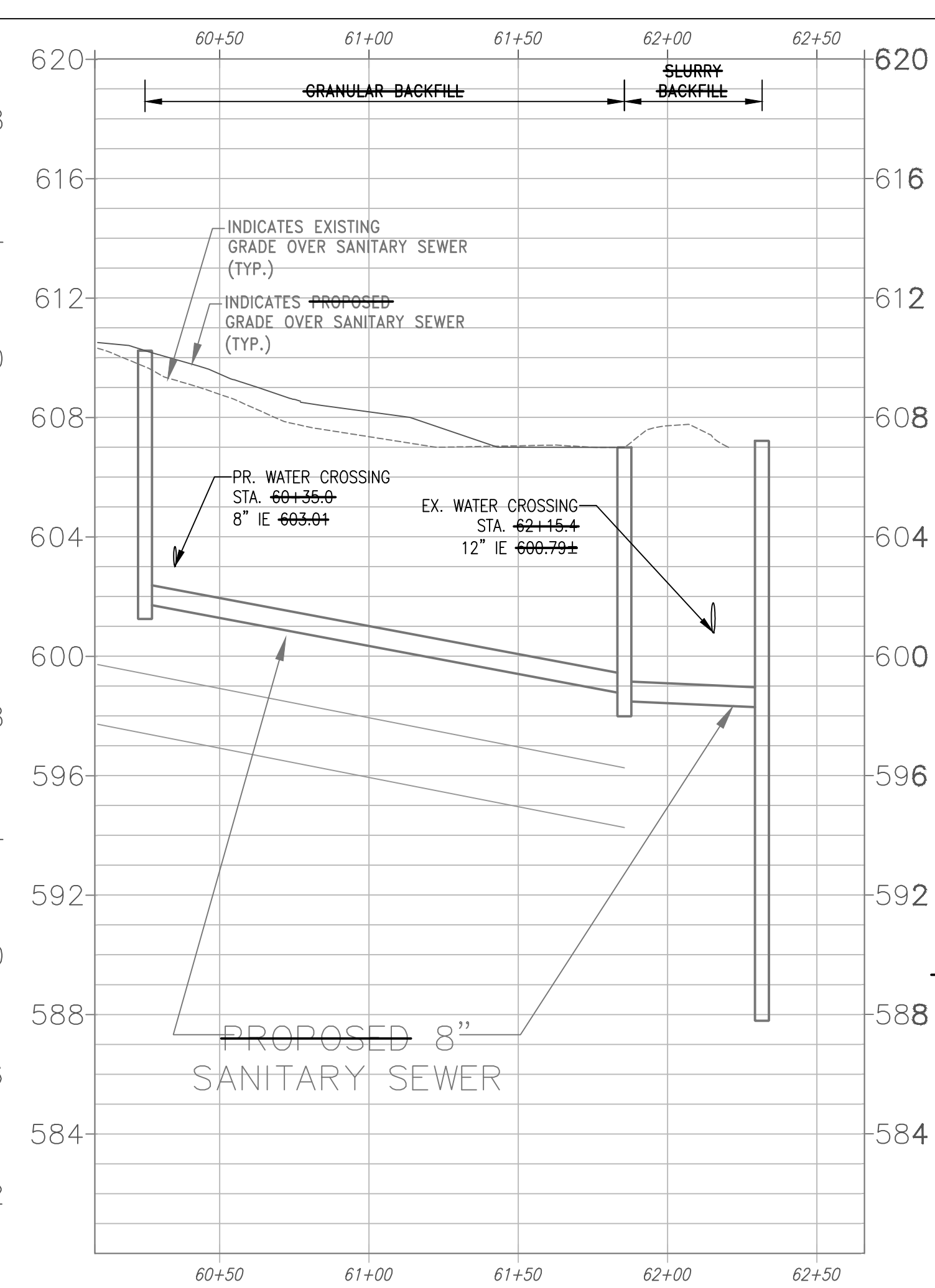
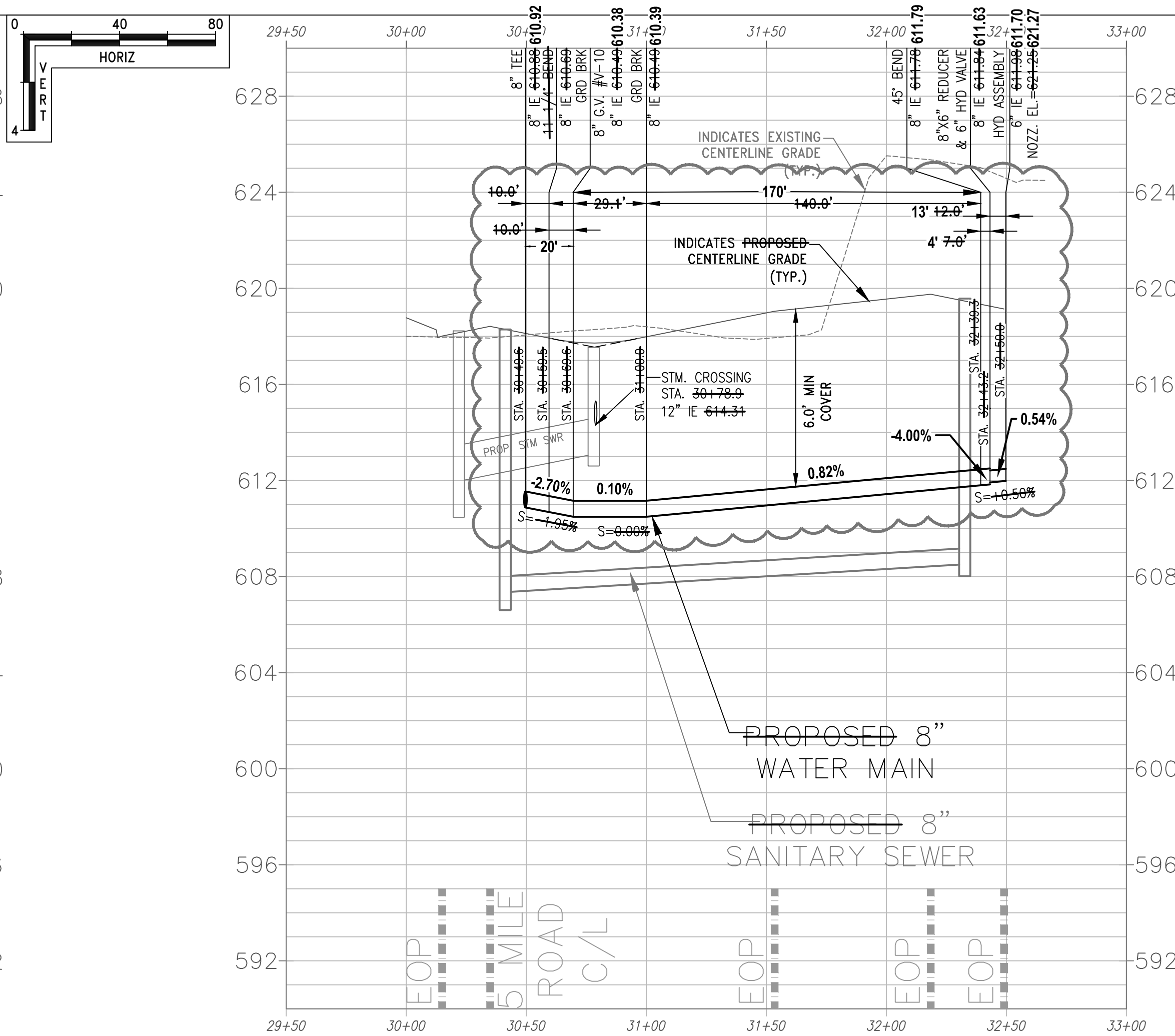
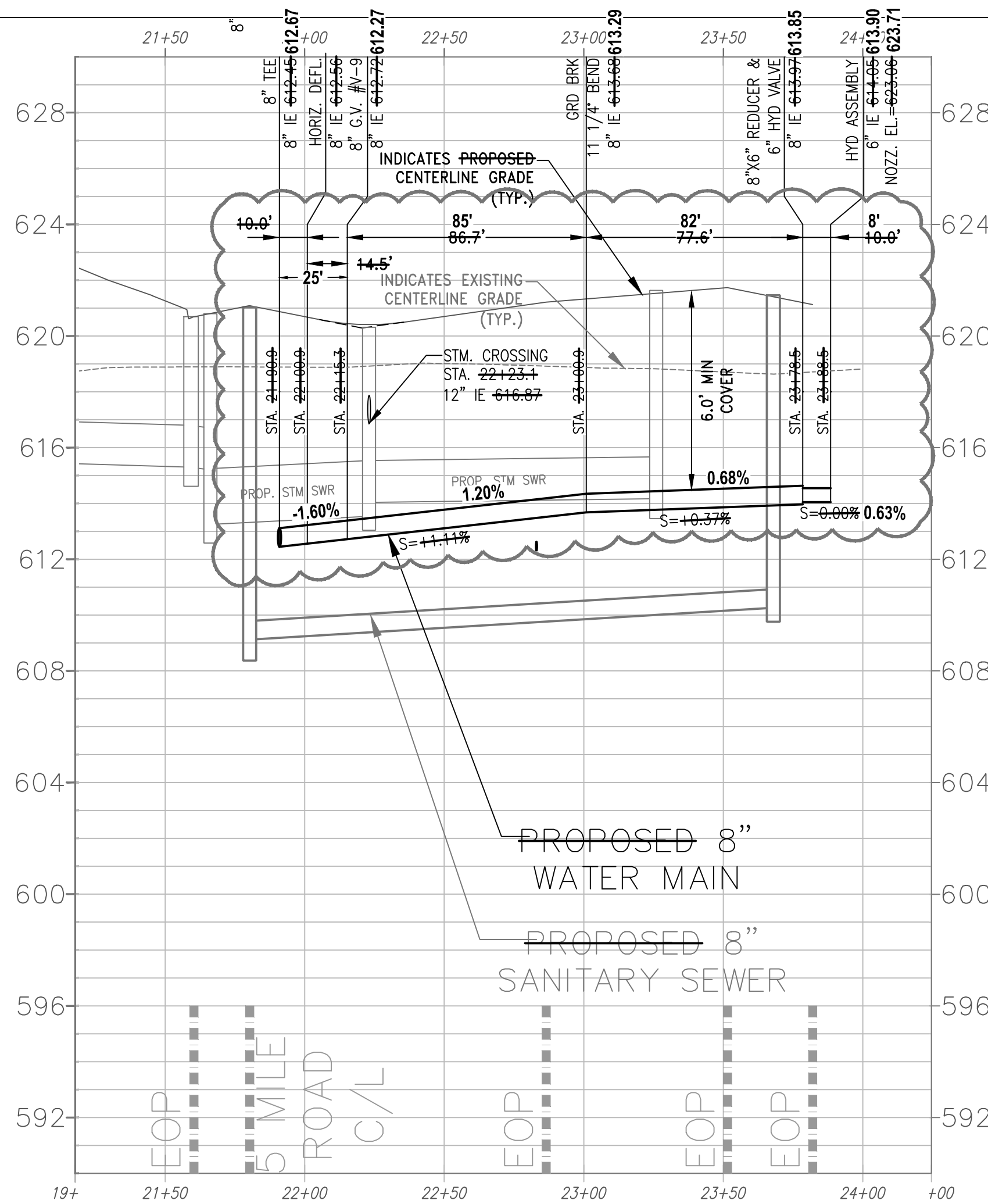
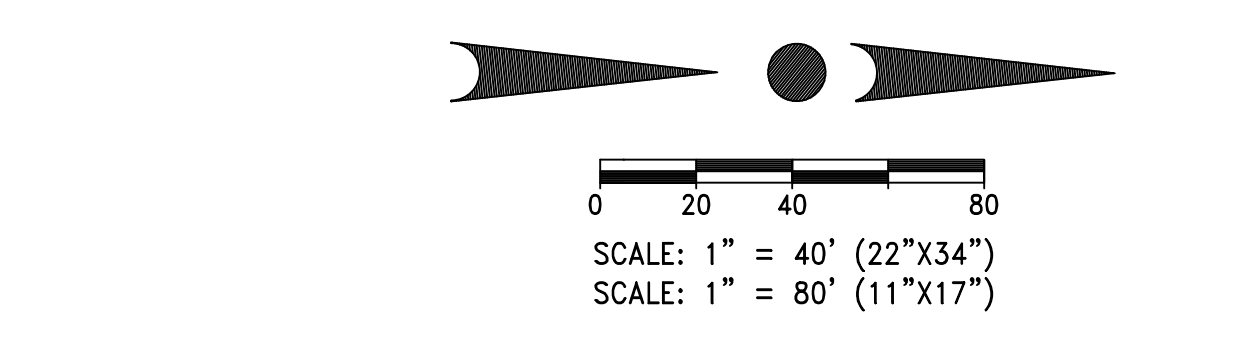
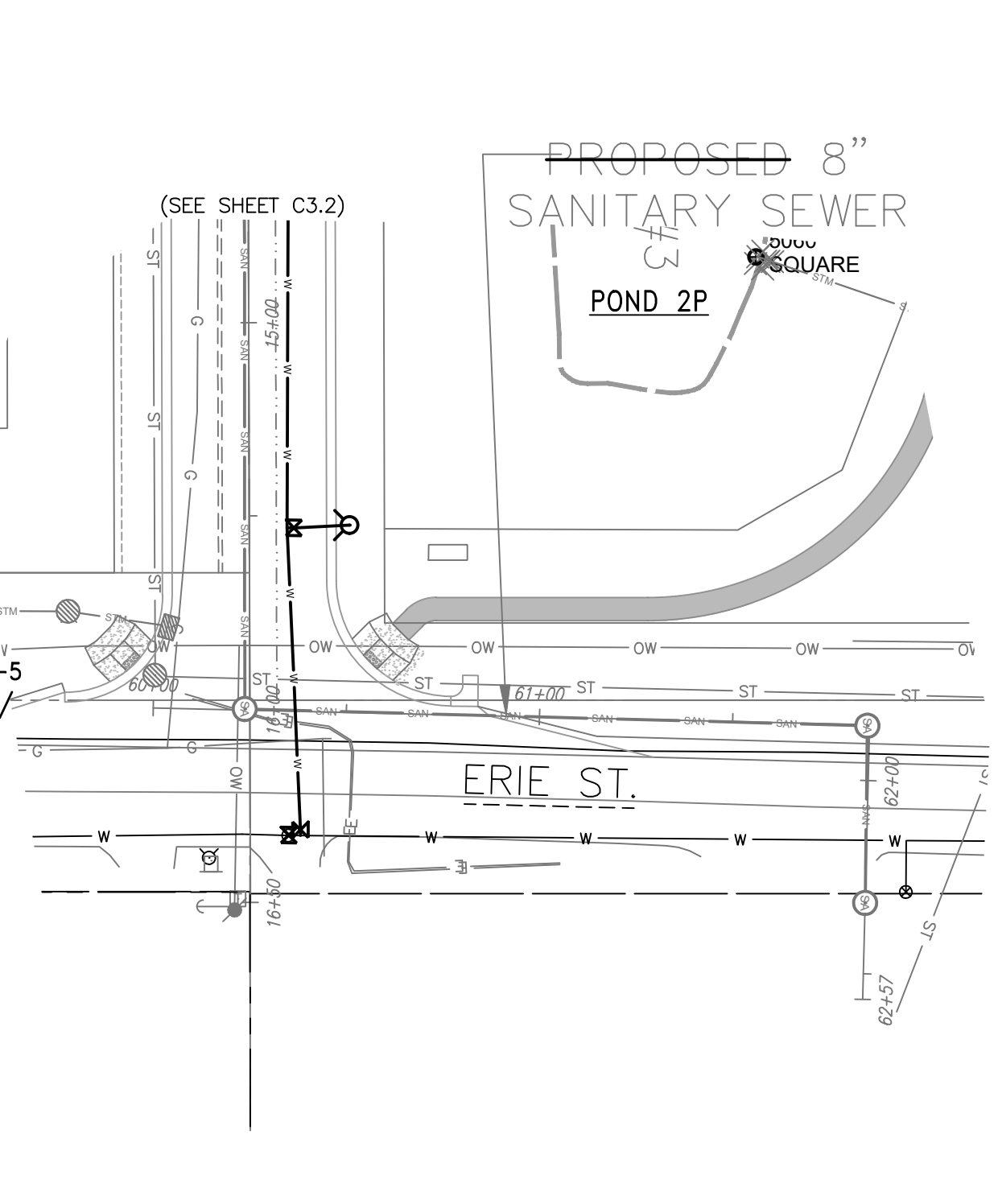


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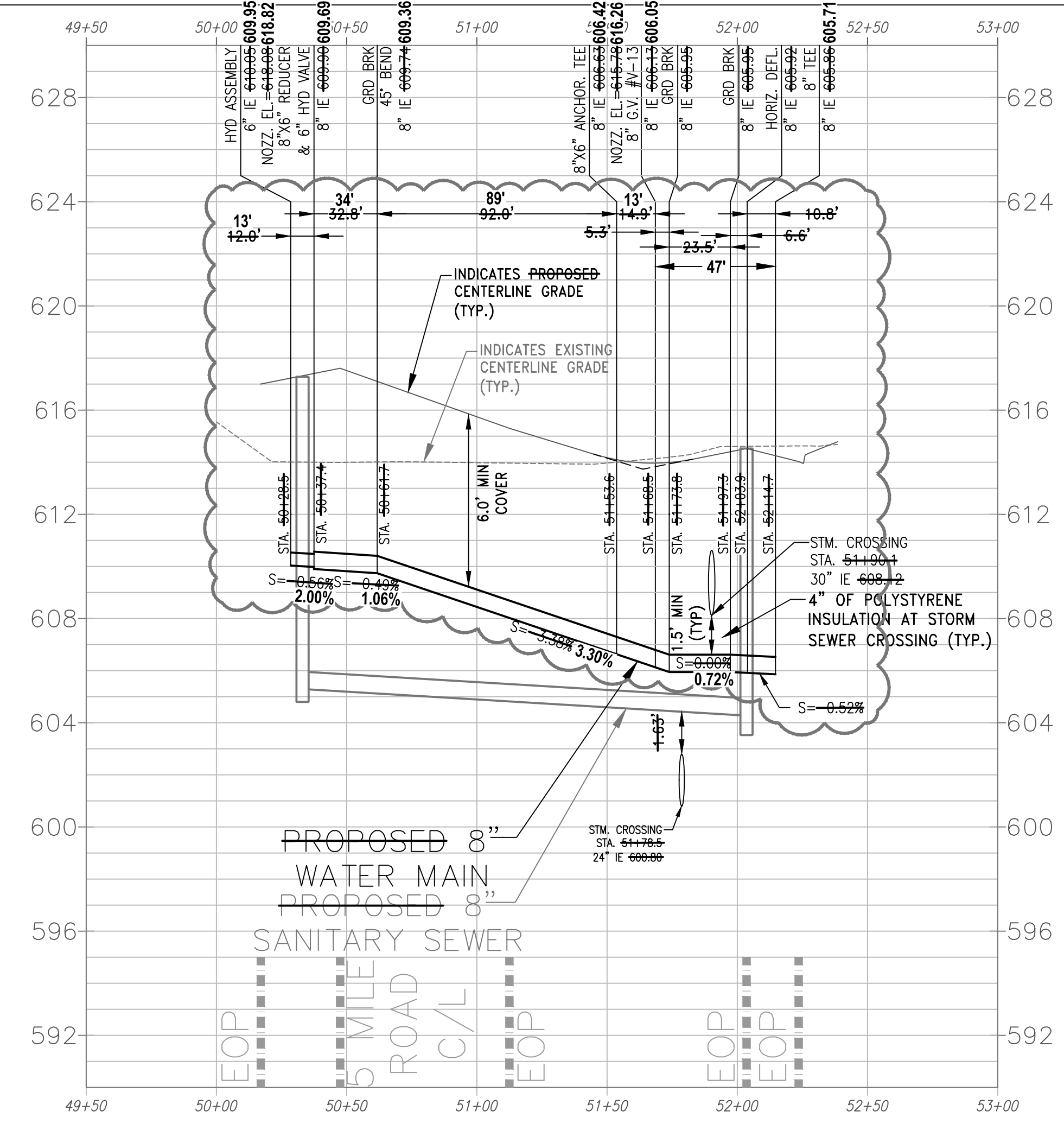
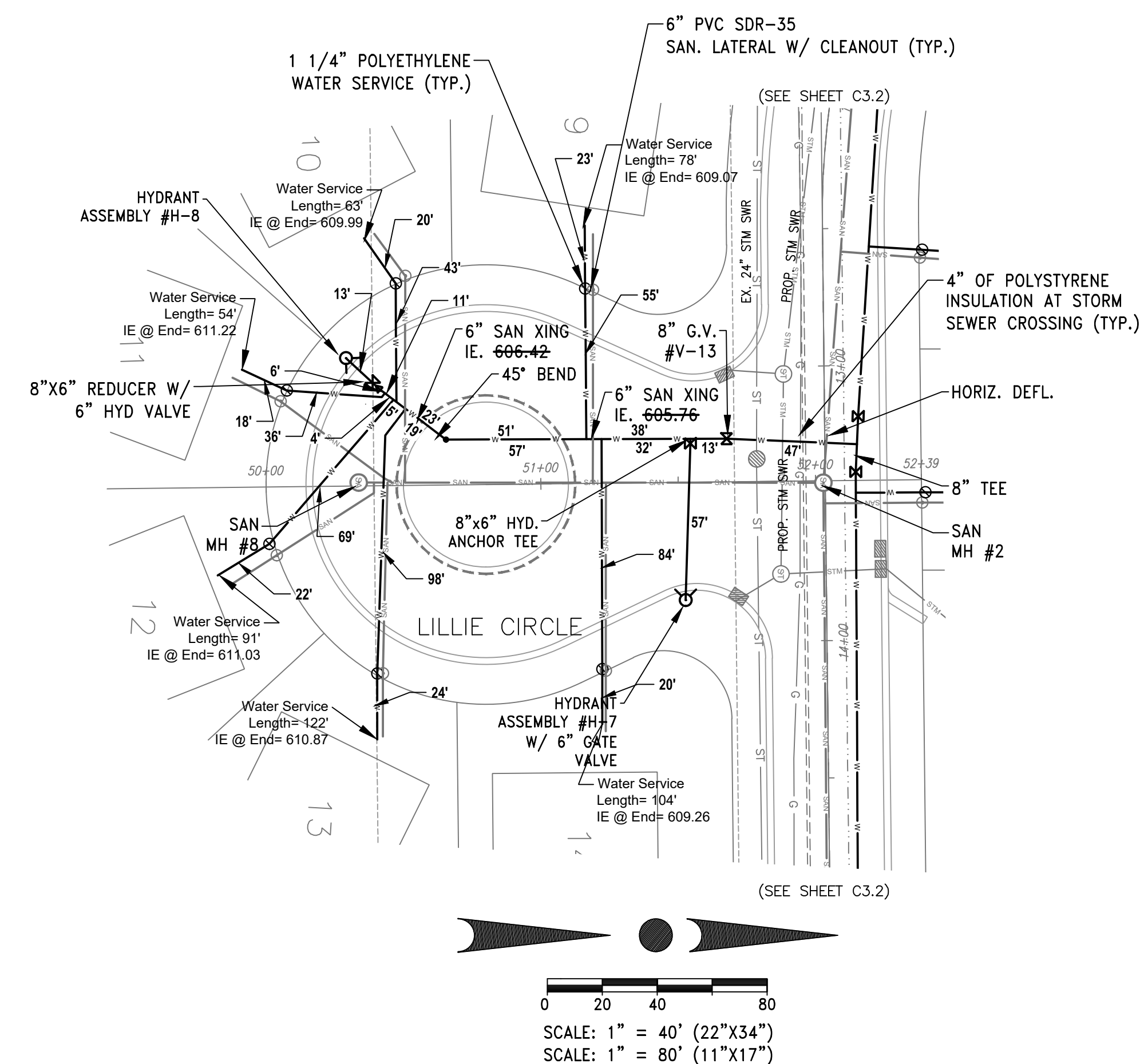
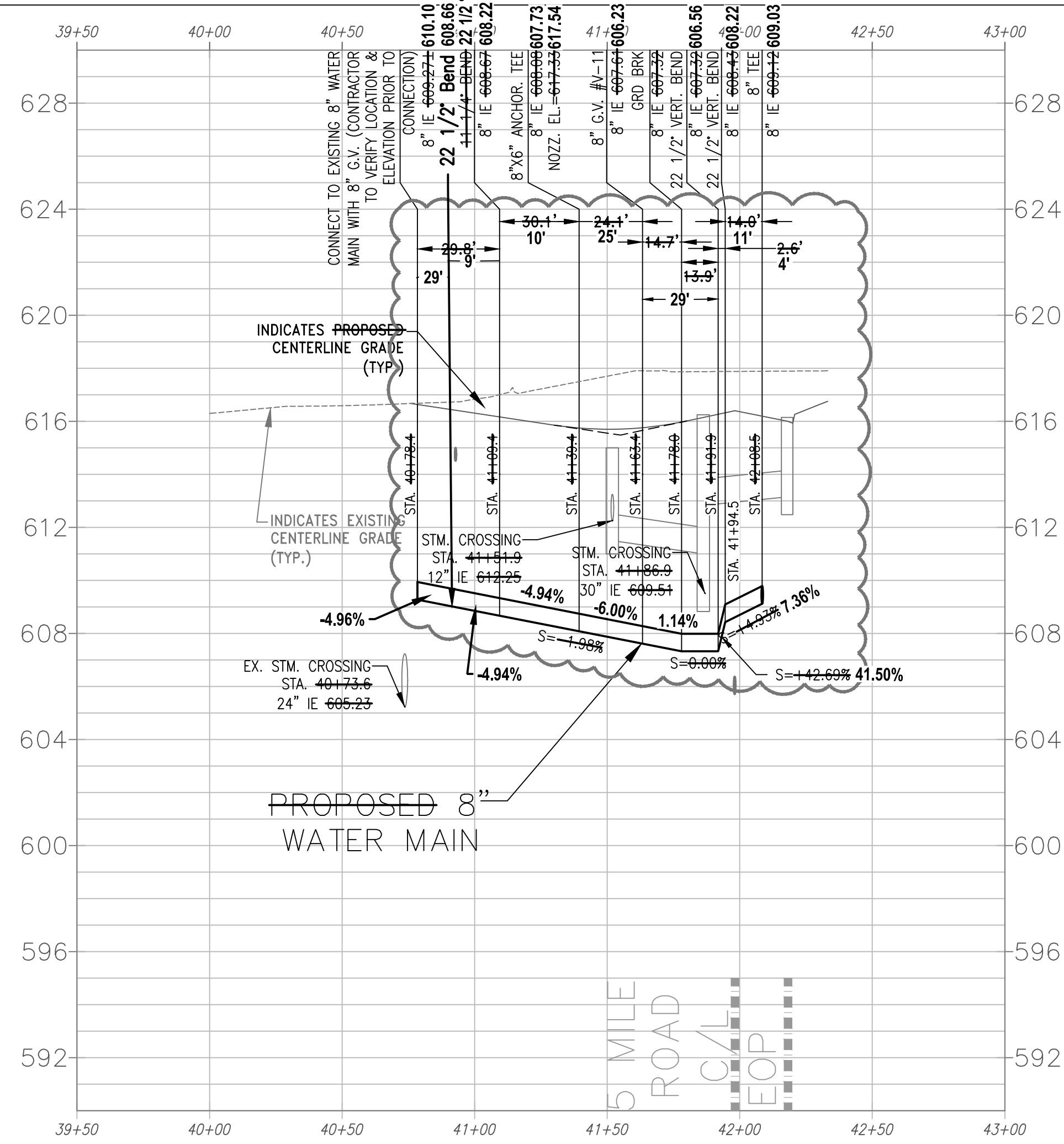
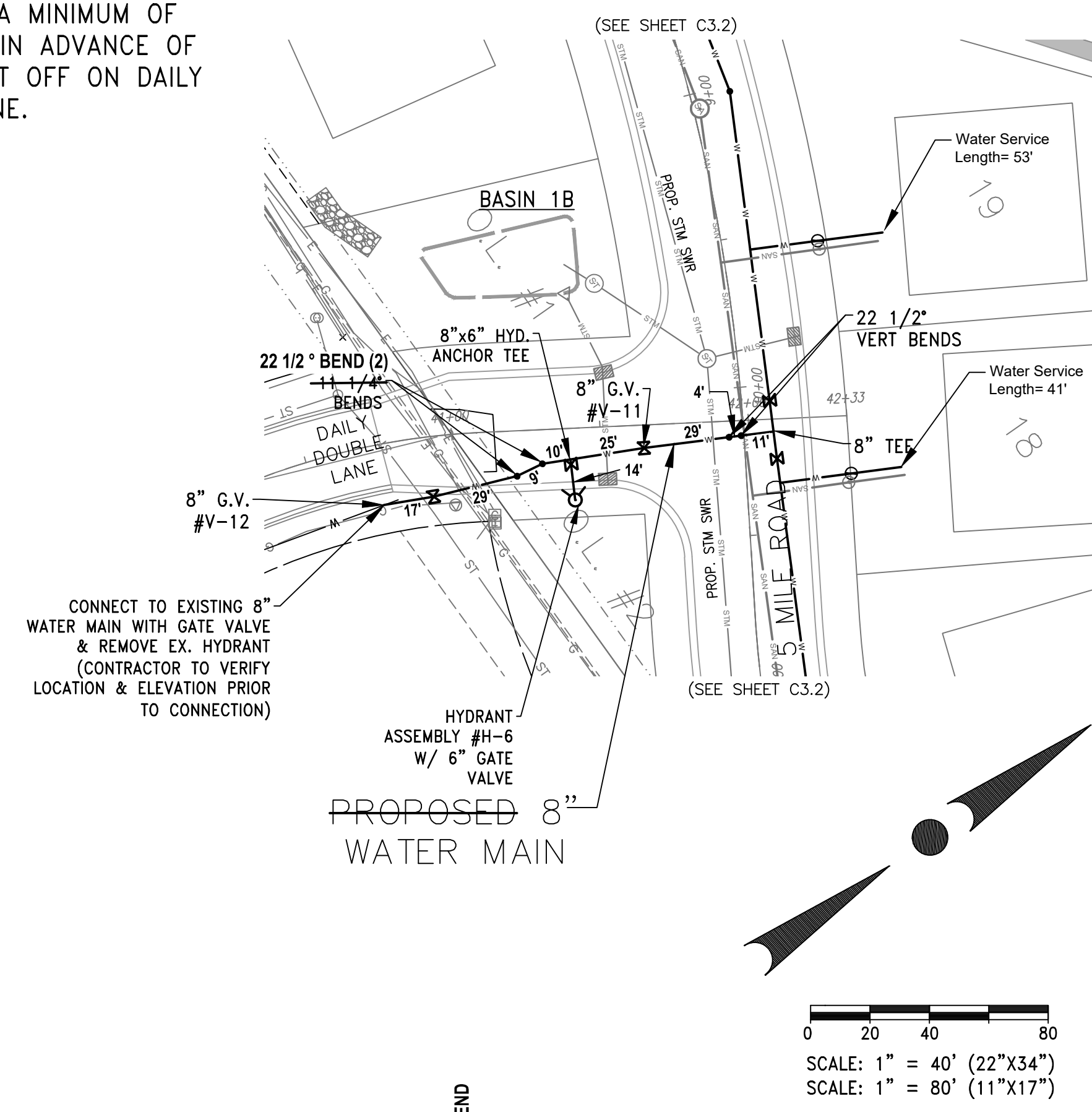
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**SANITARY SEWER AND
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NOTE:
CONTRACTOR SHALL NOTIFY
RESIDENTS A MINIMUM OF
48-HOURS IN ADVANCE OF
WATER SHUT OFF ON DAILY
DOUBLE LANE.



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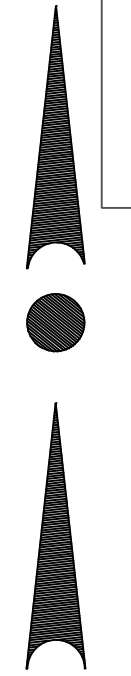
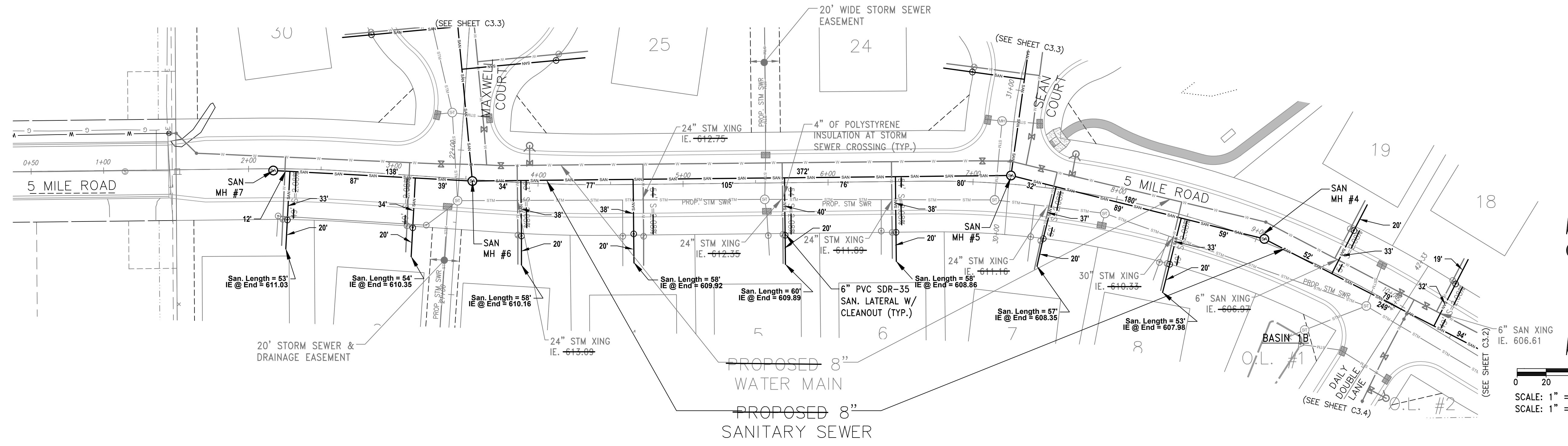
SANITARY SEWER AND
WATER MAIN PLAN &
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C3.4

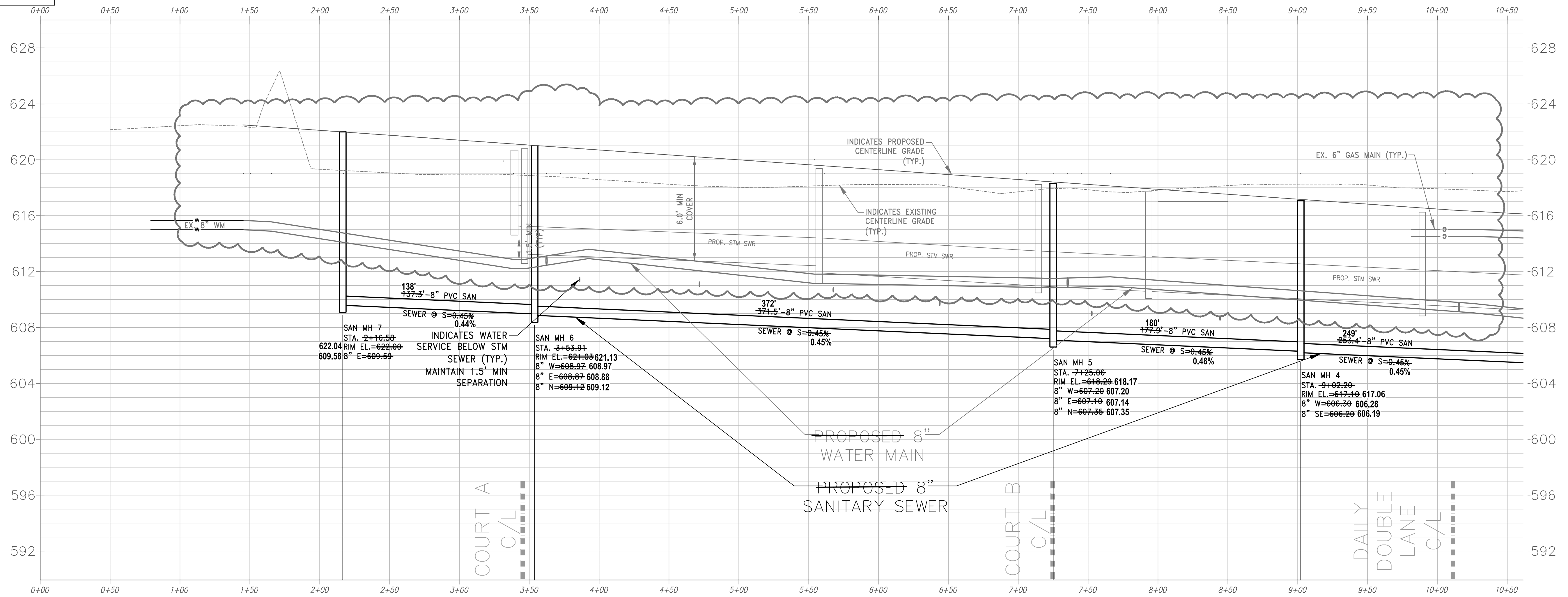
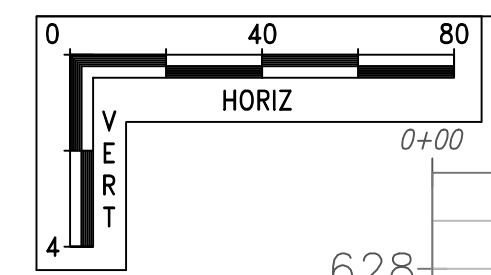
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SCALE: 1" = 80' (11"x17")

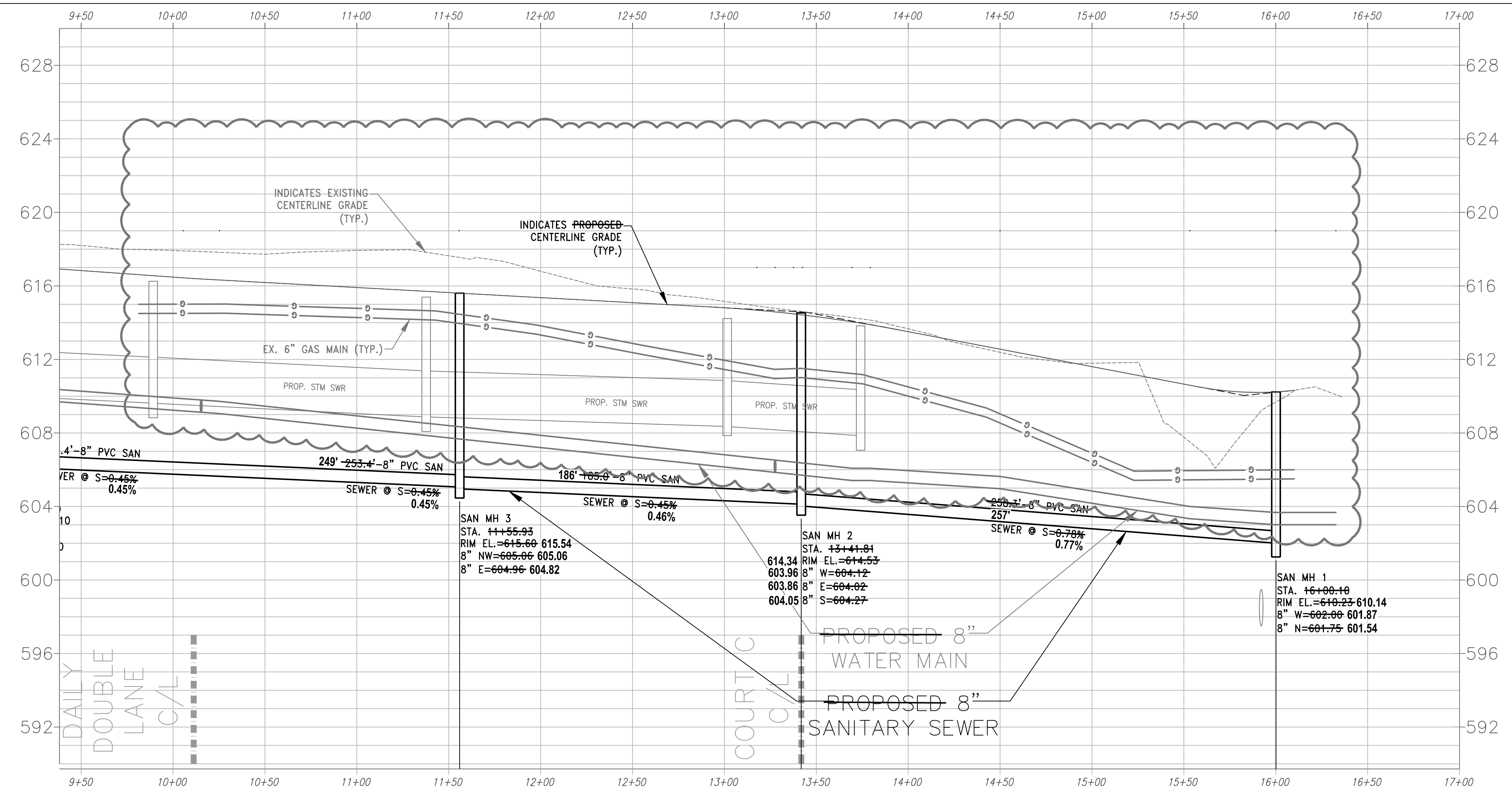
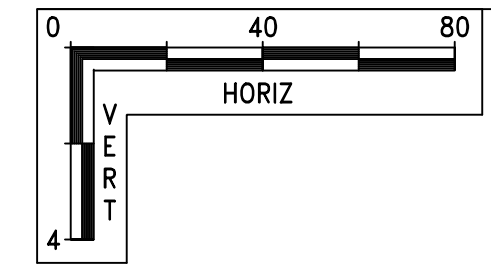
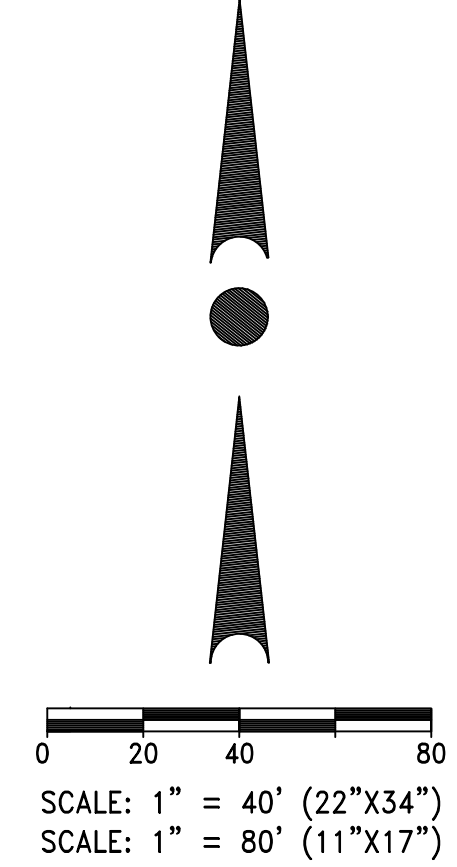
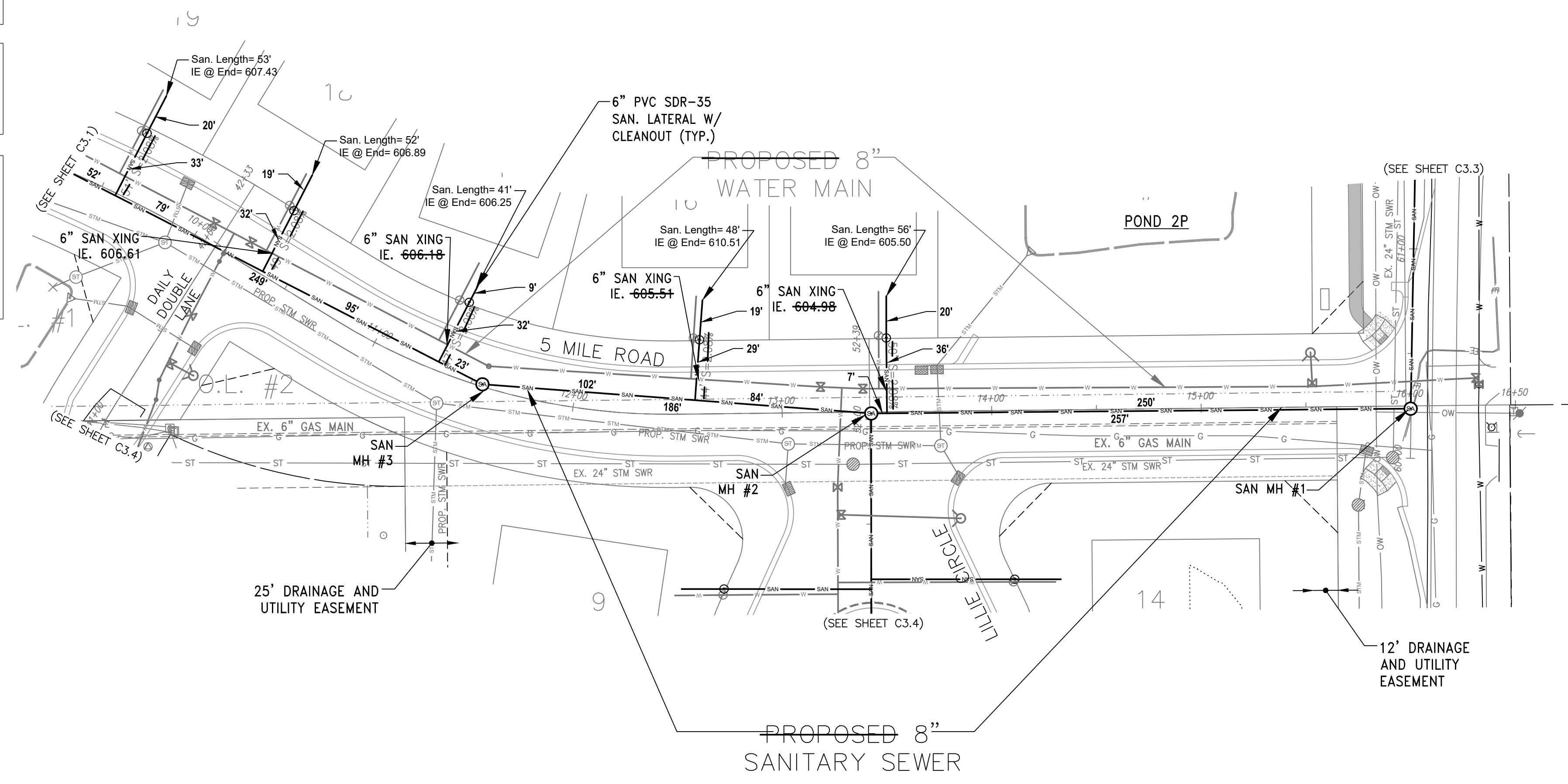


SANITARY SEWER AND
WATER MAIN PLAN &
PROFILE

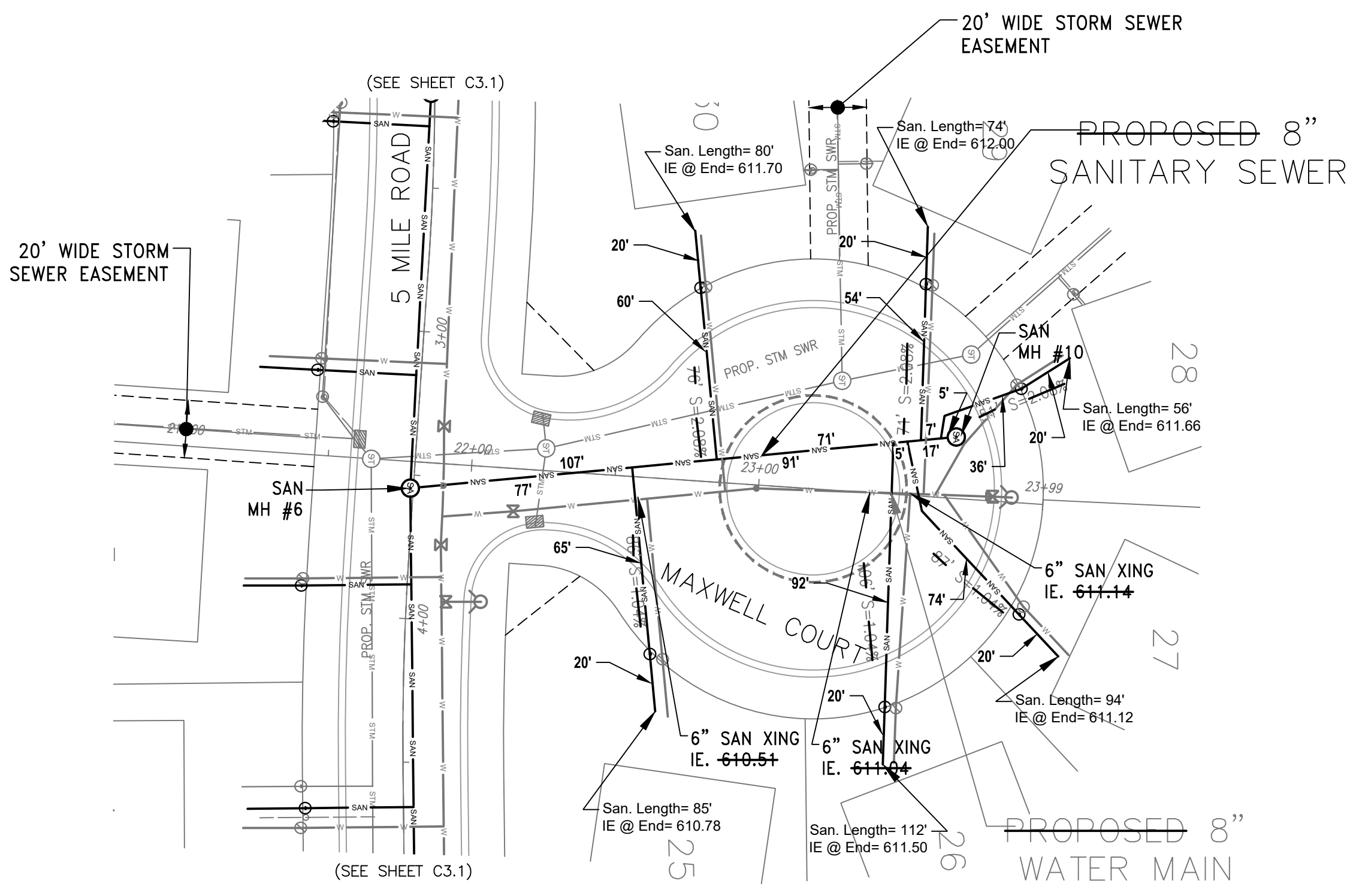
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SANITARY SEWER AND
WATER MAIN PLAN &
PROFILE



20' WIDE STORM SEWER EASEMENT

(SEE SHEET C3.1)

5 MILE ROAD

MAXWELL COURT

PROPOSED 8" SANITARY SEWER

PROPOSED 8" WATER MAIN

San. Length= 80' IE @ End= 611.70

San. Length= 74' IE @ End= 612.00

San. Length= 56' IE @ End= 611.66

San. Length= 94' IE @ End= 611.12

San. Length= 85' IE @ End= 610.78

San. Length= 112' IE @ End= 611.50

6" SAN XING IE. 611.44

6" SAN XING IE. 610.54

6" SAN XING IE. 611.64

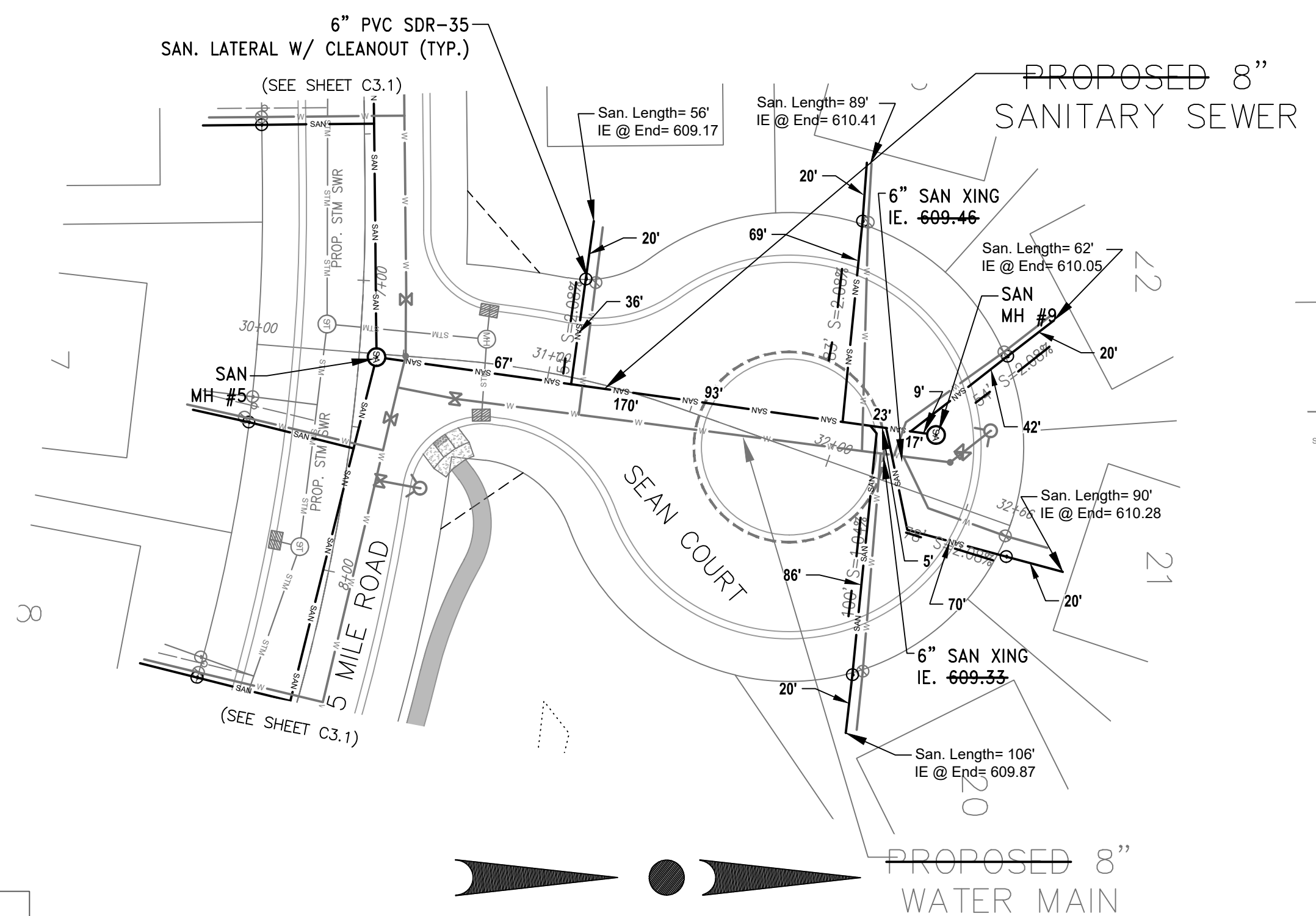
20' WIDE STORM SEWER EASEMENT

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SCALE: 1" = 80' (11"x17")

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TRIO ENGINEERING



6" PVC SDR-35 SAN. LATERAL W/ CLEANOUT (TYP.)

(SEE SHEET C3.1)

5 MILE ROAD

SEAN COURT

PROPOSED 8" SANITARY SEWER

PROPOSED 8" WATER MAIN

San. Length= 56' IE @ End= 609.17

San. Length= 89' IE @ End= 610.41

San. Length= 62' IE @ End= 610.05

San. Length= 90' IE @ End= 610.28

San. Length= 106' IE @ End= 609.87

6" SAN XING IE. 609.46

6" SAN XING IE. 609.33

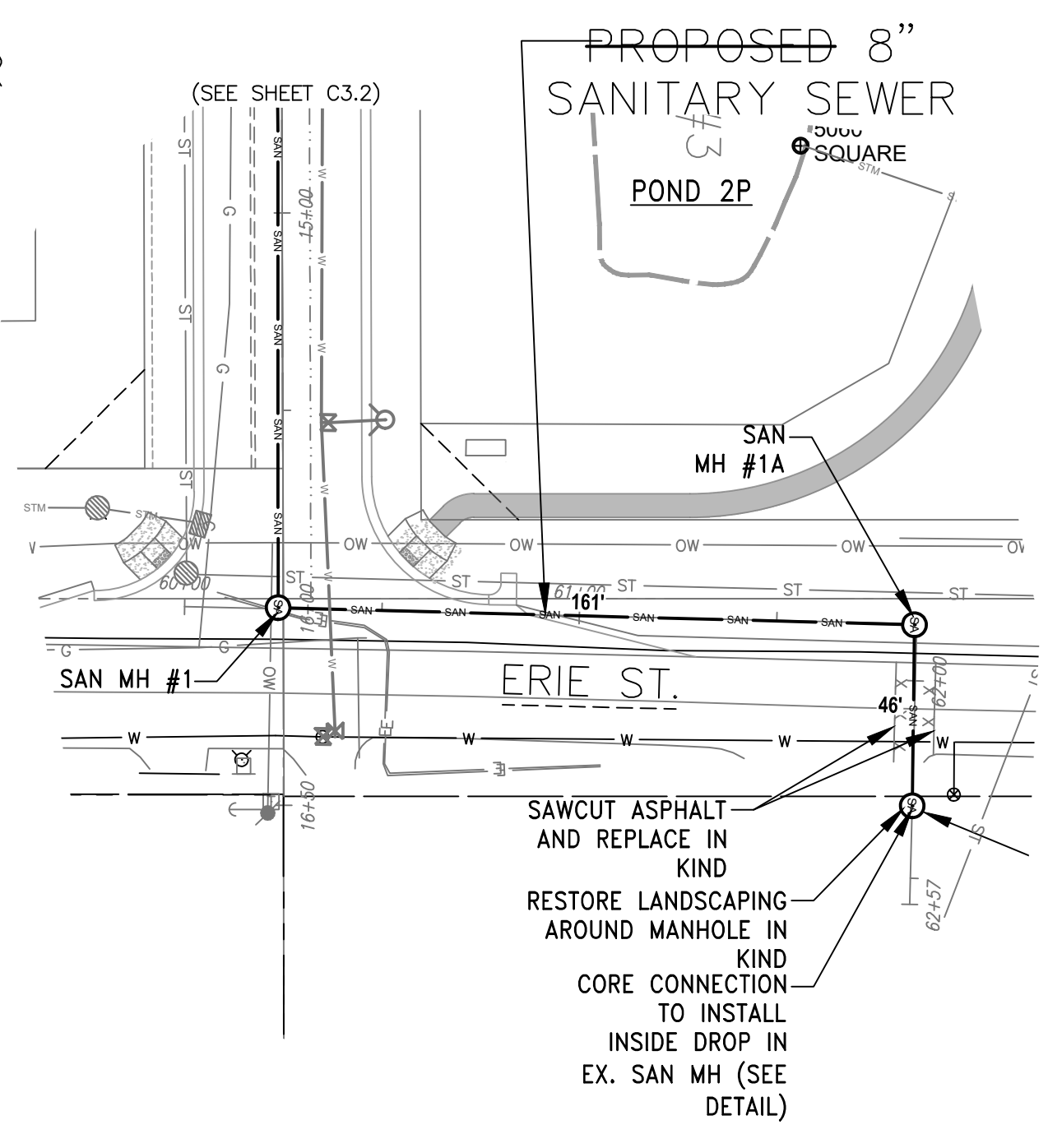
6" SAN XING IE. 609.57

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FEBRUARY 2024 - RJL/MHY

Foth



PROPOSED 8" SANITARY SEWER

POND 2P

SAN MH #1A

ERIE ST.

SAN MH #1

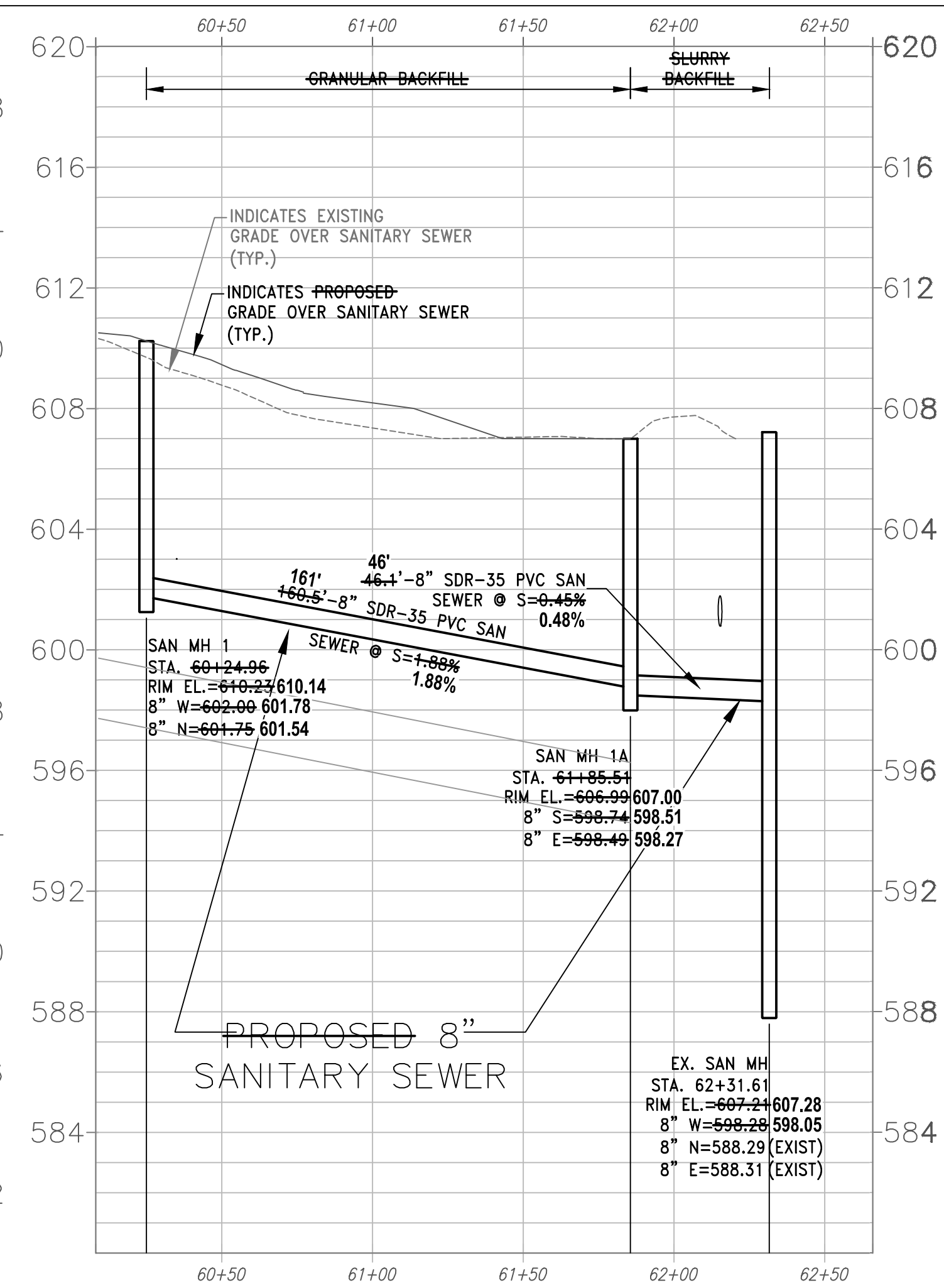
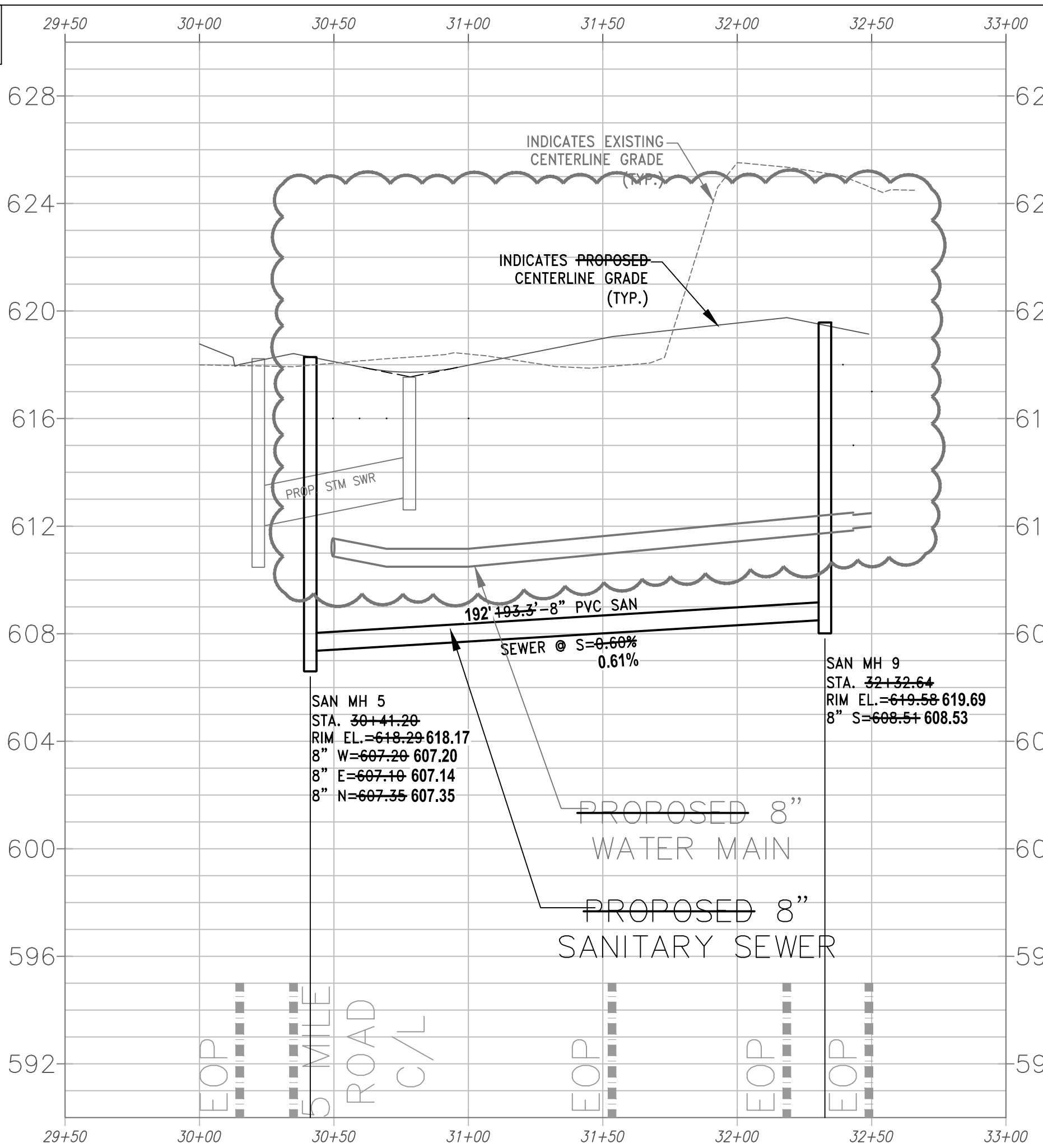
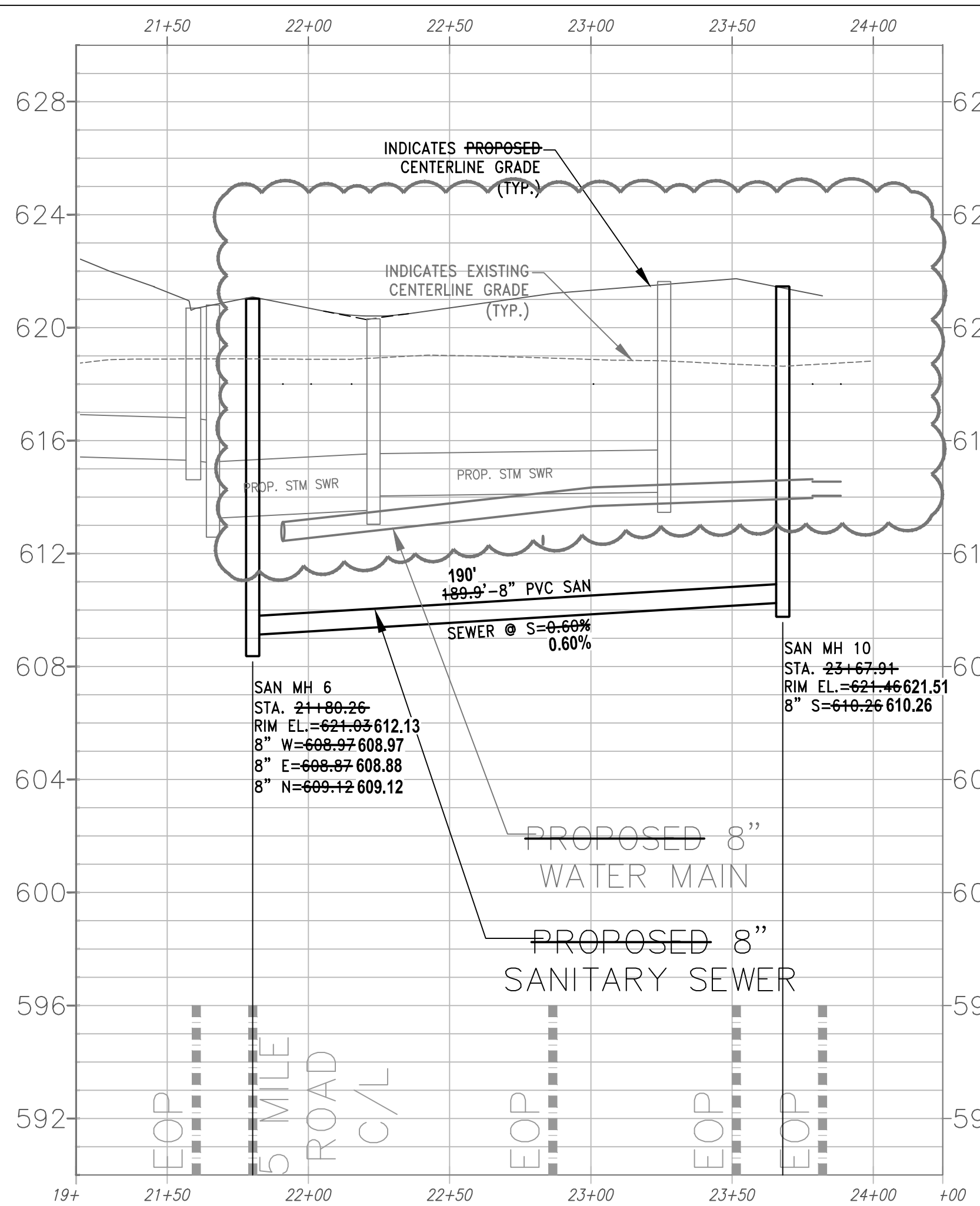
SAWCUT ASPHALT AND REPLACE IN KIND

RESTORE LANDSCAPING AROUND MANHOLE IN KIND

CORE CONNECTION TO INSTALL INSIDE DROP IN EX. SAN MH (SEE DETAIL)

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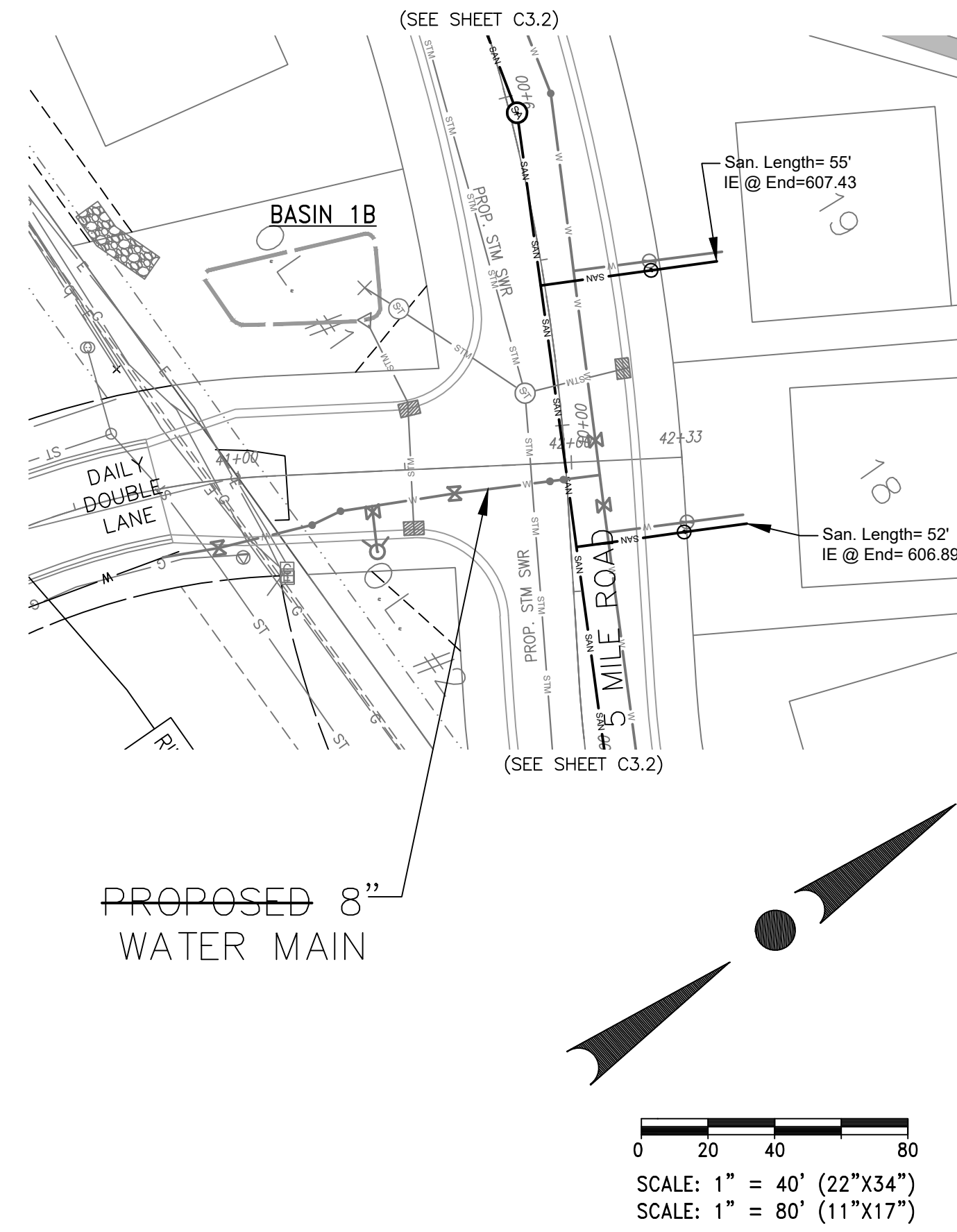
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SANITARY SEWER AND WATER MAIN PLAN & PROFILE

C3.3

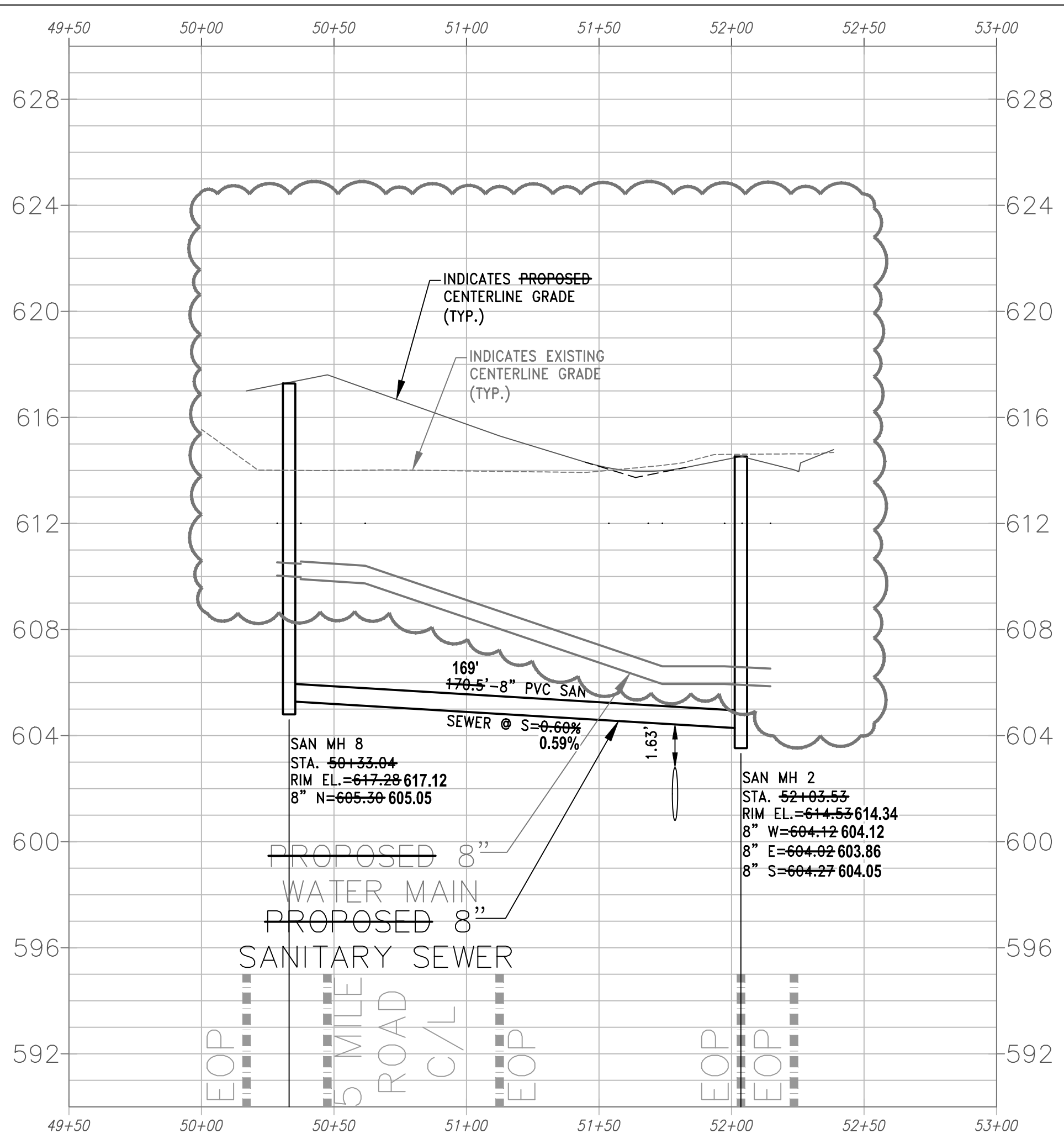
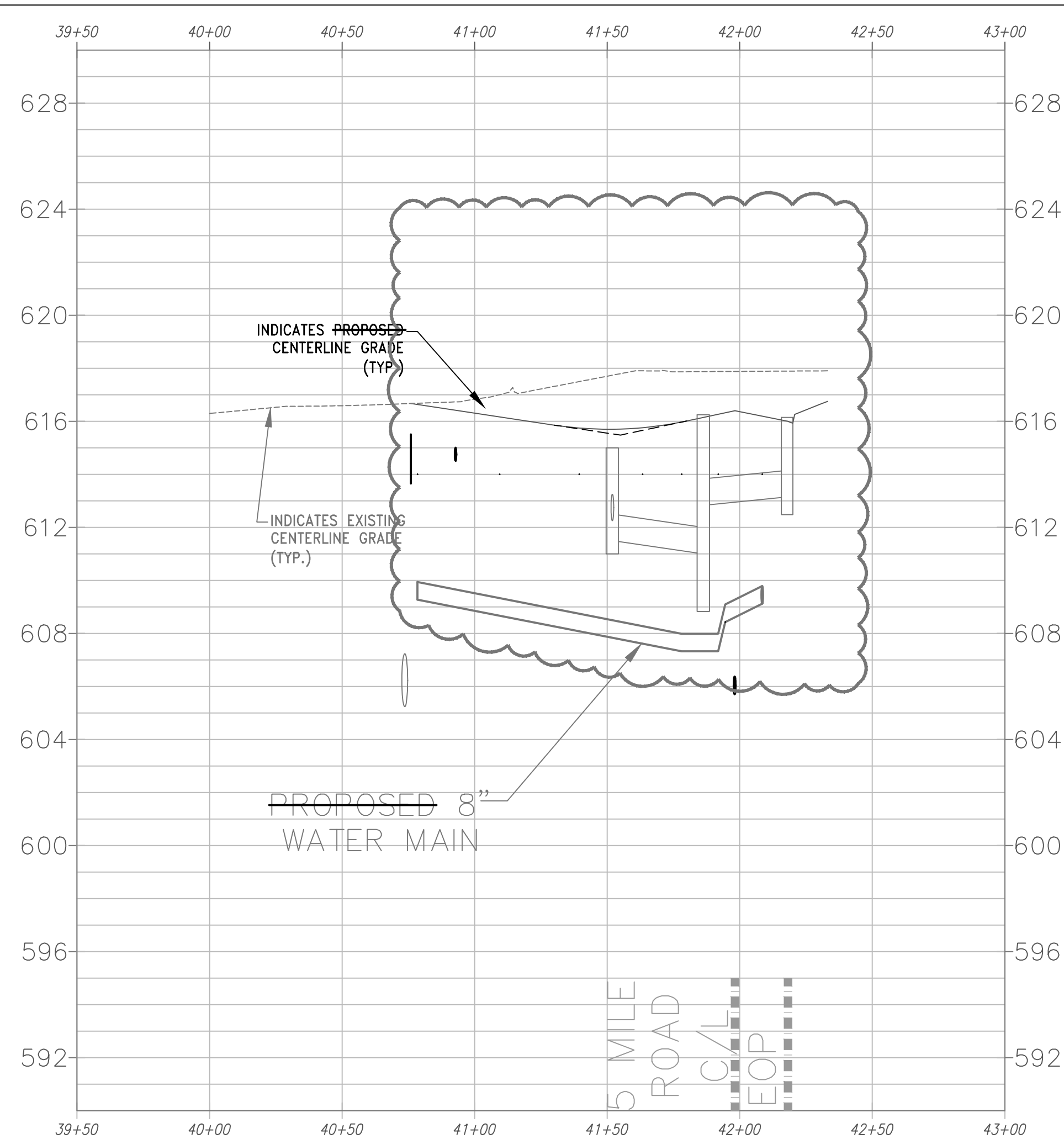
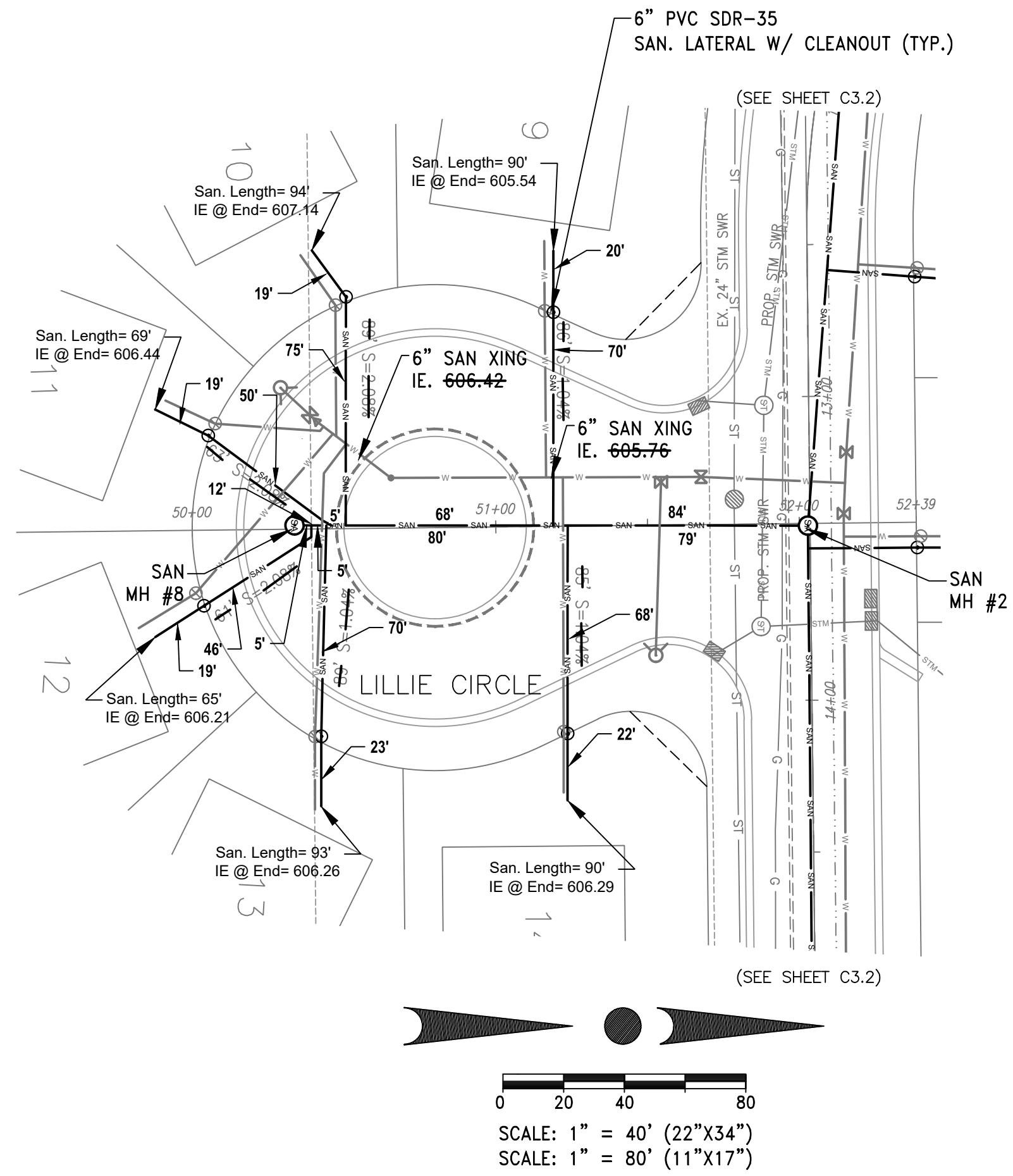
NOTE:
CONTRACTOR SHALL NOTIFY
RESIDENTS A MINIMUM OF
48-HOURS IN ADVANCE OF
WATER SHUT OFF ON DAILY
DOUBLE LANE.



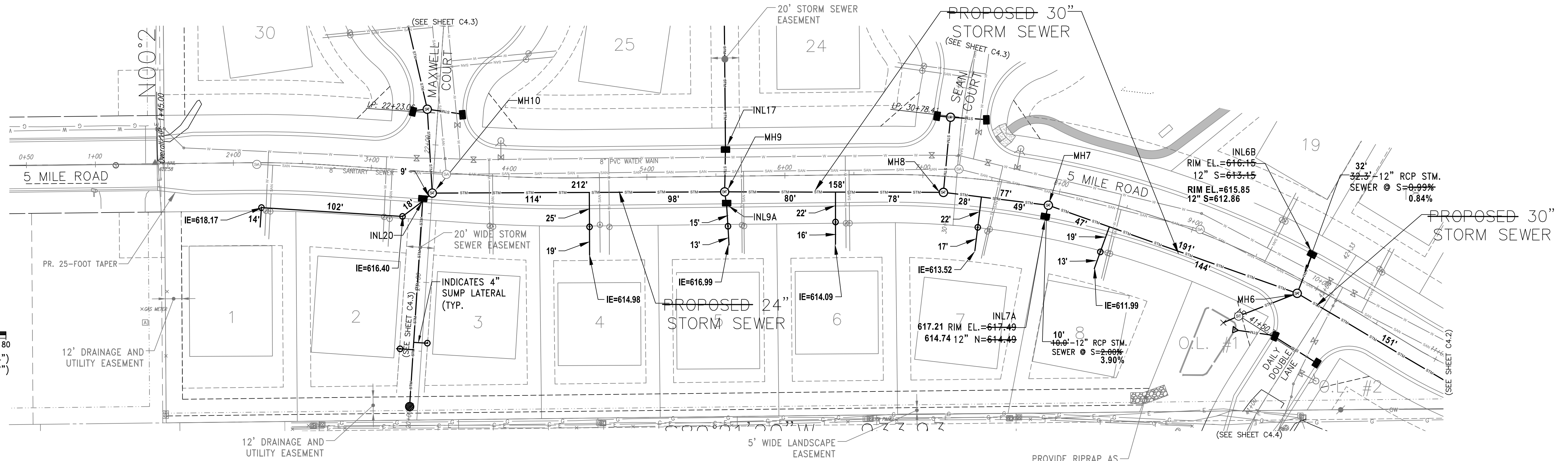
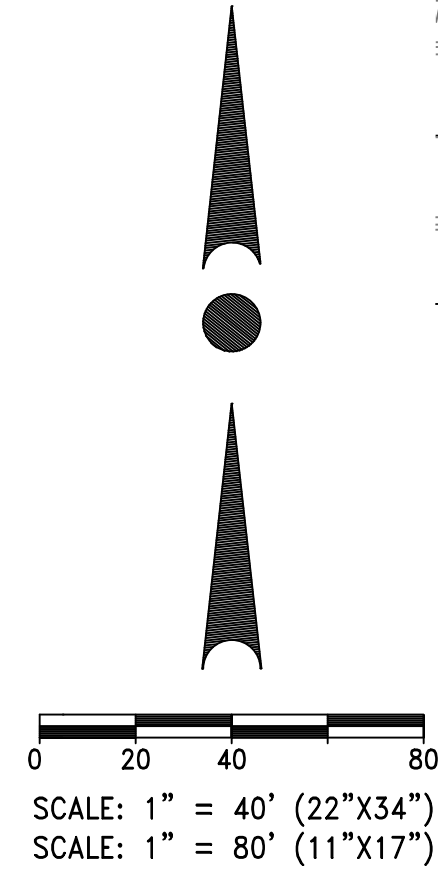
**INSTALLED BY D.F. TOMASINI
JUNE - NOVEMBER, 2023**

**DESIGNED BY
TRIO ENGINEERING**

**RECORD DRAWINGS BY:
FOTH INFRASTRUCTURE
FEBRUARY 2024 - RJL/MHY**



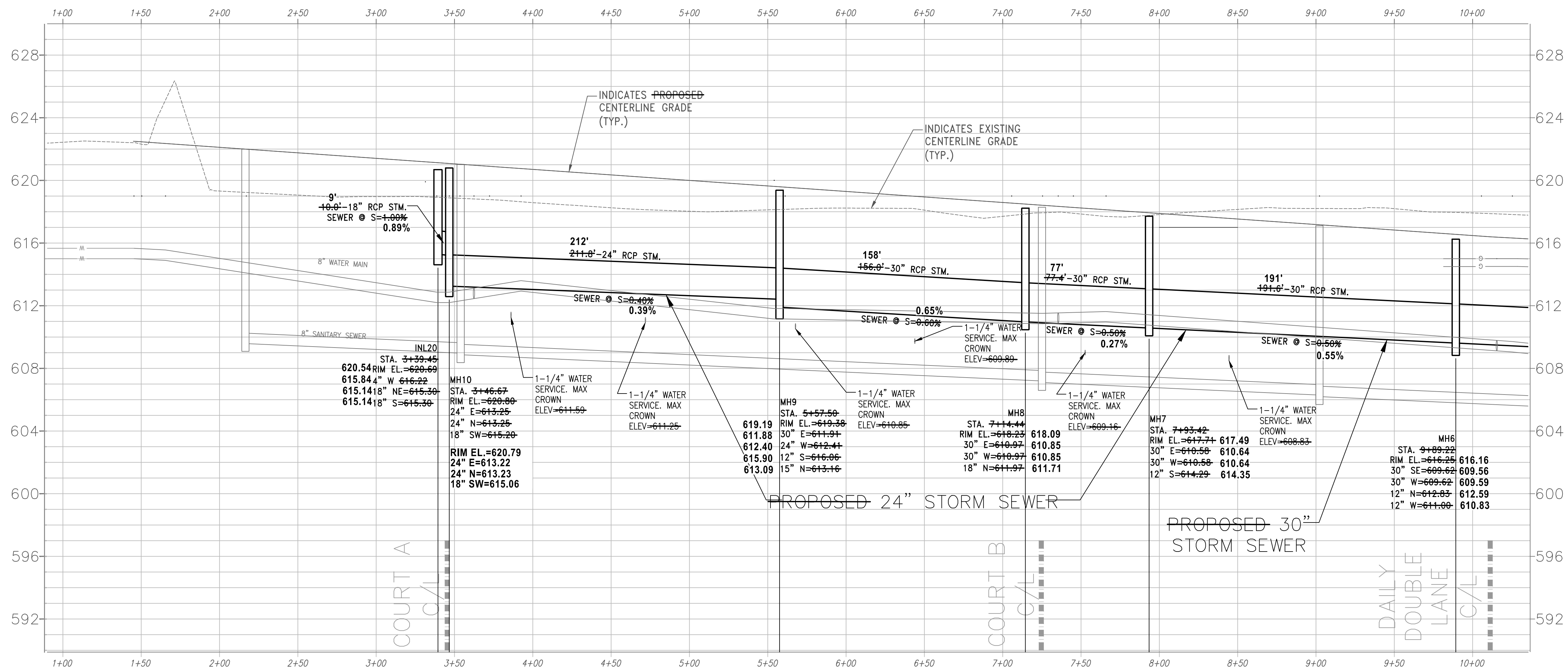
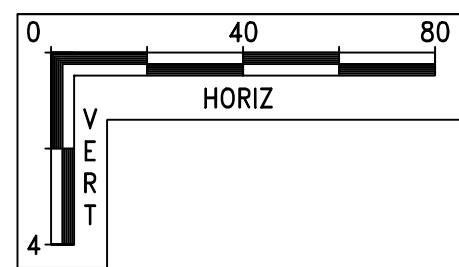
SANITARY SEWER AND
WATER MAIN PLAN &
PROFILE



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JUNE - NOVEMBER, 2023

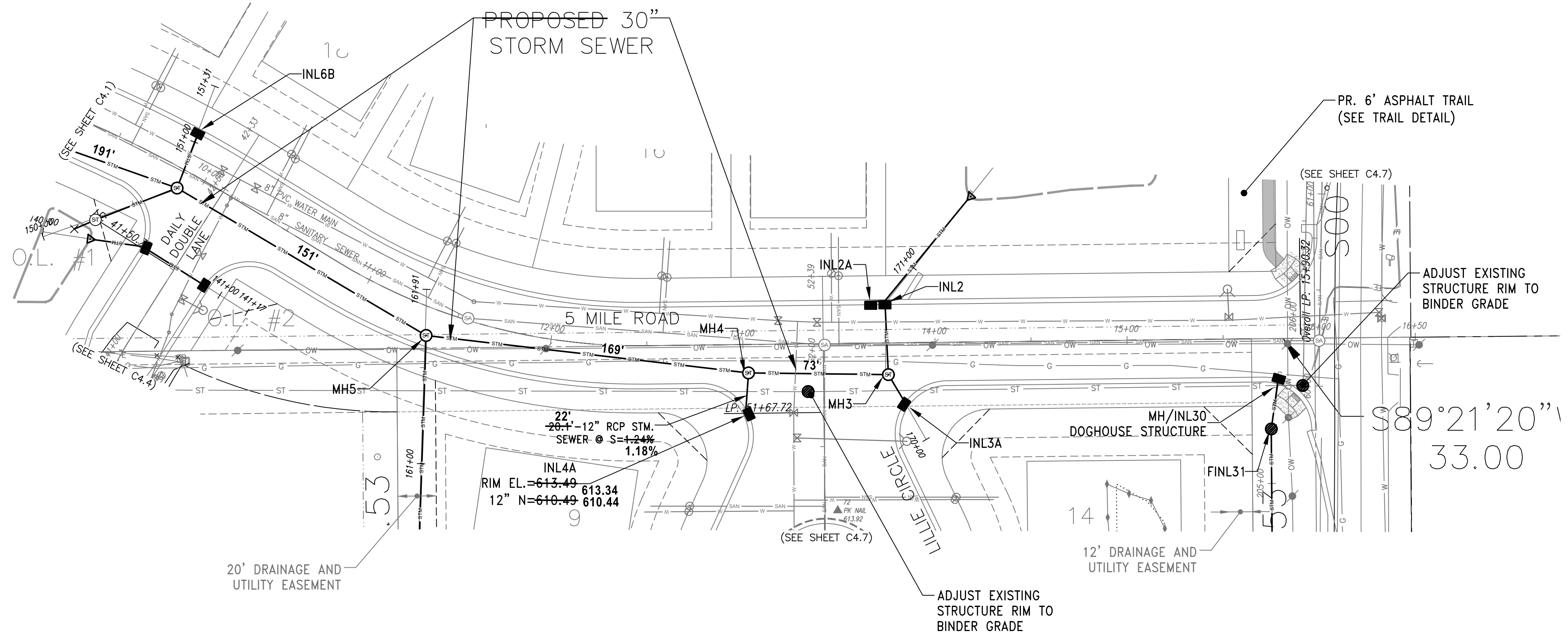
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ROADWAY AND
STORM SEWER
PLAN &
PROFILE


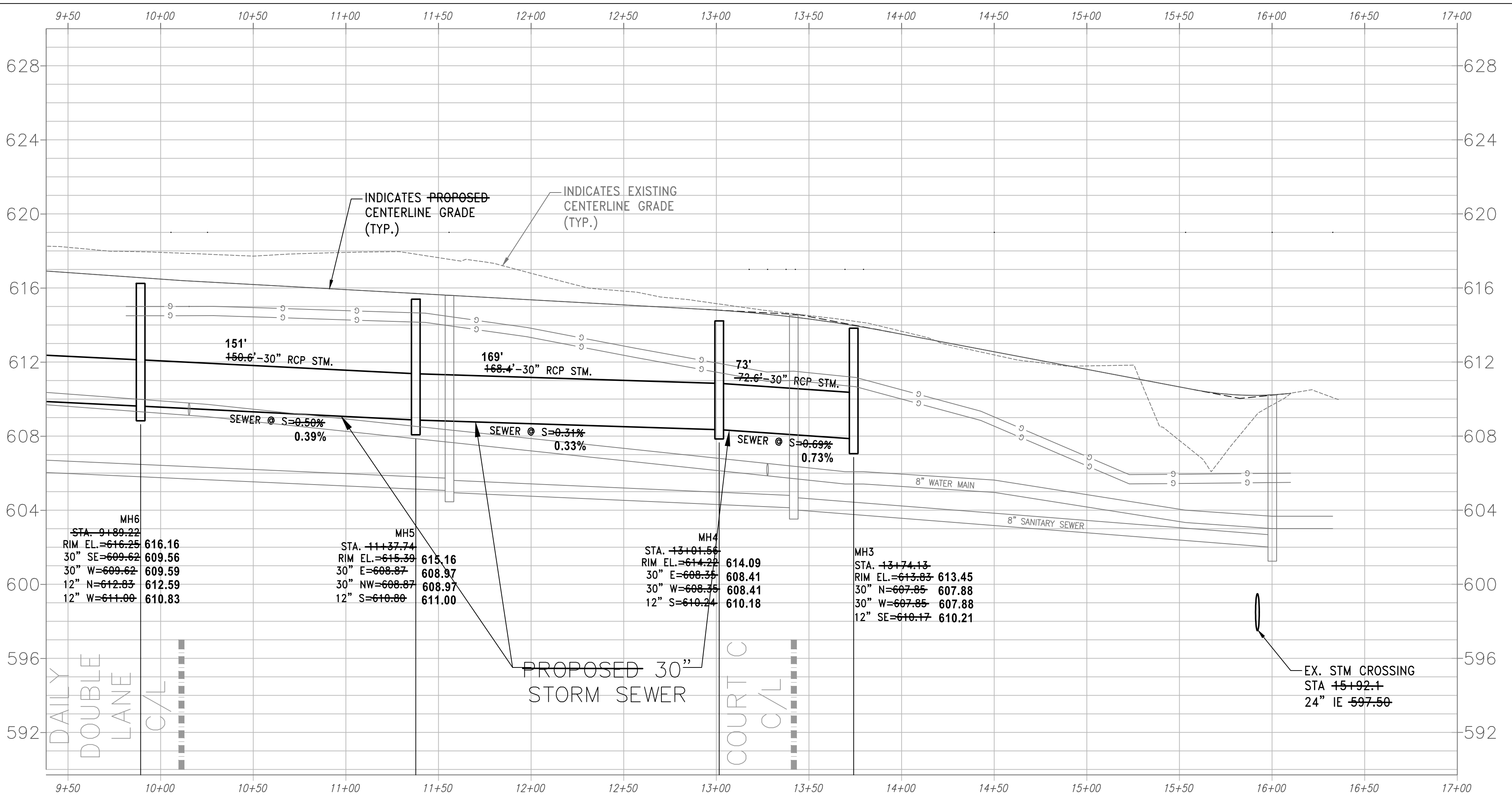
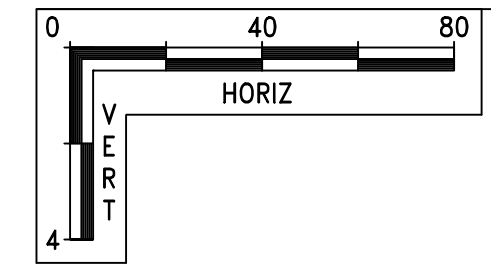
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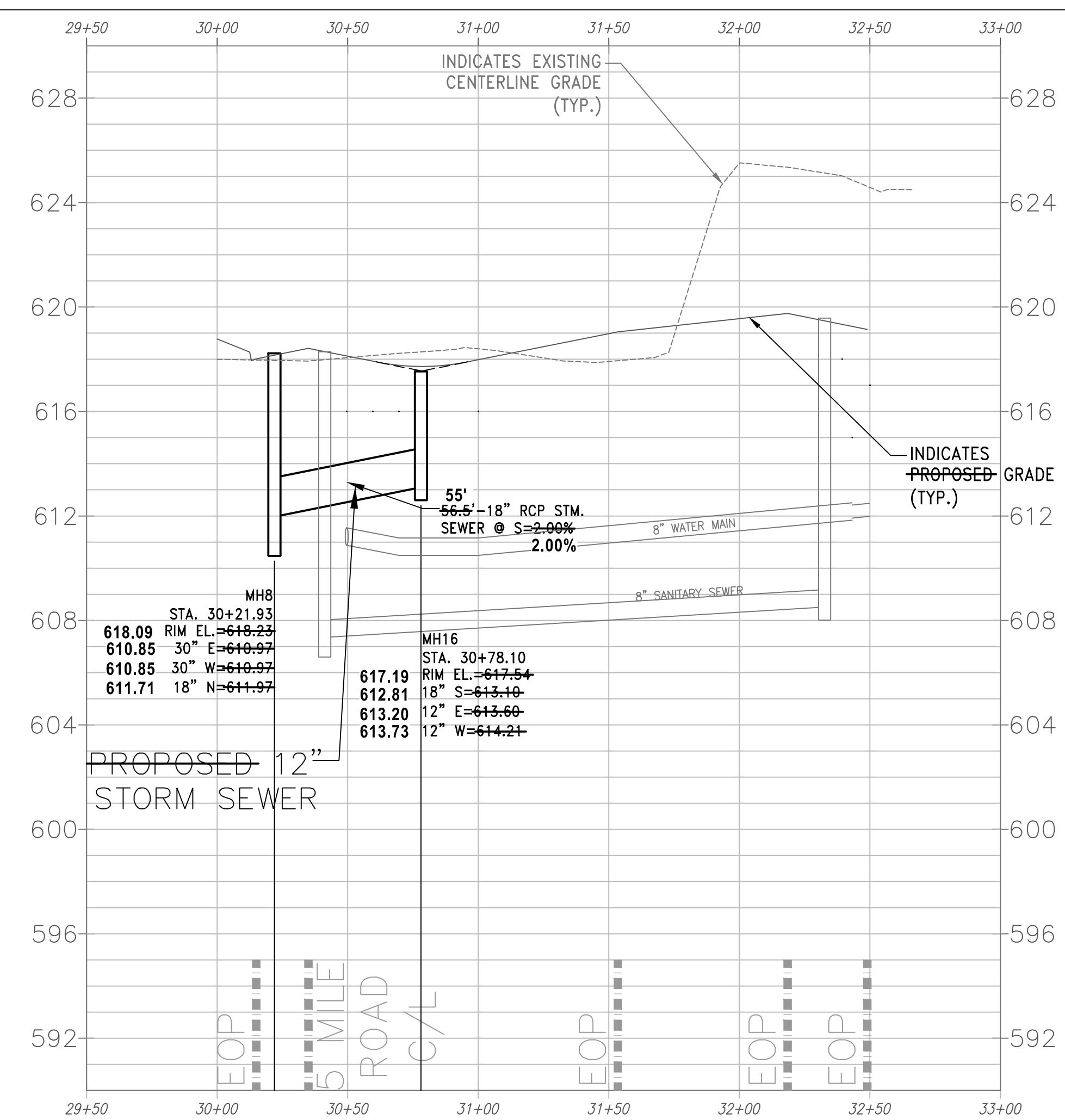
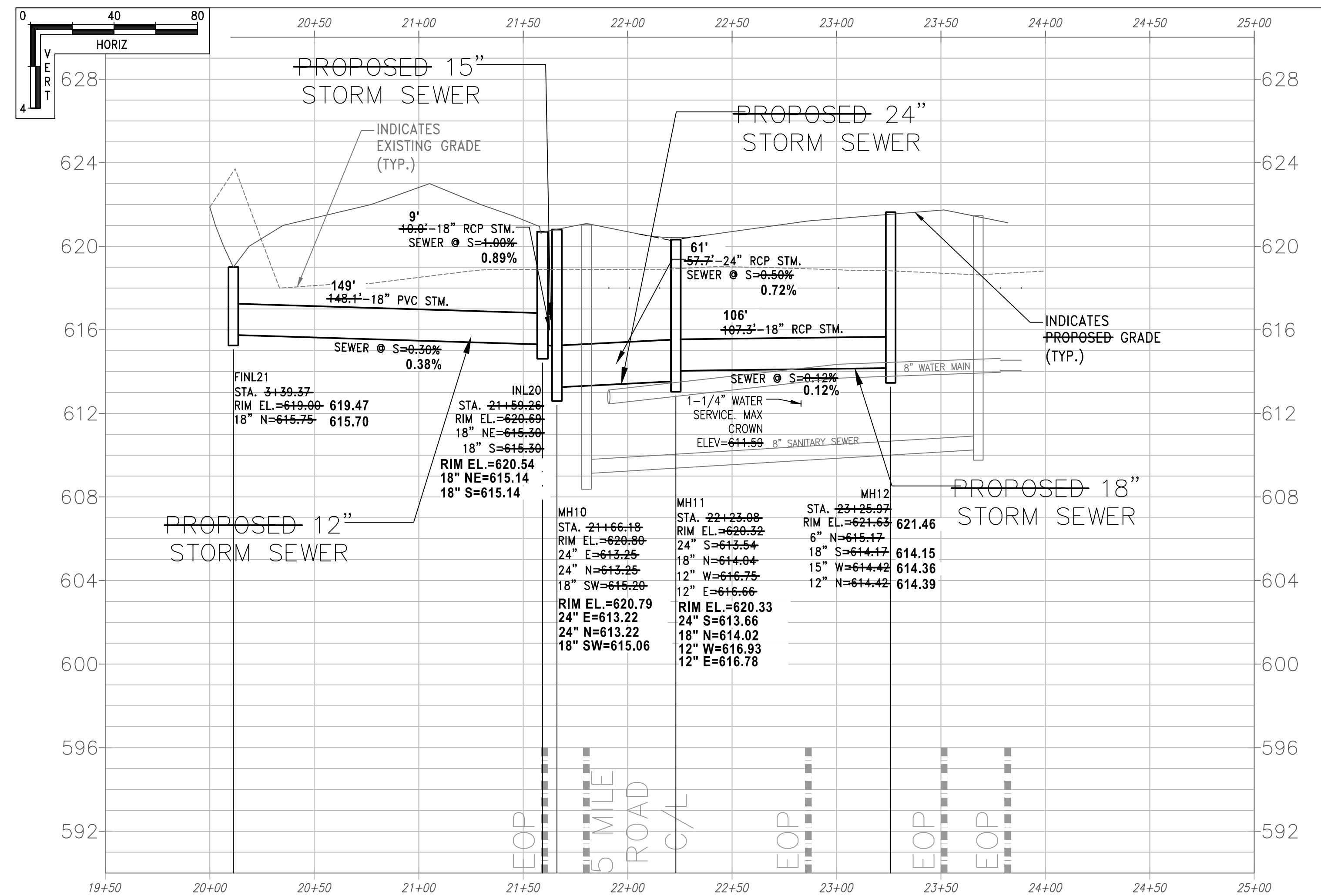
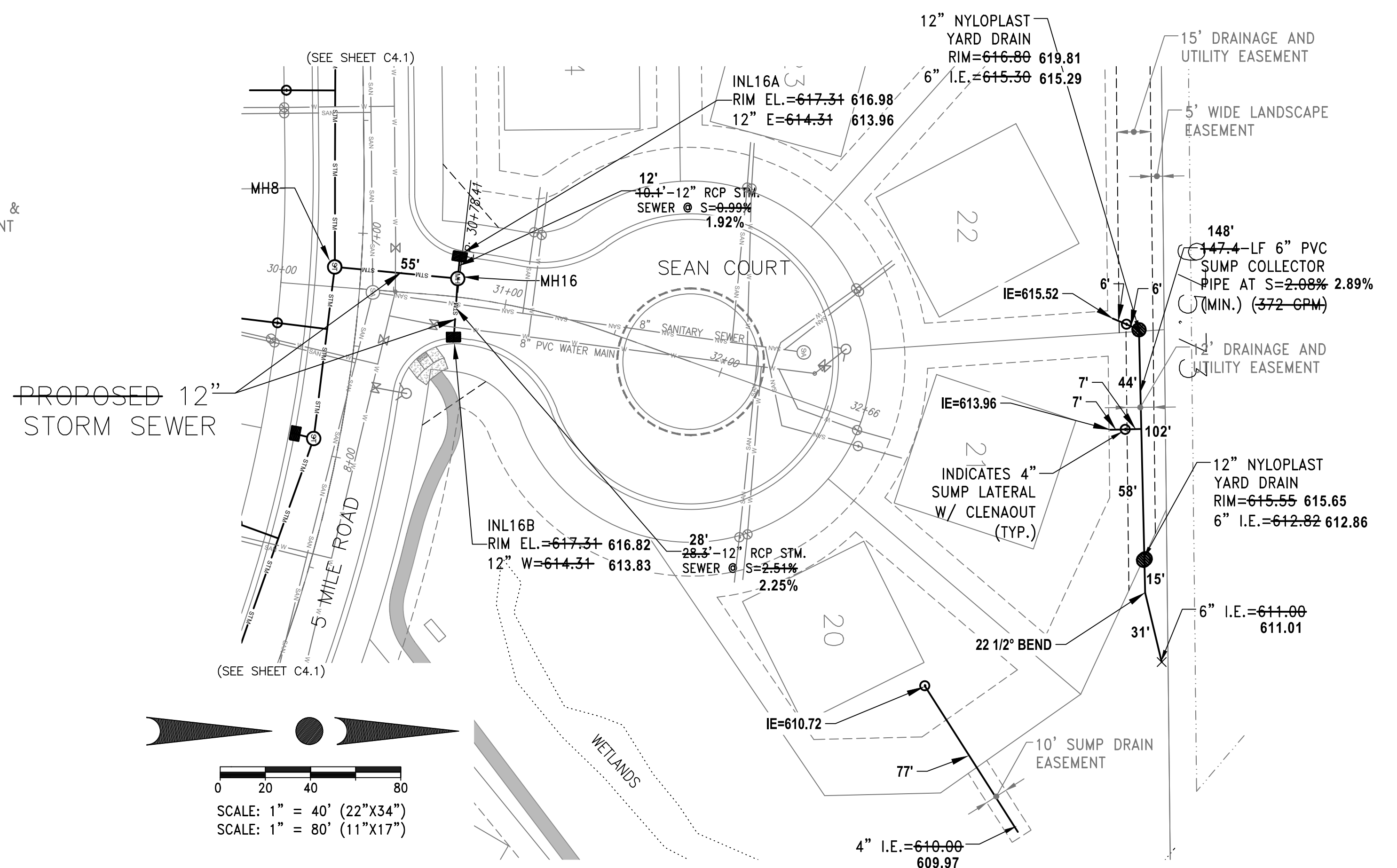
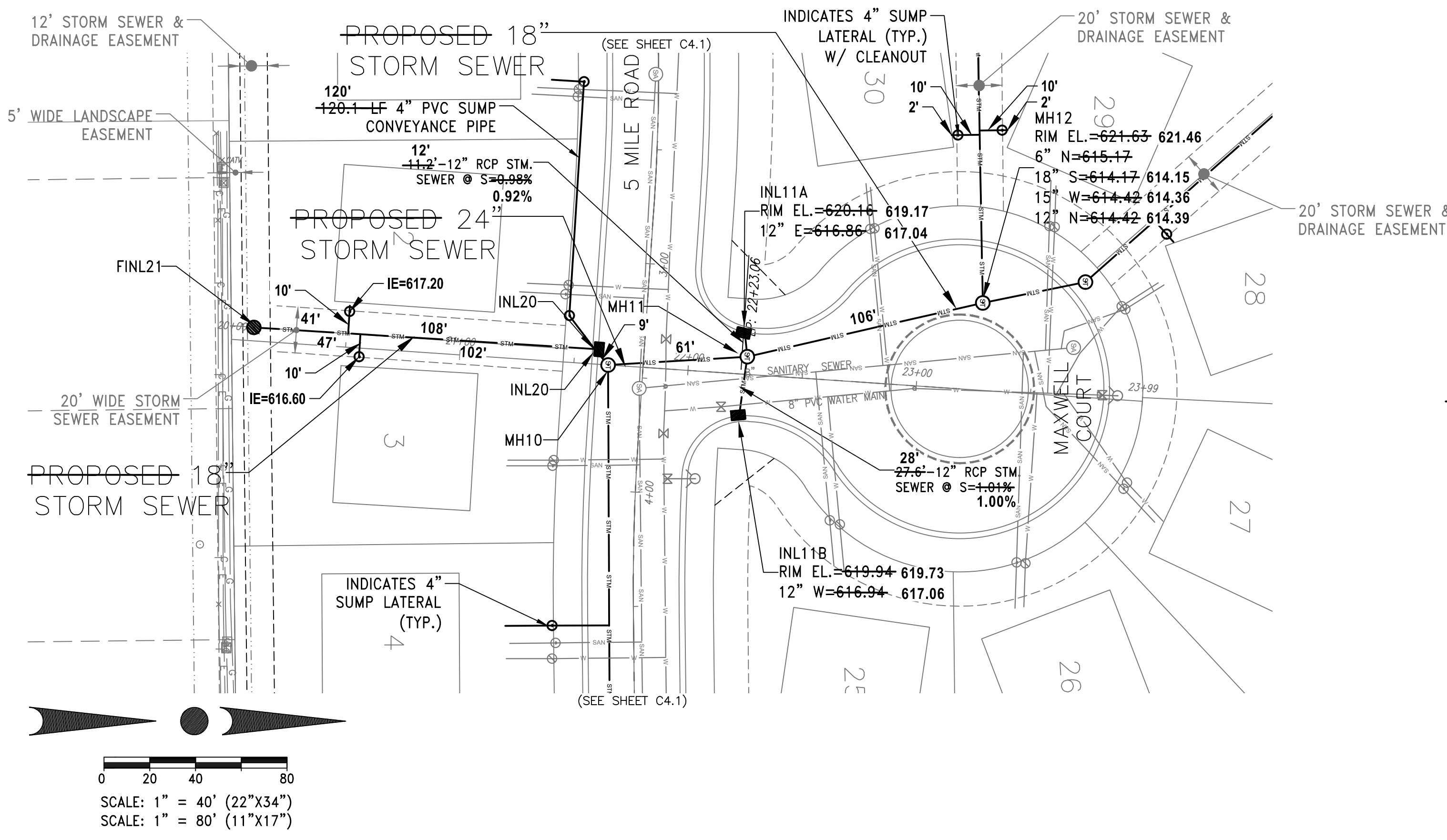
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ROADWAY AND
STORM SEWER
PLAN &
PROFILE



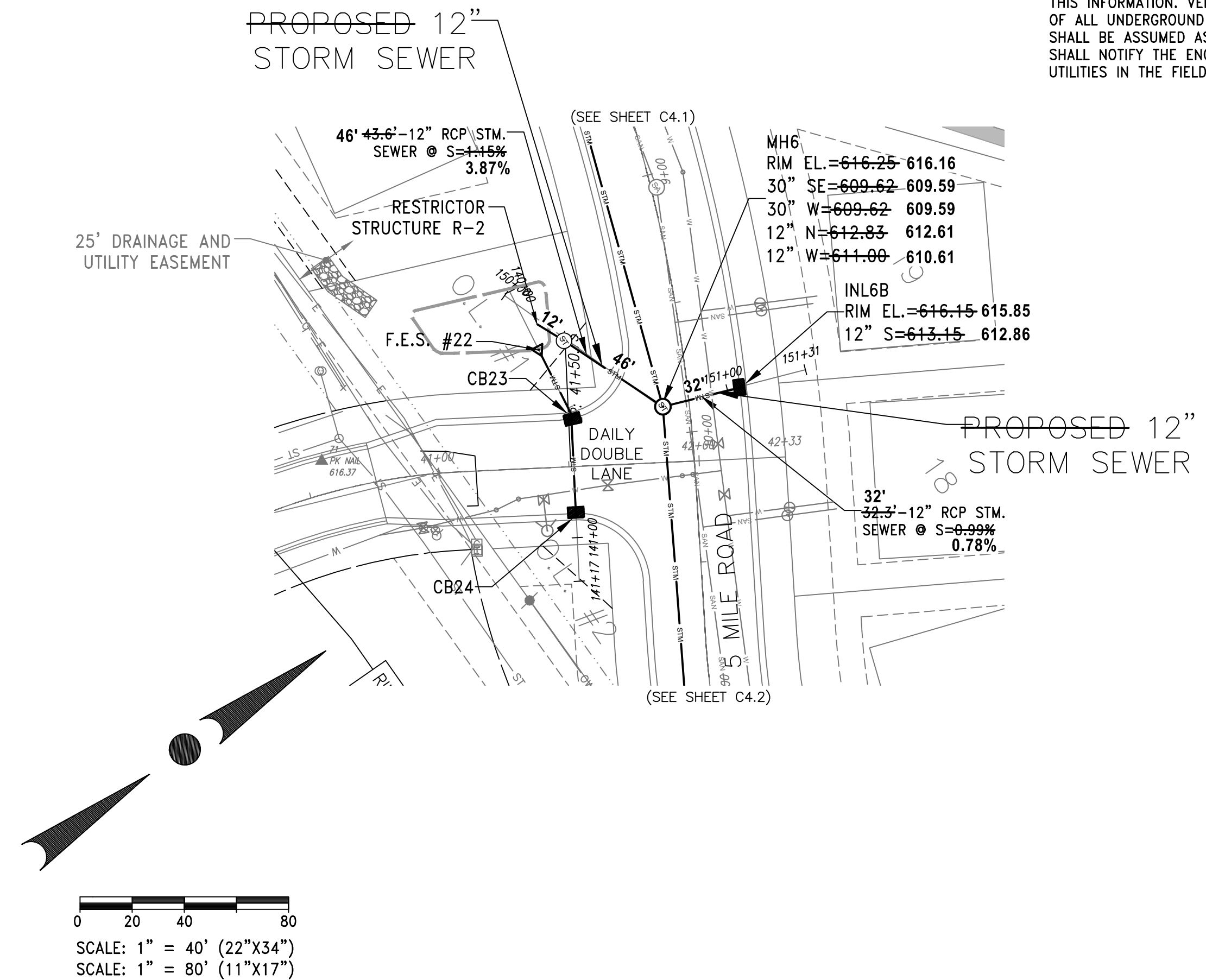
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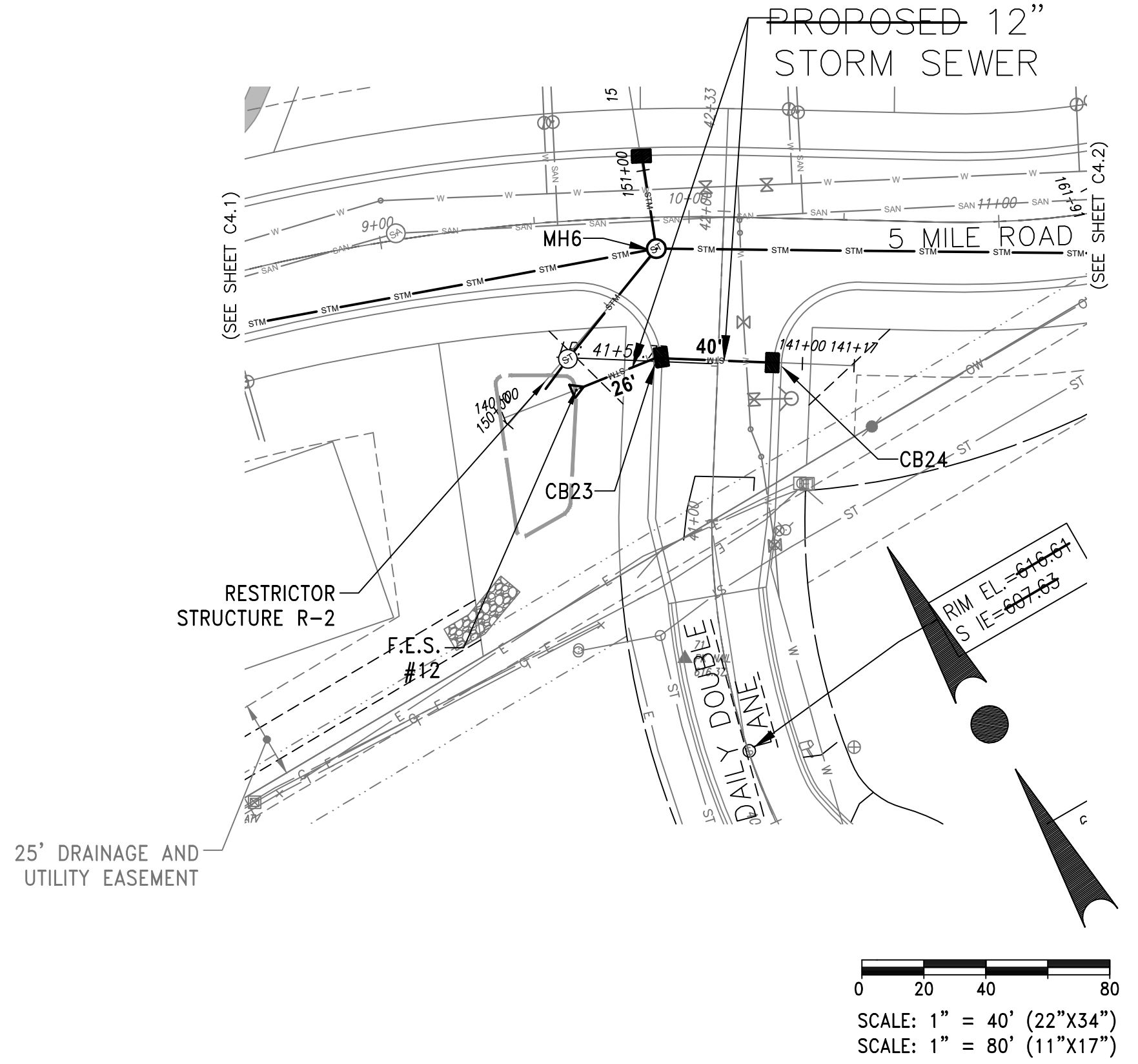
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ROADWAY AND
STORM SEWER
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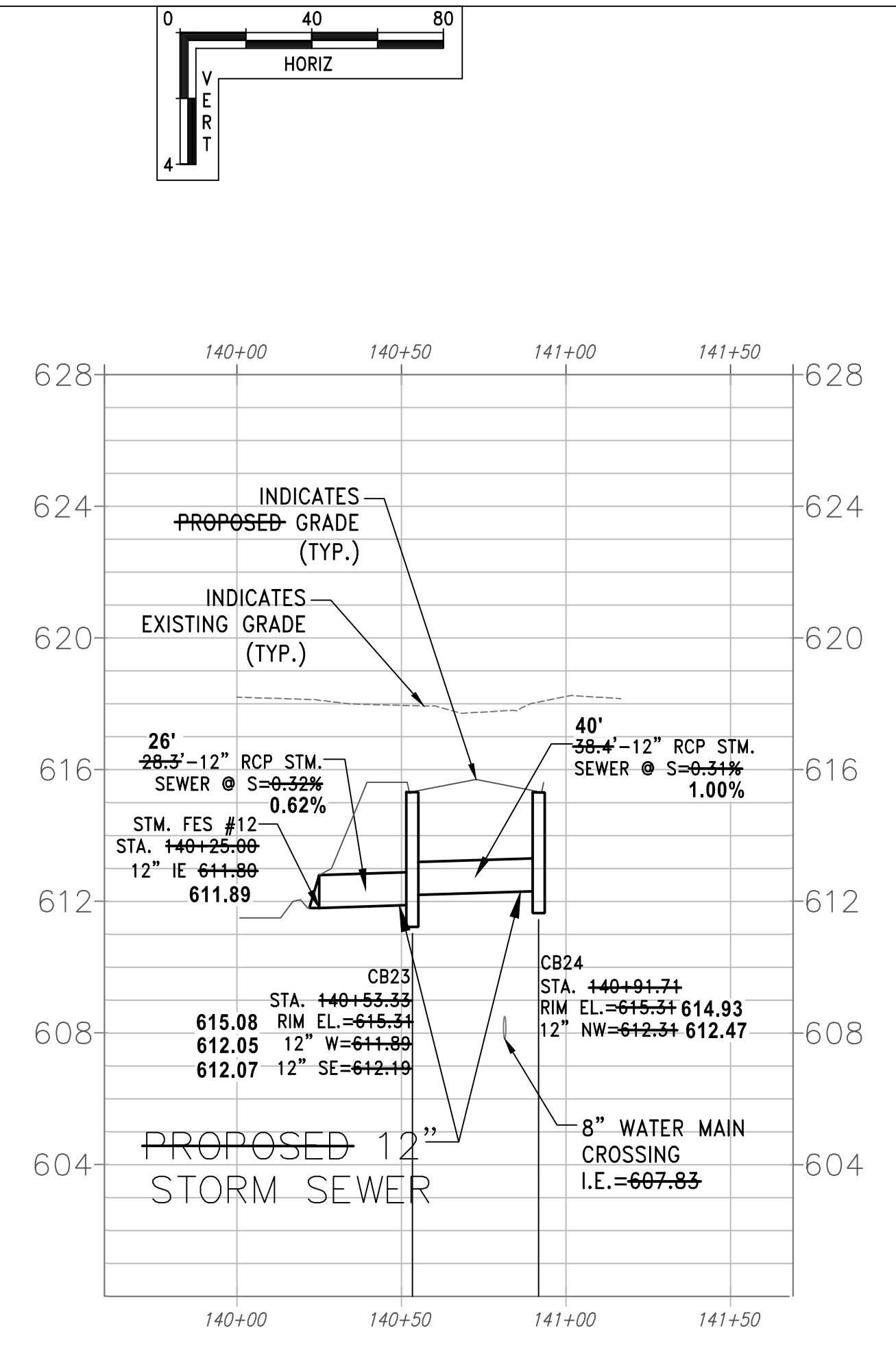
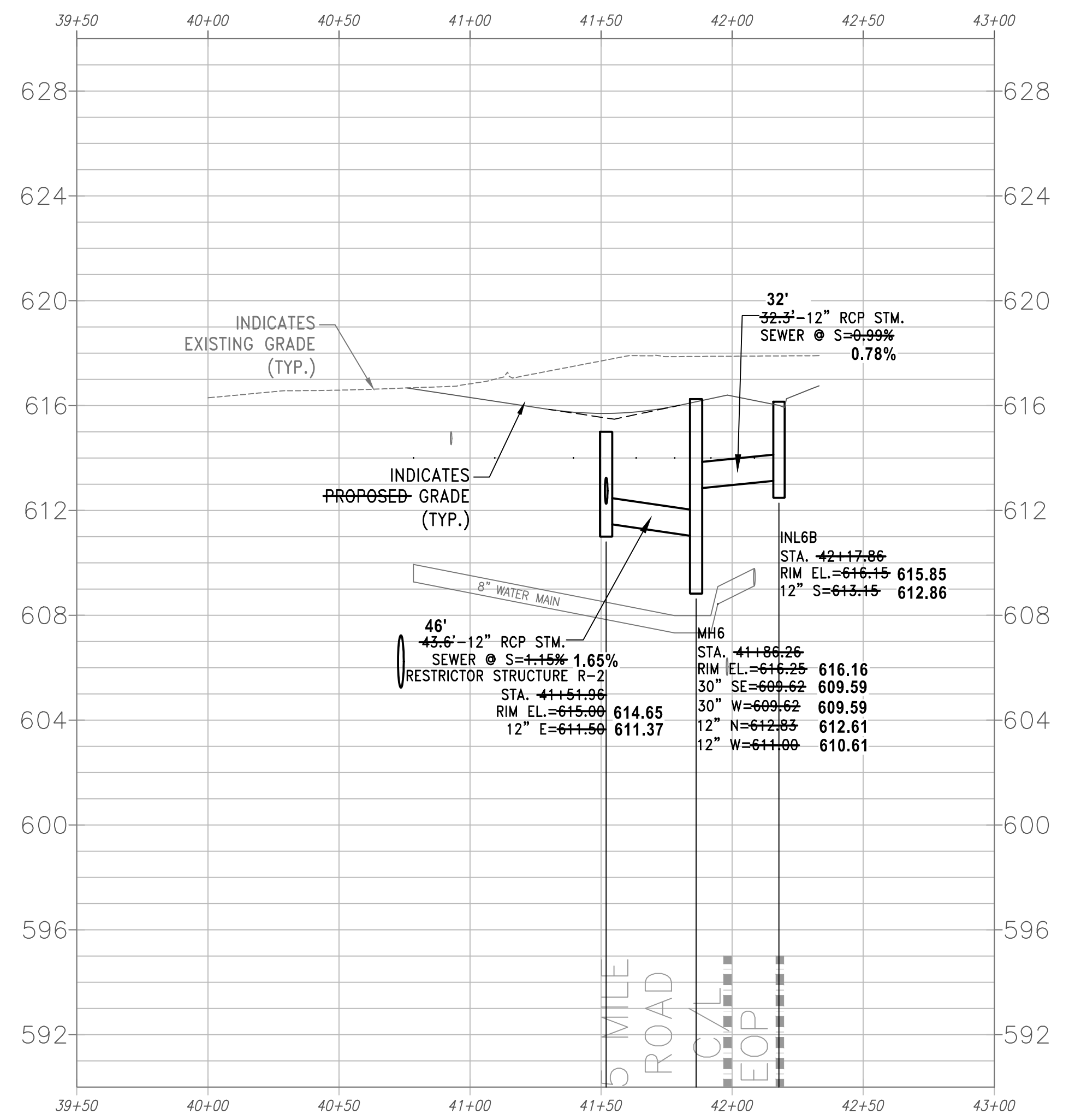


- NOTE:**
- DRIVEWAY SLOPES SHALL NOT EXCEED 6%
 - ALL SUMP LATERALS SHALL MAINTAIN MINIMUM 1-FOOT OF COVER AND 1.04% MINIMUM SLOPE.
 - BUILDING PLUMBER AND CONTRACTOR TO COORDINATE CONNECTIONS FOR SUMP LATERALS DISCHARGING TO COLLECTOR PIPE
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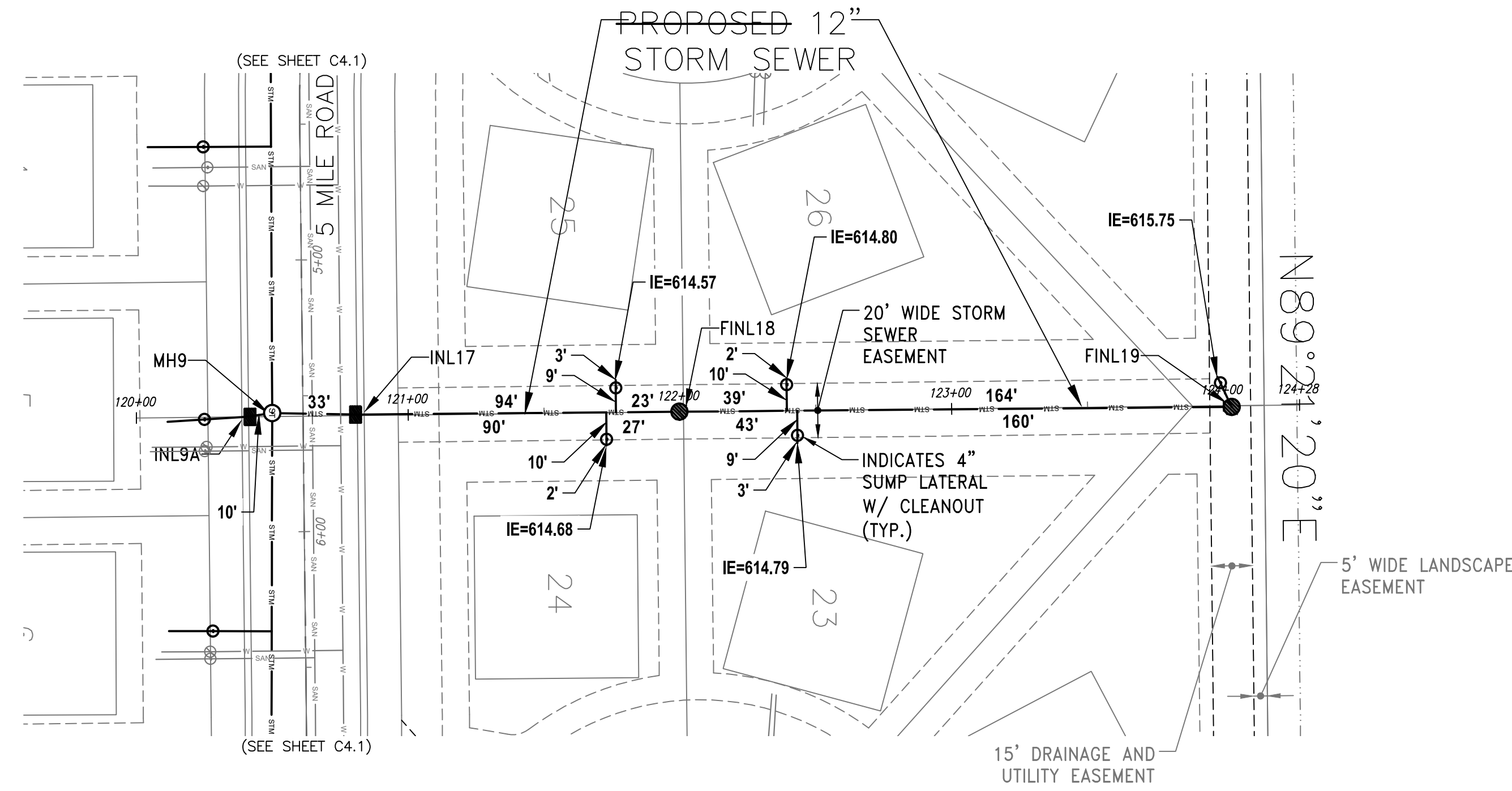
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ROADWAY AND STORM SEWER PLAN & PROFILE

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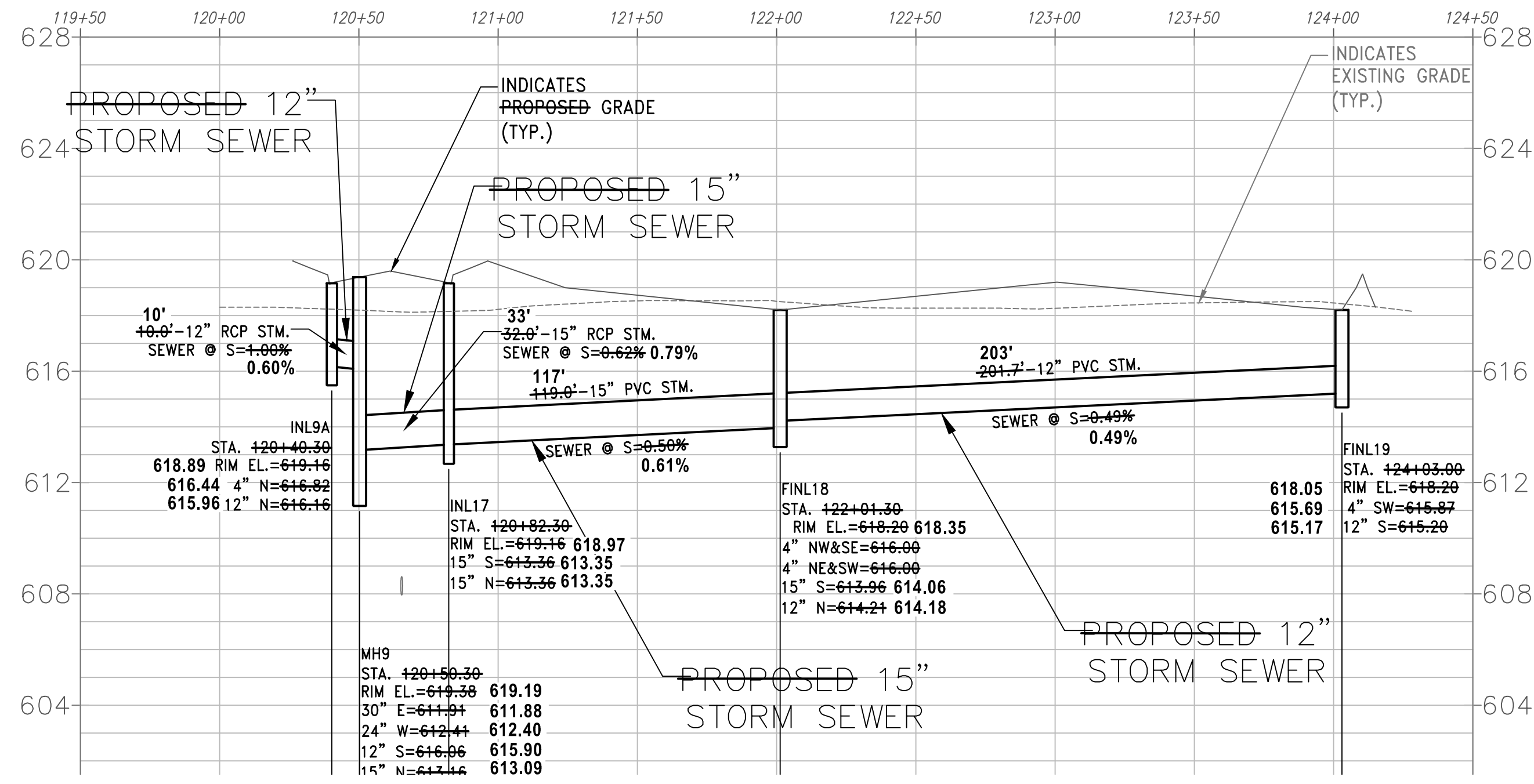
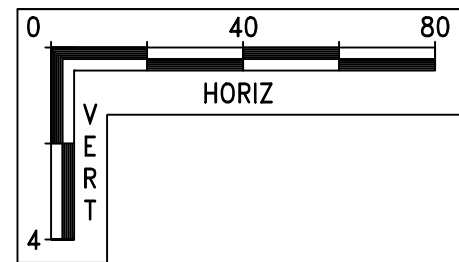
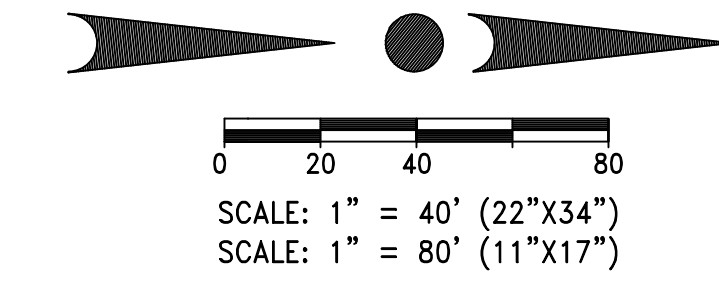
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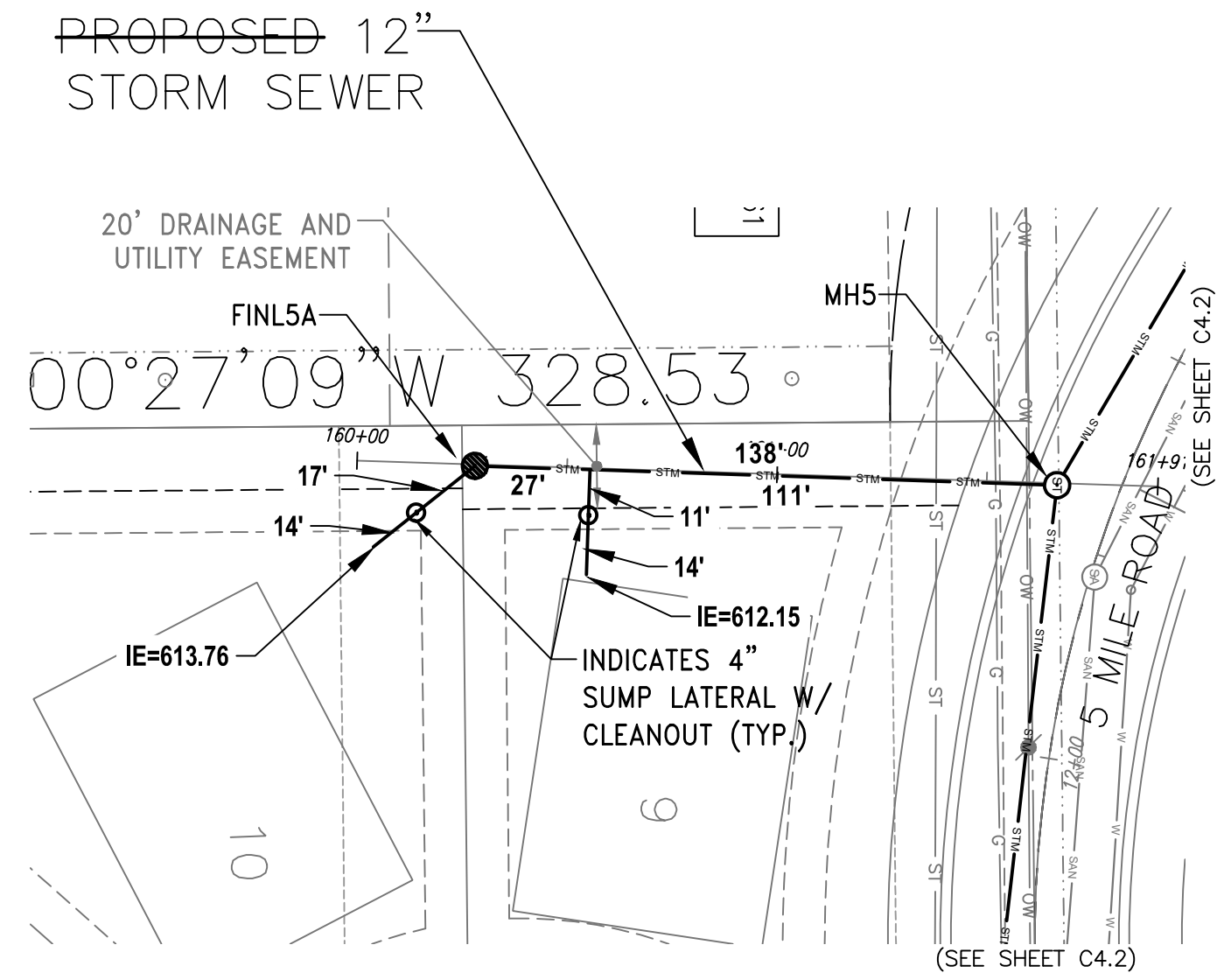


CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE. CALL DIGGERS HOTLINE 1-800-242-8511

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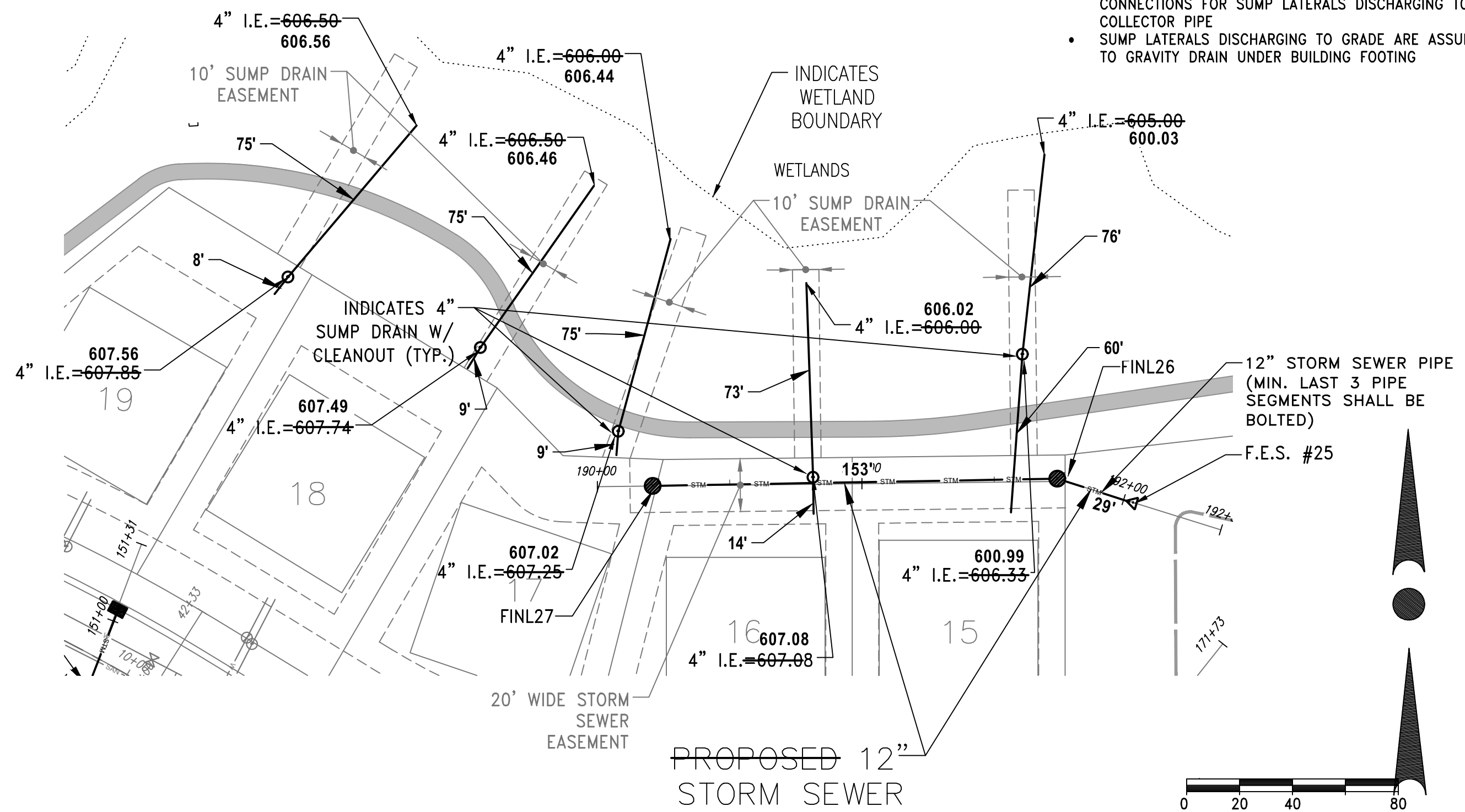
STORM SEWER EASEMENT PLAN & PROFILE



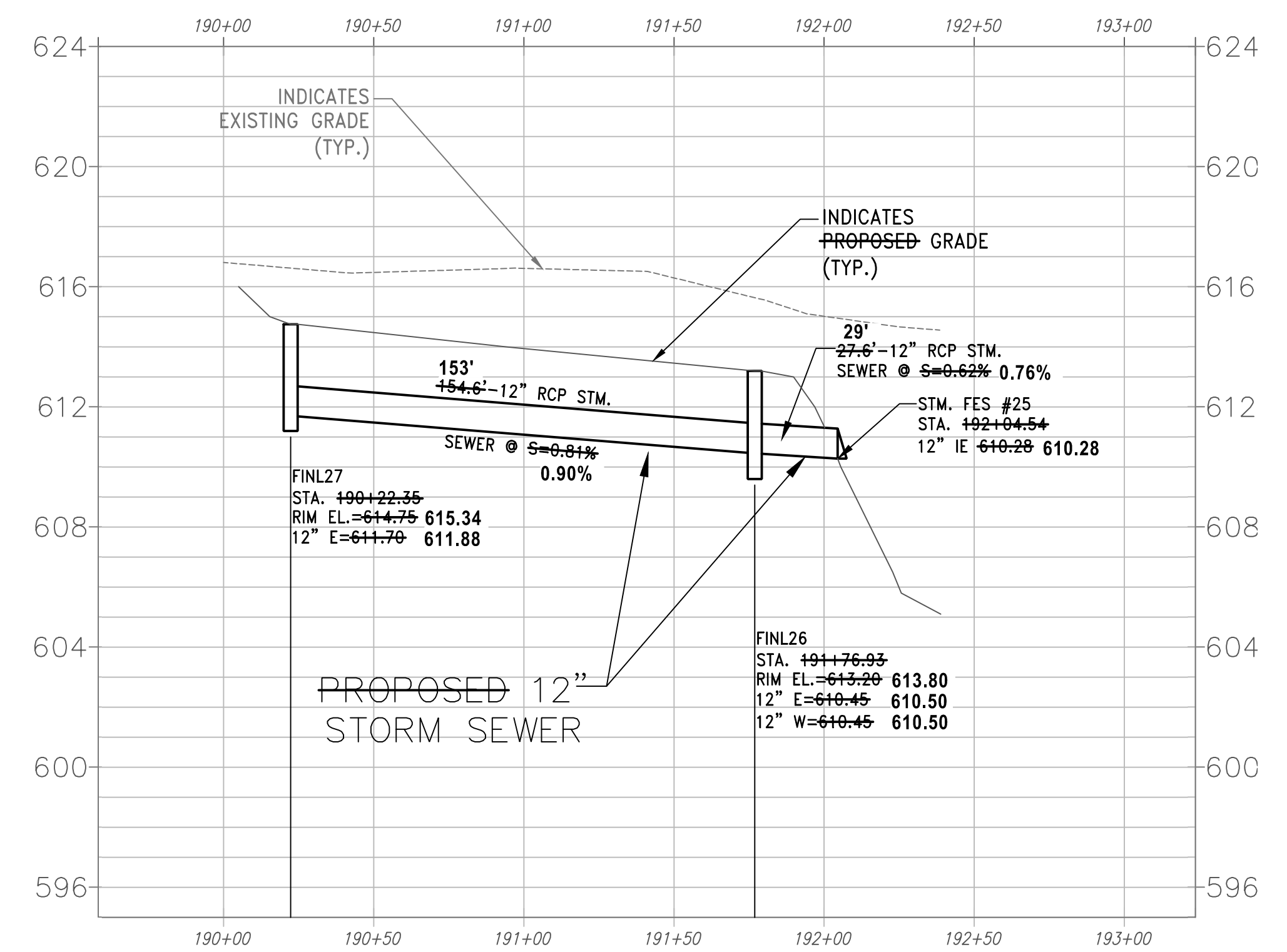
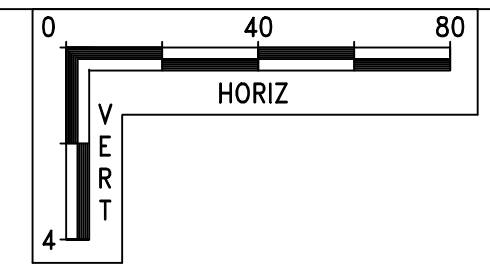
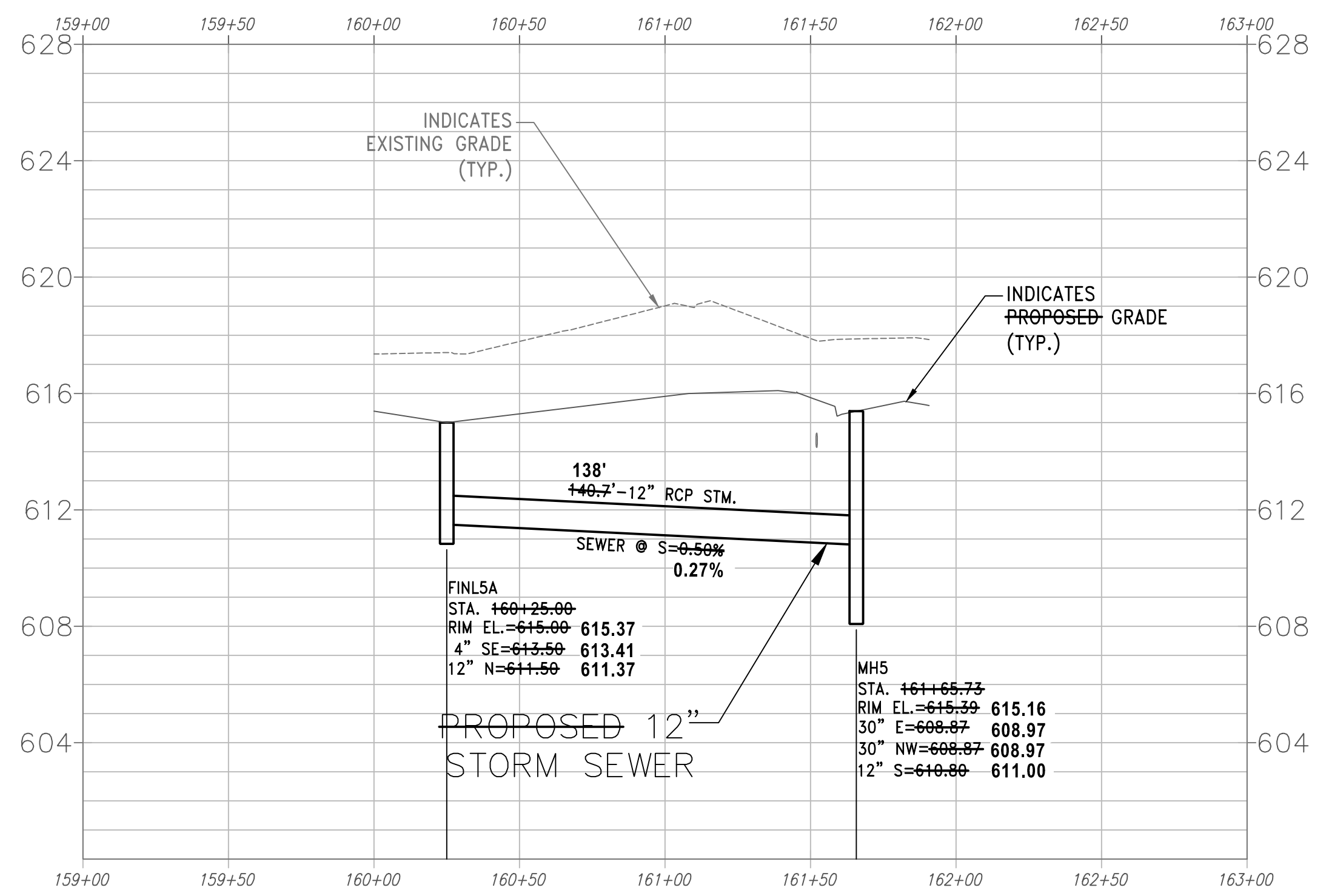
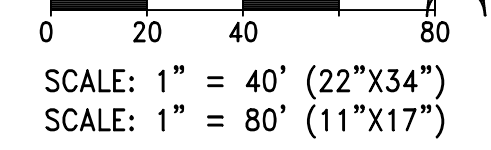
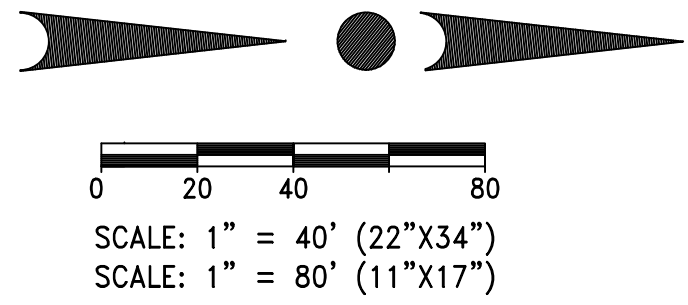
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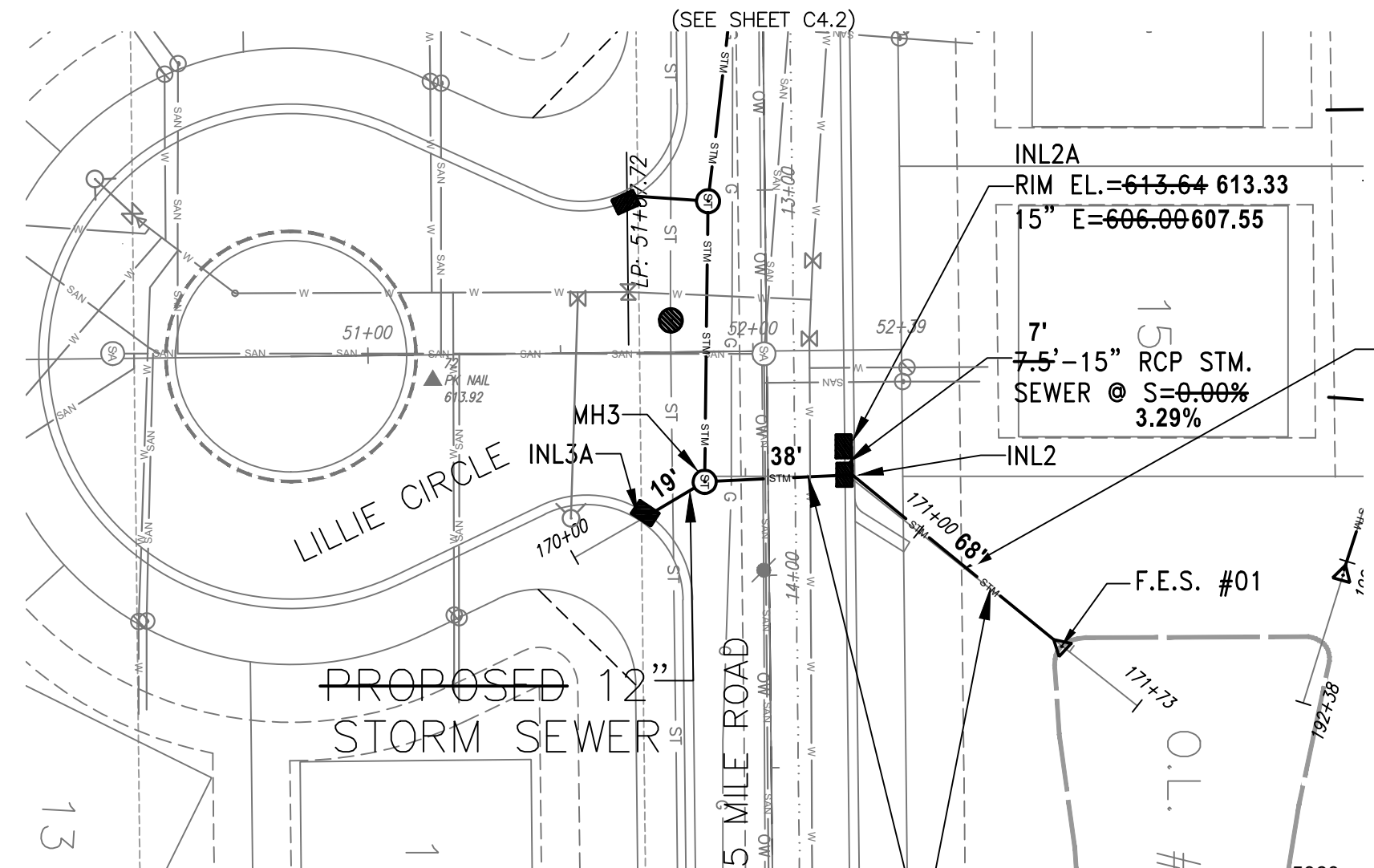
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STORM SEWER
EASEMENT PLAN
& PROFILE

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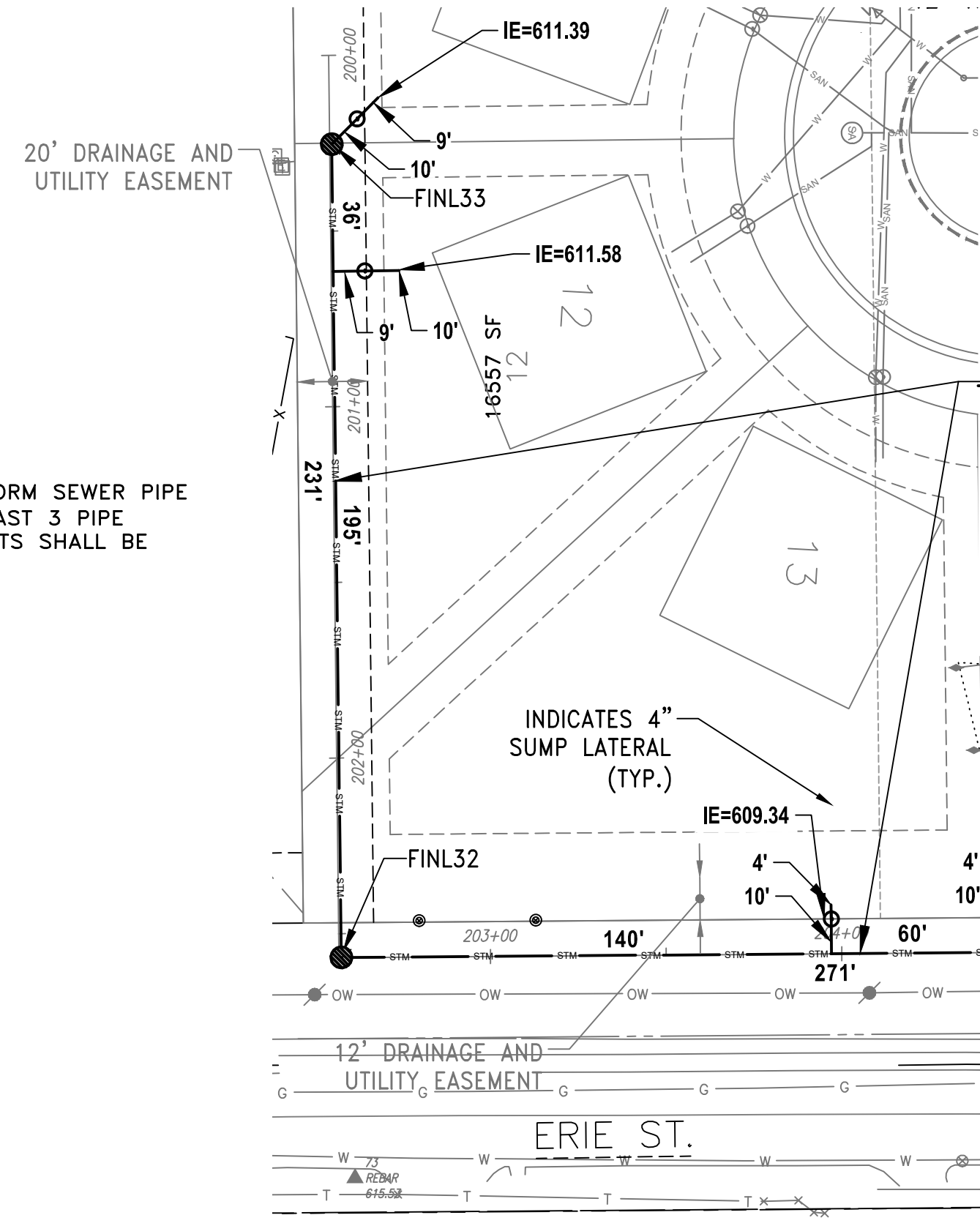
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PROPOSED 12" STORM SEWER

PROPOSED 30" STORM SEWER

SCALE: 1" = 40' (22"X34")
SCALE: 1" = 80' (11"X17")



PROPOSED 12" STORM SEWER

EX. STM. MH. (TO BE RAISED 6")
RIM=610.73± 610.23
24" W=597.93±
24" N=597.89±



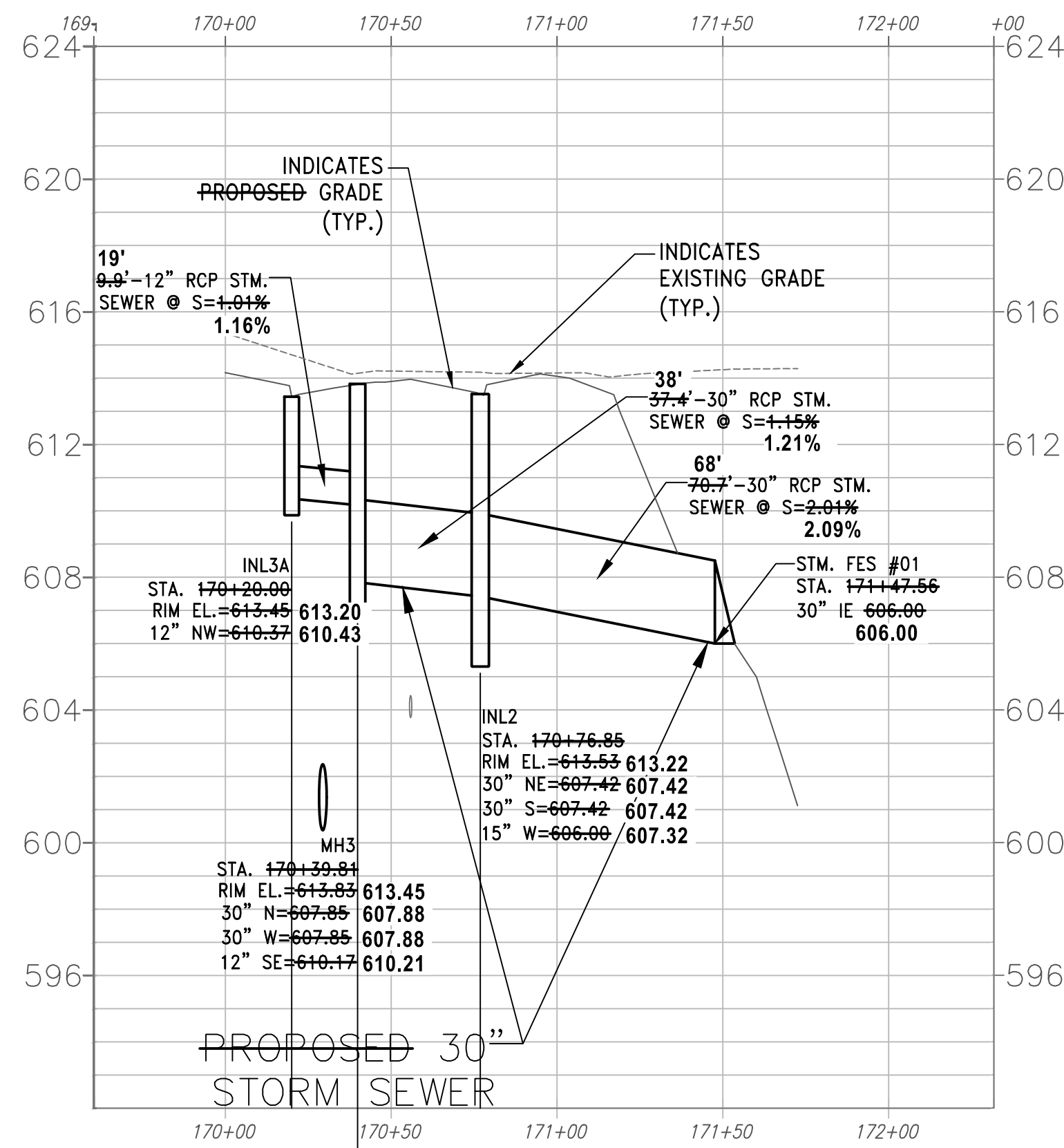
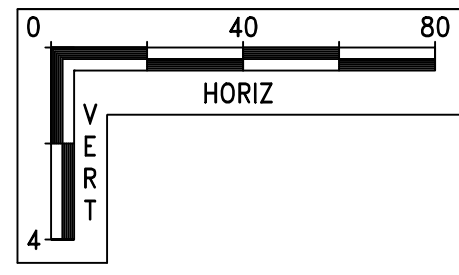
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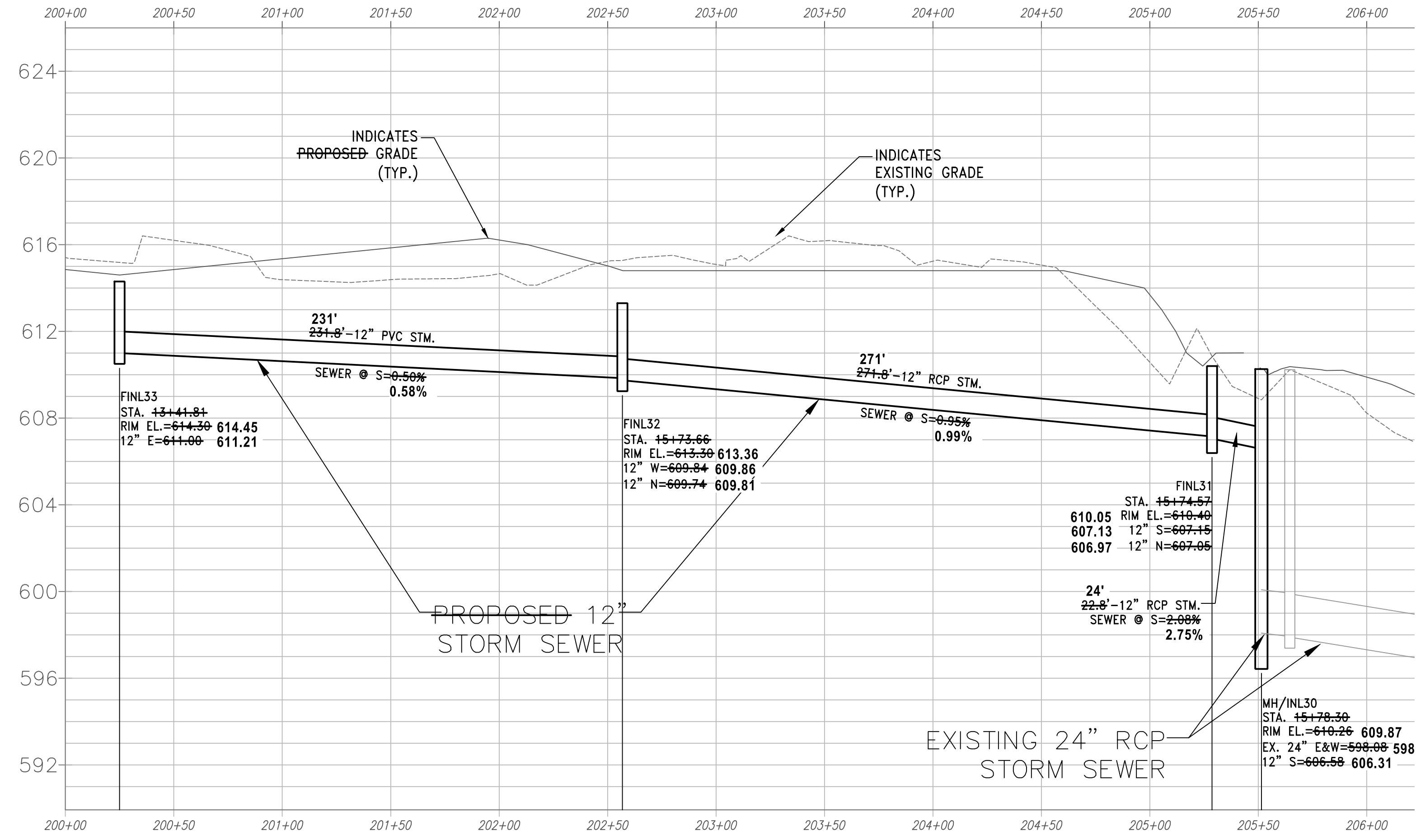
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PROPOSED 30" STORM SEWER



PROPOSED 12" STORM SEWER

EXISTING 24" RCP STORM SEWER

STORM SEWER EASEMENT PLAN & PROFILE

**RESOLUTION NO. 2024-068
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD A
CONTRACT FOR THE SUNDANCE HEIGHTS WATER MAIN IMPROVEMENTS PROJECT**

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

WHEREAS, the Caledonia Utility District has designed the Sundance Heights Water Main Improvements Project to replace and improve the water main system in the Village of Caledonia.

WHEREAS, The Project was specifically designed to replace the existing water main on Navajo Trail, Colorado Court, Santa Fe Trail, Western Way, Wyoming Way, and Cheyenne Court. This is due to the water main on these streets aging, having multiple breaks every winter for the past few years, and the roads are on the Village’s paving list for 2025.

WHEREAS, the Caledonia Utility District has directed that Plans & Specifications be prepared for the Sundance Heights Water Main Improvements Project.

WHEREAS, the Caledonia Utility District has advertised to receive sealed bids for the Sundance Heights Water Main Improvements Project and 2 sealed bids were received on May 23, 2024.

WHEREAS, the Caledonia Utility District held a Public/Electronic Bid Opening at the Village Hall and read the 2 sealed bids.

WHEREAS, the lowest responsible bidder for the project was A.W. Oakes & Son, Inc. 2000 Oakes Road Racine, WI 53406, in the amount of \$1,419,738.90.

WHEREAS, The Public Services Director and the Caledonia Utility District’s consulting engineer, Foth Infrastructure & Environment LLC., recommended awarding of the contract for the Sundance Heights Water Main Improvements Project to the lowest responsible bidder A.W. Oakes & Son, Inc. in the amount of \$1,419,738.90.

NOW, THEREFORE, BE IT RESOLVED that the contract for the Project with the alternate be, and hereby is, awarded to the lowest responsible bidder, A.W. Oakes & Son, Inc. in the amount of \$1,419,738.90 and that the Public Services Director, Village President, and Village Clerk are authorized to execute any documents necessary to carry out the intent of this Resolution.

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

VILLAGE OF CALEDONIA


By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

MEMORANDUM

DATE: Tuesday, May 28, 2024

TO: Caledonia Utility District

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

RE: Contract Award – Sundance Heights Water Main Improvements

BACKGROUND INFORMATION

The Sundance Heights Water Main Improvements Project has been designed, reviewed, and publicly advertised as required. The bid opening for the project was held on May 23. The Caledonia Utility District received prequalification statements from 7 contractors and received 2 bids on the project. The low bid was from A. W. Oakes & Son, Inc. in the amount of \$1,419,738.90. This bid is approximately \$149,261 or 9.4% below the engineers estimate of \$1,569,000.

Foth Infrastructure & Environment LLC and Caledonia Utility District staff have reviewed the bids and have provided a recommendation for award to A.W. Oakes & Son, Inc. in the amount of \$1,419,738.90.

Based on the bid prices \$1,115,427.28 is attributed to the Water Utility and \$304,311.62 is attributed to the Storm Water Utility.

RECOMMENDATION

Move to authorize the Caledonia Utility District to issue the Notice of Award to A.W. Oakes & Son, Inc for the Sundance Heights Water Main Project in the amount of \$1,419,738.90.

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



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

May 28, 2024

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

RE: TID 4 Phase 4 Sanitary Sewer and Water Main Extensions

Dear Tony,

We have reviewed the bids received on May 23, 2024, for the above referenced project. A summary of the bid is as follows:

Bidder	Total Bid Amount
A.W. Oakes and Son, Inc.	\$ 1,419,738.90
PTS Contractors, Inc.	\$ 1,461,000.00

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

We recommend awarding the project to A.W. Oakes and Son, Inc. for the total bid amount of \$ 1,419,738.90. Their bid is complete and contains all required documentation.

Please contact me if you have any questions.

Sincerely,

Andrew Schultz, PE

Project Manager

Enclosure: Bid Results Worksheet

Sundance Heights Water Main Improvements (#9112334)
 Caledonia Utility District
 05/23/2024 10:00 AM CDT

Item No.	Item Description	Units	Quantity	Engineer's Estimate		A.W. Oakes & Son, Inc.		PTS Contractors, Inc	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization/Demobilization	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 17,000.00	\$ 17,000.00	\$ 29,897.00	\$ 29,897.00
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 9,675.00	\$ 9,675.00
3	Clearing and Grubbing	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,150.00	\$ 7,150.00
4	Sawcut Pavement, Full Depth	Ln Ft	2739	\$ 2.50	\$ 6,847.50	\$ 2.00	\$ 5,478.00	\$ 2.50	\$ 6,847.50
5	Remove and Replace Signing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00
6	Remove and Replace Postal Boxes	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00
7	Rock Filled Filter Bags	EA	94	\$ 15.00	\$ 1,410.00	\$ 16.00	\$ 1,504.00	\$ 21.00	\$ 1,974.00
8	Inlet Protection	EA	2	\$ 150.00	\$ 300.00	\$ 80.00	\$ 160.00	\$ 150.00	\$ 300.00
9	8-inch PVC Water Main, Spoil Backfill	Ln Ft	1920	\$ 110.00	\$ 211,200.00	\$ 90.00	\$ 172,800.00	\$ 101.00	\$ 193,920.00
10	8-inch PVC Water Main, Granular Backfill	Ln Ft	1848	\$ 165.00	\$ 304,920.00	\$ 130.00	\$ 240,240.00	\$ 147.00	\$ 271,656.00
11	Hydrant Assembly	EA	11	\$ 8,000.00	\$ 88,000.00	\$ 10,000.00	\$ 110,000.00	\$ 8,255.00	\$ 90,805.00
12	6-inch Hydrant Lead	Ln Ft	276	\$ 115.00	\$ 31,740.00	\$ 160.00	\$ 44,160.00	\$ 140.00	\$ 38,640.00
13	8-inch Gate Valve	EA	11	\$ 3,000.00	\$ 33,000.00	\$ 2,700.00	\$ 29,700.00	\$ 2,645.00	\$ 29,095.00
14	HDPE Water Service (1") - Open Cut	Ln Ft	979	\$ 85.00	\$ 83,215.00	\$ 115.00	\$ 112,585.00	\$ 99.00	\$ 96,921.00
15	HDPE Water Service (1") - Trenchless Pit Launch Installation	Ln Ft	1768	\$ 65.00	\$ 114,920.00	\$ 62.00	\$ 109,616.00	\$ 48.00	\$ 84,864.00
16	1" Water Service Fittings	EA	78	\$ 950.00	\$ 74,100.00	\$ 580.00	\$ 45,240.00	\$ 620.00	\$ 48,360.00
17	Connection to Existing Water Main	EA	6	\$ 5,000.00	\$ 30,000.00	\$ 5,000.00	\$ 30,000.00	\$ 3,400.00	\$ 20,400.00
18	1 1/4" Dense Graded Base (HMA and Driveway Base)	TON	1335	\$ 21.00	\$ 28,035.00	\$ 20.00	\$ 26,700.00	\$ 15.50	\$ 20,692.50
19	3/4" Dense Graded Base (Driveway & Shoulder Restoration)	TON	400	\$ 31.00	\$ 12,400.00	\$ 40.00	\$ 16,000.00	\$ 20.00	\$ 8,000.00
20	HMA Binder Course	TON	350	\$ 205.00	\$ 71,750.00	\$ 230.00	\$ 80,500.00	\$ 230.00	\$ 80,500.00
21	HMA Surface Course (Includes Driveways)	TON	460	\$ 150.00	\$ 69,000.00	\$ 160.00	\$ 73,600.00	\$ 230.00	\$ 105,800.00
22	Bituminous Tack Coat	GAL	640	\$ 5.00	\$ 3,200.00	\$ 0.01	\$ 6.40	\$ 1.00	\$ 640.00
23	12" CMP Culvert w/ FES	Ln Ft	192	\$ 90.00	\$ 17,280.00	\$ 80.00	\$ 15,360.00	\$ 87.00	\$ 16,704.00
24	9" x 14" CMPA Culvert w/ FES	Ln Ft	174	\$ 90.00	\$ 15,660.00	\$ 80.00	\$ 13,920.00	\$ 89.00	\$ 15,486.00
25	15" CMP Culvert w/ FES	Ln Ft	366	\$ 100.00	\$ 36,600.00	\$ 75.00	\$ 27,450.00	\$ 94.00	\$ 34,404.00
26	13"x17" CMPA Culvert w/ FES	Ln Ft	218	\$ 100.00	\$ 21,800.00	\$ 85.00	\$ 18,530.00	\$ 96.00	\$ 20,928.00
27	24" RCP Culvert w/ FES	Ln Ft	80	\$ 225.00	\$ 18,000.00	\$ 180.00	\$ 14,400.00	\$ 224.00	\$ 17,920.00
28	20"x28" CMPA Culvert w/ FES	Ln Ft	116	\$ 125.00	\$ 14,500.00	\$ 110.00	\$ 12,760.00	\$ 116.00	\$ 13,456.00
29	24"x35" CMPA Culvert w/ FES	Ln Ft	94	\$ 135.00	\$ 12,690.00	\$ 140.00	\$ 13,160.00	\$ 130.00	\$ 12,220.00
30	Ditching	Ln Ft	3850	\$ 17.00	\$ 65,450.00	\$ 6.50	\$ 25,025.00	\$ 19.00	\$ 73,150.00
31	Topsoil, Seed, Fertilizer, and Erosion Mat	Sq Yd	11425	\$ 8.00	\$ 91,400.00	\$ 9.14	\$ 104,424.50	\$ 7.00	\$ 79,975.00
32	21"x15" CMPA Culvert w/ FES	Ln Ft	38	\$ 110.00	\$ 4,180.00	\$ 90.00	\$ 3,420.00	\$ 90.00	\$ 3,420.00

Subtotal=	\$ 1,548,597.50	\$ 1,399,738.90	\$ 1,441,000.00
Allowances=	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Total=	\$ 1,568,597.50	\$ 1,419,738.90	\$ 1,461,000.00



RESOLUTION NO. 2024-069
VILLAGE OF CALEDONIA

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH CENTRAL STORAGE &
WAREHOUSE, LLC**

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

WHEREAS, Central Storage & Warehouse, LLC is looking to expand their facility at 12725 4 Mile Road with a 106,636 square foot addition. This addition (Phase 3.5) is the 3rd addition to the building since it was initially constructed in 2018/2019.

WHEREAS, with the second addition (Phase 2.5) to the building, Central Storage & Warehouse, LLC was required to relocate the public storm sewer and install public water main to accommodate the proposed layout.

WHEREAS, with the third addition (Phase 3.5) to the building, Central Storage & Warehouse, LLC will be required to relocate a portion of the newly relocated storm sewer and a portion of the recently installed water main.

WHEREAS, also with the third addition (Phase 3.5) the Village staff has taken issue with the temporary grading of the site over the relocated public utilities, lack of reasonable access to the public utilities, and temporary grading of a future building pad.

WHEREAS, Central Storage & Warehouse, LLC has requested that they be allowed to move forward with the construction of Phase 3.5 as currently designed due to the impending costs of construction of a retaining wall and costs for hauling away the excess spoil material making the project cost prohibitive.

WHEREAS, Central Storage & Warehouse, LLC has been a valued business in the DeBack Farms Business Park and the Village wants to see them continue to grow and expand.

WHEREAS, to overcome the issues, the Village and Central Storage & Warehouse, LLC have agreed upon a Memorandum of Understanding to address the concerns of the infrastructure and temporary grading.

WHEREAS, the Village drafted the Memorandum of Understanding to be favorable to the Village and the Utility District.

WHEREAS, Central Storage & Warehouse, LLC has reviewed, approved, and executed the Memorandum of Understanding.

WHEREAS, the Caledonia Utility District has reviewed and recommended approval of the Memorandum of Understanding subject to extensions being placed on the water valves and has forwarded it to the Village Board for approval.

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

MEMORANDUM

DATE: Wednesday, May 29, 2024

TO: Caledonia Utility District

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



RE: Approval – Memorandum of Understanding – CSW Expansion Phase 3.5 –
Central Storage & Warehouse, LLC

BACKGROUND INFORMATION

The Engineering Department and the Utility District staff have been reviewing the Onsite Civil Engineering Infrastructure Plans for Central Storage & Warehouse LLC (CSW) Expansion Phase 3.5. There has been discussion between CSW, Consolidated Construction, Pinnacle and the Village on the infrastructure and temporary grading for the balance of the site for Phase 3.5.

The recently installed Watermain and Storm Sewer, installed with Phase 2.5, will need to be partially relocated. The plans show relocating the watermain and storm sewer in an appropriate location on the site, but the temporary grading over the watermain and storm sewer has been an issue of much discussion. CSW has indicated that they would not be able to remove the excess spoil material from the site with this phase of construction. Hence, they would like to have a portion of the partially relocated watermain and storm sewer buried to a level that is not normal and not initially provide reasonable access to some of the valves, manholes, or mains. The temporary grading would not allow the watermain to be serviced without the purchase or creation of longer valve turning equipment.

CSW has been a valued business in the DeBack Farms Business Park and the Village would like to see them continue to grow and expand. CSW has expanded their facility twice already since 2018. The current expansion is the third expansion and they have plans to expand the facility again in the near future. To overcome these issues with the infrastructure and temporary grading a Memorandum of Understanding has been created to address the concerns of the infrastructure and temporary grading.

The Memorandum of Understanding indicates the following:

- Submission of an updated Legal Description and Exhibit for the Utility Easement necessary for the relocated infrastructure.
- Warranty Period for the recently installed infrastructure is extended from 1 year to 3 years.
- Prior to the end of the 3-year Warranty Period, CSW provides an acceptable timeline for removal of the temporary grading over the top of the relocated public utilities.
- Submission, Review and Approval of a proposed site plan that removes the excess material over the top of the relocated Public Utilities within the Utilities Easement (including a retaining wall parallel to the South property line as necessary for access

for maintenance of the utilities and removal of the excess material from the future building pad area.

- Addressing how the existing hydrant near the Southeast corner of the site will be accessed with the temporary grading.

The Village staff has prepared the attached MOU and is recommending approval of it to allow this valued business to continue to expand. It is recommended that the Caledonia Utility District approve the MOU and forward it to the Village Board for its approval and signature.

RECOMMENDATION

Move to approve the Memorandum of Understanding with Central Storage & Warehouse LLC for Expansion Phase 3.5 and forward it to the Village Board for approval and signature.

Subject to having extensions installed on the water valves.

**MEMORANDUM OF UNDERSTANDING
CENTRAL STORAGE & WAREHOUSE LLC,
VILLAGE OF CALEDONIA UTILITY DISTRICT,
VILLAGE OF CALEDONIA**

Central Storage & Warehouse LLC (CSW) owns and operates a cold storage facility at 12725 4 Mile Road. CSW began construction of the initial 115,229 square foot cold storage facility in 2018. The original facility was completed in 2019. CSW later constructed a 54,405 square foot addition in 2022 which has been considered Phase 2. Shortly after Phase 2 CSW began construction of Phase 2.5 which consisted of a 41,648 square foot addition. At the present time CSW is proposing Phase 3.5 which consists of a 109,636 square foot addition.

With Phase 2.5, the Village of Caledonia required Public Utilities be installed (watermain) and relocated (storm sewer) based on the proposed layout. With Phase 3.5, the proposed layout requires the relocation of a portion of the recently relocated storm sewer and relocation of a portion of the recently installed watermain. The Village of Caledonia and Village of Caledonia Utility District have taken issue with the relocation of the recently installed utilities, temporary grading of the site over the relocated public utilities, lack of reasonable access to the relocated public utilities, and the temporary grading of the future building pad.

CSW has requested that they be allowed to move forward with the construction of Phase 3.5 as currently designed due to the impending costs of the construction of a retaining wall, and costs for trucking away excess spoil material from the site. These costs are claimed to make Phase 3.5 cost prohibitive.

This Memorandum of Understanding is to memorialize the discussions and verbal agreements made between the parties to allow CSW to move forward.

The Village of Caledonia and Central Storage & Warehouse LLC agree as follows:

- The Village of Caledonia will approve the proposed layout of public utilities and temporary grading of the site as shown (with minor adjustments) on the April 5, 2024 CSW Expansion Phase 3.5 Onsite Civil Engineering Infrastructure Plans subject to the following.
 - Submission of a revised legal description and exhibit for updating the Utility Easement for the Watermain and Storm Sewer to the relocated layout.
 - Central Storage & Warehouse LLC shall extend the Warranty Period for the installation of the relocated Public Utilities from 1 year to 3 years from the date of acceptance of the Utilities by the Caledonia Utility District and Village Board.
 - Prior to the end of the 3 year Warranty Period, Central Storage & Warehouse LLC shall provide an acceptable timeline for the removal of the excess material over the top of the relocated Public Utilities within the Utility Easement.
 - Submission, Review, and Approval of a proposed site grading plan that removes the excess material over the top of the relocated Public Utilities within the Utility Easement. This would include showing a retaining wall parallel to the South lot line as necessary to address the grade change, a flat area over the utilities as

necessary for access for maintenance of the utilities, and removal of the excess material from Phase 3.5 that is being placed in the future building pad area.

- Address how the existing Hydrant near the Southeast corner of the site will be accessed with the temporary grading.

Central Storage & Warehouse LLC.

Village of Caledonia



Hill Hamrick
Co-CEO

Thomas Weatherston
Village President

**RESOLUTION 2024-070
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING AND AUTHORIZING A BUDGET MODIFICATION
TO RECONCILE THE CAPITAL PROJECTS FUND**

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

WHEREAS, a shortfall exists in the Capital Projects Fund stemming from supply chain issues that developed during COVID and continued through 2023; resulting in extremely long lead times for capital items and products and atypical prices, and

WHEREAS, due to the atypical prices, the existing fund balance in the Capital Projects Fund as of January 1, 2024, is under-funded by approximately \$720,000; and

WHEREAS, the current supply chain issues have improved, and the Village has now been able to procure, or at least place orders for, the capital items from previous years which were unavailable until 2024; and

WHEREAS, the Village has benefited for a period of strong interest rates which have resulted in unbudgeted Interest Income to the Village in excess of \$720,000 received through April 2024; and

WHEREAS, the Village Administrative staff is recommending that the unbudgeted Interest Income be utilized to offset the shortfall in the Capital Projects Fund.

NOW, THEREFORE, the Village Board of the Village of Caledonia, Racine County, Wisconsin does hereby resolve to:

1. Modify the Interest Income line-item budget by \$720,000 and transfer the budget authority from the General Fund to the Capital Projects Fund.
2. Modify the following Capital Projects expenditure line items within the Capital Project Fund to reflect the following adjustments:
 - a. Increase the IT Infrastructure budget by \$132,415 to reflect previously discussed and completed IT projects including: Firewall replacements for all Village facilities, Uninterruptable Power Supply replacements at Village Hall and the Public Safety Building, and the new Server located at the Public Safety Building.
 - b. Increase the Police-Equipment Vehicles budget by \$125,000 to include the purchase of the previously unbudgeted Crime Scene Response Vehicle, estimated cost including upfitting of \$80,000 and reflect the \$45,000 in additional costs resulting from the previous acquisition and upfitting of police vehicles.
 - c. Increase the Fire-Equipment Vehicles budget by \$156,375 to reflect price increases of previously ordered vehicles including the two Ambulances currently on order. The ambulance ordered in late 2022 is expected to be delivered in November of

2024 and the ambulance ordered in 2023 does not yet have an estimated delivery date.

- d. Increase the DPW-Road Resurfacing budget by \$91,210 related to the unspent carry over of funds from 2022 and 2023.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

VILLAGE OF CALEDONIA

FISCAL NOTE: BUDGET MODIFICATION TO UTILIZE INTEREST INCOME EARNED IN 2024 TO RECONCILE THE CURRENT SHORTFALL WITHIN THE CAPITAL PROJECTS FUND

FISCAL YEAR: **2024**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	YEAR TO DATE EXPENDITURES	CURRENT BALANCE	BUDGET MODIFICATION	BUDGET AFTER MODIFICATION	REMAINING BUDGET BALANCE
GENERAL FUND							
Interest Income	100-00-48100	(60,000)	(780,000)	\$ (60,000)	(720,000)	\$ (780,000)	\$ -
Transfer to Capital Projects	100-00-66300	-	-	\$ -	720,000	\$ 720,000	\$ 720,000
CAPITAL PROJECTS FUND							
Transfer from General Fund	400-00-49210	-	-	-	(720,000)	(720,000)	(720,000)
IT Infrastructure	400-90-65060	\$ 28,200	\$ 17,591	\$ 10,609	\$ 132,415	\$ 160,615	\$ 143,024
Police Equipment - Vehicle	400-30-65040	\$ 250,000	\$ 252,704	\$ (2,704)	\$ 125,000	\$ 375,000	\$ 122,296
Fire Equipment - Vehicles	400-35-65040	\$ 989,100	\$ 66,747	\$ 922,353	\$ 156,375	\$ 1,145,475	\$ 1,078,728
DPW Equipment - Vehicles	400-41-65040	\$ 403,000	\$ 261,624	\$ 141,376	\$ 215,000	\$ 618,000	\$ 356,376
DPW - Road Resurfacing	400-41-65080	\$ 850,000	\$ -	\$ 850,000	\$ 91,210	\$ 941,210	\$ 941,210
		<u>\$ (31,800)</u>	<u>\$ (762,409)</u>	<u>\$ (49,391)</u>	<u>\$ -</u>	<u>\$ (619,385)</u>	<u>\$ 143,024</u>

**RESOLUTION NO. 2024-071
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING AND APPROVING THE FULL RELEASE AND
ASSIGNMENT BETWEEN HANOVER INSURANCE GROUP AND THE VILLAGE OF
CALEDONIA**

The Village Board of the Village of Caledonia do resolve as follows:

WHEREAS, the Village was subject to a loss as a result of a cyber incident in 2023, with a total loss of \$113,382.16;

WHEREAS, the Village has a Crime and Fidelity Policy with a Policy Number BDF-1041122 (the “Crime Policy”) through Hanover Insurance Group (the “Insurer”) jointly purchased with the Village’s insurance company, Cities and Villages Mutual Insurance Company (“CVMIC”);

WHEREAS, the Village submitted a claim in the amount of the total loss to the Insurer on July 17, 2023;

WHEREAS, the Insurer has processed and reviewed the Village’s claim and has determined the claim to be covered by the Crime Policy;

WHEREAS, the Insurer, in consideration of payment of the loss of \$113,382.16 minus a deductible of \$50,000.00 and a recovered amount of \$289.00, will issue a payment of \$63,093.16 under the Crime Policy after signature of a Full Release and Assignment of the claim.

NOW, THEREFORE, BE IT RESOLVED that the Village Board hereby authorizes and approves the Full Release and Assignment attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Village Board that the Village President and Village Clerk are authorized to execute any contract, agreement, or other document necessary to implement this resolution.

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

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston
Village President

Attest: _____

Jennifer Olsen
Village Clerk

EXHIBIT A

Claim No.: 00-00040613 **FULL RELEASE AND ASSIGNMENT**

WHEREAS, Hanover Insurance Group (hereinafter, the “Insurer”) issued Bond/Policy Number BDF-1041122 (hereinafter, the “Policy”), in the penal sum of Two Hundred Fifty Thousand Dollars (\$250,000), providing coverage to Cities Villages Mutual Insurance Company-Village of Caledonia. (hereinafter, the “Insured”) for losses sustained by reason of False Pretense, under the terms and conditions more fully set forth in the Policy; and

WHEREAS, the Insured represents it to be a fact that it has sustained a loss of \$113,382.16 as a result of false pretense, as more fully detailed in its Proof of Loss sworn to on the 17th day of July, 2023 (hereinafter, the “Loss”).

NOW, THEREFORE, in consideration of the payment of the sum of \$63,093.16 (claimed loss less \$289 recovery and \$50,000 deductible) by the Insurer, the receipt of which is hereby acknowledged by the Insured, the Insured and the Insurer agree as follows:

- (1) The Insured forever releases and discharges the Insurer from any and all liability, claims, demands, debts, dues, or causes of action that it now has, had or may hereafter have under the Policy related to the Loss.
- (2) The Insured hereby assigns, sells and transfers to the Insurer all of the Insured’s rights, title and interests relating to the Loss, and all monies that may be recovered up to the \$113,382.16 paid by the Insurer (*if the fraudster is ever located).
- (3) The Insured hereby appoints the Insurer as its attorney-in-fact to employ any and all lawful ways and means to recover any such sums of money at the Insurer’s expense, including but not limited to commencing and prosecuting litigation in the name of the Insured. The Insured understands and agrees that it must do whatever is necessary to secure and enforce the rights transferred through this Agreement, including any actions needed to enable the Insurer to commence or prosecute litigation in the name of the Insured(s).
- (4) The Insured represents and warrants that it: (a) has not previously sold, assigned, or otherwise transferred any interest in the claims, demands, actions, causes of action, or rights that are the subject of this Agreement to any person or entity not a party to this Agreement; and (b) will do nothing to prejudice or compromise the rights that are the subject of this Agreement without first receiving the Insurer’s express written consent.

IN WITNESS WHEREOF, the Insured has executed this Agreement on the ____ day of _____, 20__.

Notary Signature/Seal

Insured Signature/Insured Title

Notary Printed Name

Insured Printed Name

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	060124	06/01/2024 DELTA DENTAL VISI	05/02/2057	895.44	100-21536-000 Vision Deductions
General Fund	498	ACH - DELTA DENTAL	804754	05/28/2024 DELTA DENTAL CLAI	05/28/2024	2,344.20	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	806017	06/03/2024 DELTA DENTAL CLAI	06/03/2024	1,989.16	100-21534-000 Dental Deductions
Total ACH - DELTA DENTAL:						5,228.80	
ACH - EXXON MOBILE BUISINESS PRO							
General Fund	9330	ACH - EXXON MOBILE BUISINE	96273002 - 2	MARCH 2024 FUEL PURCHASE	04/25/2024	950.11	100-35-63200 Fuel, Oil, Fluids
General Fund	9330	ACH - EXXON MOBILE BUISINE	96937728 - 2	FUEL FOR CFD VEHICLES	05/06/2024	1,218.02	100-35-63200 Fuel, Oil, Fluids
General Fund	9330	ACH - EXXON MOBILE BUISINE	96937728 - 2	REBATES AND ADJUSTMENTS	05/06/2024	-130.61	100-35-63200 Fuel, Oil, Fluids
Total ACH - EXXON MOBILE BUISINESS PRO:						2,037.52	
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	GPPI-00108-20	06/01/2024 PETPARTNERS PET	06/01/2024	292.52	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						292.52	
ACH - QUADIENT FINANCE USA INC							
General Fund	3898	ACH - QUADIENT FINANCE USA	RACINE31248	POSTAGE FOR VILLAGE & MET	04/19/2024	1,865.05	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:						1,865.05	
ACH - SUPERFLEET							
Water Utility Fund	1730	ACH - SUPERFLEET	EJ974 042020	FUEL 03/20/24-04/19/2024	04/20/2024	19.02	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	EJ974 042020	FUEL 03/20/24-04/19/2024	04/20/2024	19.02	501-00-63200 Fuel, Oil, Fluids
Water Utility Fund	1730	ACH - SUPERFLEET	EJ974 052020	FUEL 04/20/2024-5/20/2024	05/20/2024	39.99	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	EJ974 052020	FUEL 04/20/2024-5/20/2024	05/20/2024	39.99	501-00-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ9940518202	FUEL FOR CFD VEHICLES	06/03/2024	978.65	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						1,096.67	
ACH - WCA GROUP HEALTH TRUST							
General Fund	9142	ACH - WCA GROUP HEALTH TR	060124	06/01/2024 WCA HEALTH INSUR	05/22/2024	255,143.38	100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:						255,143.38	
ACH - WE ENERGIES							
General Fund	380	ACH - WE ENERGIES	5025349824	STREET LIGHTS 4/13/2024 TO 5	05/16/2024	11,660.85	100-90-64290 Street Lighting
General Fund	380	ACH - WE ENERGIES	5022492512	BILLING PERIOD 4/4/2024 TO 5/	05/09/2024	1,014.65	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5022492512	BILLING PERIOD 4/4/2024 TO 5/	05/09/2024	1,970.08	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5022492512	BILLING PERIOD 4/4/2024 TO 5/	05/09/2024	5,733.48	100-41-64140 Utilities

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	380	ACH - WE ENERGIES	5022492512	BILLING PERIOD 4/4/2024 TO 5/	05/09/2024	3,133.40	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5022492512	BILLING PERIOD 4/4/2024 TO 5/	05/09/2024	615.14	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5022492512	BILLING PERIOD 4/4/2024 TO 5/	05/09/2024	1,301.13	100-90-64290 Street Lighting
Cemetery Fund	380	ACH - WE ENERGIES	5022492512	BILLING PERIOD 4/4/2024 TO 5/	05/09/2024	16.25	220-00-64140 Utilities
Total ACH - WE ENERGIES:						25,444.98	
AERO COMPRESSED GASES							
General Fund	29	AERO COMPRESSED GASES	484232	OXYGEN FOR MEDICAL USE	06/05/2024	47.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:						47.50	
AMBULANCE/EMS REFUND VENDOR							
General Fund	9000	AMBULANCE/EMS REFUND VE	23-003055	06/05/24 AMBULANCE/EMS REF	06/05/2024	408.81	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	23-003160	06/03/2024 AMBULANE/EMS RE	06/03/2024	105.59	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	23-003182	06/05/2024 AMBULANCE/EMS R	06/05/2024	623.40	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	23-2563	6/03/2024 AMBULANCE/EMS RE	06/03/2024	563.40	100-00-46230 Ambulance/EMS Fees
Total AMBULANCE/EMS REFUND VENDOR:						1,701.20	
ART HERBST							
General Fund	9336	ART HERBST	06052024	AFFIDAVITS OF SERVICE (2)	06/05/2024	60.00	100-90-62150 Assessment Services
Total ART HERBST:						60.00	
AURORA HEALTH CARE							
General Fund	155	AURORA HEALTH CARE	881518	5/14/24 PREEMPLOYMENT SCR	06/03/2024	435.00	100-35-51100 Testing/Physicals
Total AURORA HEALTH CARE:						435.00	
AVI SYSTEMS, INC.							
Capital Projects Fund	9296	AVI SYSTEMS, INC.	88965279	LECTURN FOR PSB TRAINING	05/28/2024	1,379.04	400-75-65025 PSB-Village Sourced Bldg Impr
Total AVI SYSTEMS, INC.:						1,379.04	
BADGER METER INC.							
Water Utility Fund	163	BADGER METER INC.	1655394	BADGER METERS; QTY 9	05/03/2024	1,280.21	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	1657969	BADGER METERS; 2	05/15/2024	822.44	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	80158706	BEACON MBL HOSTING SERV	05/02/2024	794.90	500-00-64300 IT Maintenance & Subscriptions
Total BADGER METER INC.:						2,897.55	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
BUILDING PERMIT REFUND VENDOR							
General Fund	271	BUILDING PERMIT REFUND VE	100-23163-100	4913 7 MILE RD DEV. DEPOSIT	06/03/2024	1,921.17	100-23163-100 4913 7 Mile Rd - Rodriguez
General Fund	271	BUILDING PERMIT REFUND VE	2019-463	5820 MARWOOD DR SITE REST	06/03/2024	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	2019-514	903 KAYWOOD DR. SITE REST	06/03/2024	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	2020-087	7126 FOLEY RD SITE RESTORA	06/03/2024	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	2020-404	4608 LA SALLE ST. SITE RESTO	06/03/2024	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	2022-449	705 BROOKVIEW CT SITE REST	06/04/2024	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	22-ROP-09	1529 COUNT TURF LANE ENG.	06/04/2024	500.00	100-23161-000 Road Opening Bonds
Total BUILDING PERMIT REFUND VENDOR:						7,421.17	
BUY RIGHT, INC.							
Water Utility Fund	273	BUY RIGHT, INC.	14873-434187	GREASE & PARTS MASTER	05/20/2024	23.73	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-434187	GREASE & PARTS MASTER	05/20/2024	23.73	501-00-63200 Fuel, Oil, Fluids
Water Utility Fund	273	BUY RIGHT, INC.	14873-434187	GREASE & PARTS MASTER	05/20/2024	28.28	500-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-434187	GREASE & PARTS MASTER	05/20/2024	28.28	501-00-64250 Equipment Repairs & Maintenanc
Total BUY RIGHT, INC.:						104.02	
CITY OF RACINE..							
General Fund	374	CITY OF RACINE..	61415	PROGRAM NEW RADIO	05/13/2024	57.60	100-30-64070 Work Supplies
Total CITY OF RACINE..:						57.60	
CIVIC SYSTEMS, LLC							
General Fund	375	CIVIC SYSTEMS, LLC	CVC24842	ADDITIONAL CIVIC SYSTEMS U	05/28/2024	2,000.00	100-90-64300 IT Maintenance & Subscriptions
Total CIVIC SYSTEMS, LLC:						2,000.00	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	712986	MANILLA FOLDERS	05/29/2024	12.64	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	716097	COPY PAPER	06/05/2024	45.70	100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:						58.34	
D & S TECHNOLOGIES LLC							
General Fund	436	D & S TECHNOLOGIES LLC	241	2024-2025 TELEPHONE SYSTE	05/22/2024	4,400.00	100-90-62300 Office Equipment Rental & Main
Total D & S TECHNOLOGIES LLC:						4,400.00	
D.W. DAVIES & CO							
Water Utility Fund	437	D.W. DAVIES & CO	1642580	DRUM DEPOSIT & KILL WEED	05/07/2024	553.42	500-00-64260 Grounds Repairs & Maintenance
Sewer Utility Fund	437	D.W. DAVIES & CO	1642580	DRUM DEPOSIT & KILL WEED	05/07/2024	553.43	501-00-64260 Grounds Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Water Utility Fund	437	D.W. DAVIES & CO	1643257	KILL WEED	05/24/2024	388.87	500-00-64260 Grounds Repairs & Maintenance
Sewer Utility Fund	437	D.W. DAVIES & CO	1643257	KILL WEED	05/24/2024	388.88	501-00-64260 Grounds Repairs & Maintenance
Water Utility Fund	437	D.W. DAVIES & CO	4005267	DRUM DEPOSIT CREDIT	05/24/2024	-1.50	500-00-64260 Grounds Repairs & Maintenance
Sewer Utility Fund	437	D.W. DAVIES & CO	4005267	DRUM DEPOSIT CREDIT	05/24/2024	-1.50	501-00-64260 Grounds Repairs & Maintenance
Total D.W. DAVIES & CO:						1,881.60	
DELUXE BUSINESS CHECKS							
General Fund	499	DELUXE BUSINESS CHECKS	9004740596	PAYROLL CHECK STOCK; QTY	05/29/2024	416.35	100-14-64070 Work Supplies
Total DELUXE BUSINESS CHECKS:						416.35	
DORNER COMPANY							
Sewer Utility Fund	551	DORNER COMPANY	511014	AIR & PLUG VALVES	05/17/2024	69,163.66	501-00-64250 Equipment Repairs & Maintenan
Total DORNER COMPANY:						69,163.66	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	89745	RIVER BEND LIFT STATION SAF	04/19/2024	791.20	501-18709-000 CIP-Riverbend
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	89746	TID 5 DOMINICAN LIFT STATION	04/19/2024	938.40	501-00-64250 Equipment Repairs & Maintenan
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	89748	TID 5 CENTRAL LIFT STATION	04/19/2024	66,247.83	501-18737-000 CIP-Central Attenuation Basin
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	89751	HOODS CREEK ATTENUATION	04/19/2024	1,958.60	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	89752	WASHINGTON MEADOWS WAT	04/19/2024	368.00	500-00-64270 Infrastructure Maintenance
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	89756	SUNDANCE HEIGHTS WATER M	04/19/2024	11,431.20	500-18738-107 CIP - SUNDANCE HEIGHTS
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	89757	CALEDONIA WATER SERVICE I	04/19/2024	219.00	500-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	89758	CUD GENERAL ENGINEERING	04/19/2024	634.20	500-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	89758	CUD GENERAL ENGINEERING	04/19/2024	2,855.50	501-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	89759	3241 STH 31 SEWER & WATER	04/19/2024	366.00	501-00-61340 Engineering Design Charges
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	89922	BADGERLAND DEVELOPMENT I	05/06/2024	675.85	414-23163-002 Caledonia Corp P-Intersections
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	90343	RIVER BEND LIFT STATION SAF	05/24/2024	2,699.40	501-18709-000 CIP-Riverbend
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	90344	TID 5 CENTRAL LIFT STATION	05/24/2024	83,858.99	501-18737-000 CIP-Central Attenuation Basin
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	90345	ADAMS ROAD WATER MAIN EX	05/24/2024	5,822.60	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	90347	ADAMS ROAD ELEVATED STOR	05/24/2024	18,444.30	414-00-61000 Professional Services
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	90348	SUNDANCE HEIGHTS WATER M	05/24/2024	20,825.40	500-18738-107 CIP - SUNDANCE HEIGHTS
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	90349	CALEDONIA WATER SERVICE I	05/24/2024	749.00	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	90351	CUD GENERAL ENGINEERING	05/24/2024	276.00	501-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	90351	CUD GENERAL ENGINEERING	05/24/2024	1,361.36	501-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						220,522.83	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15889-1	#213 OIL CHANGE	04/15/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16029	#216 REPLACE BATTERY	05/17/2024	281.94	100-30-63300 Vehicle Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16042	#205 OIL CHANGE	05/22/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16043	#206 OIL CHANGE	05/22/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16054	#213 OIL CHANGE	05/23/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16055	#201 OIL CHANGE	05/23/2024	62.83	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16068	#217 OIL CHANGE	05/28/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						643.47	
G & F EXCAVATING							
Water Utility Fund	687	G & F EXCAVATING	36094	DRAIN TILE REPAIR @3100 - 6	05/10/2024	1,165.00	500-00-64270 Infrastructure Maintenance
Total G & F EXCAVATING:						1,165.00	
GRAINGER							
Water Utility Fund	3290	GRAINGER	9112478095	WATER HOSE ASSEMBLY	05/08/2024	83.85	500-00-64070 Work Supplies
Sewer Utility Fund	3290	GRAINGER	9112478095	WATER HOSE ASSEMBLY	05/08/2024	83.85	501-00-64070 Work Supplies
Storm Water Utility Fund	3290	GRAINGER	9112478095	WATER HOSE ASSEMBLY	05/08/2024	83.85	502-00-64070 Work Supplies
Total GRAINGER:						251.55	
GREEN TREE CLEANERS							
Donation Fund	754	GREEN TREE CLEANERS	8727	FRIESEMA HONOR GUARD UNI	05/14/2024	22.60	250-30-64190 Police Dept Donations
Donation Fund	754	GREEN TREE CLEANERS	8758	HANLEY HONOR GUARD UNIFO	05/17/2024	29.43	250-30-64190 Police Dept Donations
Total GREEN TREE CLEANERS:						52.03	
HENRY SCHEIN							
General Fund	794	HENRY SCHEIN	84846834	GLOVES	05/01/2024	146.80	100-30-64070 Work Supplies
Total HENRY SCHEIN:						146.80	
IMPERIAL BAG & PAPER CO, LLC DBA KRANZ							
General Fund	1097	IMPERIAL BAG & PAPER CO, LL	1800445-00	NON ACIDIC DISINFECTANT CL	05/23/2024	46.03	100-35-64100 Janitorial Supplies
Total IMPERIAL BAG & PAPER CO, LLC DBA KRANZ:						46.03	
INDUSTRIAL NETWORKING SOLUTIONS							
General Fund	9206	INDUSTRIAL NETWORKING SO	INV-1660182	PEPLINK WIRE	05/16/2024	31.55	100-30-64070 Work Supplies
Total INDUSTRIAL NETWORKING SOLUTIONS:						31.55	
JOURNAL TIMES							
General Fund	1565	JOURNAL TIMES	143624	ORDINANCE 2024-02 SUMMAR	05/30/2024	149.89	100-60-64010 Notifications/Publications

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1565	JOURNAL TIMES	143849	NOTICE TO ADJOURN BOARD	05/30/2024	16.43	100-90-62150 Assessment Services
General Fund	1565	JOURNAL TIMES	143894	PUBLIC HEARING NOTICE 3426	05/30/2024	63.17	100-23163-108 3426 Stephan Rd - Diamond Towe
General Fund	1565	JOURNAL TIMES	145732	ORDINANCE 2024-05 SUMMAR	05/30/2024	137.51	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	145780	PH NOTICE FOR FIRE STATION	05/30/2024	41.67	100-60-64010 Notifications/Publications
Total JOURNAL TIMES:						408.67	
K & M TIRES DELPHOS							
General Fund	1022	K & M TIRES DELPHOS	310099529	6 TIRES	05/15/2024	801.66	100-30-63300 Vehicle Repairs & Maintenance
Total K & M TIRES DELPHOS:						801.66	
KAEREK HOMES INC							
General Fund	1023	KAEREK HOMES INC	2019-596	3951 SIENNA CT SITE RESTOR	06/03/2024	1,000.00	100-23160-000 Clean-Up Bonds
Total KAEREK HOMES INC:						1,000.00	
KORTENDICK HARDWARE							
Water Utility Fund	1096	KORTENDICK HARDWARE	164720	POLY ROPE, ROUND BASE MAG	04/17/2024	15.64	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	164720	POLY ROPE, ROUND BASE MAG	04/17/2024	15.63	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	164732	AIR FILTER	04/18/2024	7.73	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	164732	AIR FILTER	04/18/2024	7.73	501-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	164860	ROTATING NOZZLE, QUICK CO	04/24/2024	145.41	501-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	164882	MOUNTING HARDWARE, HOLE	04/25/2024	33.81	501-00-64250 Equipment Repairs & Maintenan
Water Utility Fund	1096	KORTENDICK HARDWARE	165064	CUP BRUSH, WIRE CUP COUR	05/03/2024	14.21	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	165064	CUP BRUSH, WIRE CUP COUR	05/03/2024	14.20	501-00-64070 Work Supplies
Storm Water Utility Fund	1096	KORTENDICK HARDWARE	165287	BUTANE CYLINDER, BUTANE T	05/15/2024	37.41	502-00-64250 Equipment Repairs & Maintenan
Sewer Utility Fund	1096	KORTENDICK HARDWARE	165482	CONDUIT LOCKNUT, NIPPLE, &	05/23/2024	6.98	501-00-64250 Equipment Repairs & Maintenan
Cemetery Fund	1096	KORTENDICK HARDWARE	45418	SERVICE START UP AND REPAI	05/29/2024	191.86	220-00-62700 Grounds Services
Total KORTENDICK HARDWARE:						490.61	
LAKESIDE INTERNATIONAL TRUCKS							
General Fund	1125	LAKESIDE INTERNATIONAL TR	2059763	#207 BREAK LINE INSPECTION	04/16/2024	444.63	100-30-63300 Vehicle Repairs & Maintenance
Total LAKESIDE INTERNATIONAL TRUCKS:						444.63	
LANDMARK TITLE OF RACINE, INC.							
Storm Water Utility Fund	1133	LANDMARK TITLE OF RACINE, I	73235-1	LETTER REPORT - 9918 DUNKE	03/29/2024	85.00	502-00-61100 Legal Fees
Total LANDMARK TITLE OF RACINE, INC.:						85.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
LESMAN INSTRUMENT CO.							
Sewer Utility Fund	1163	LESMAN INSTRUMENT CO.	PSI293376	RADAR LEVEL TRANSMITTER &	04/25/2024	1,573.00	501-00-64240 Building Repairs & Maintenance
Total LESMAN INSTRUMENT CO.:						1,573.00	
LINCOLN CONTRACTORS SUPPLY							
Water Utility Fund	1172	LINCOLN CONTRACTORS SUP	197982	TRANSPORT CHAIN W/ GRAB H	05/09/2024	85.32	500-00-64070 Work Supplies
Sewer Utility Fund	1172	LINCOLN CONTRACTORS SUP	197982	TRANSPORT CHAIN W/ GRAB H	05/09/2024	85.32	501-00-64070 Work Supplies
Storm Water Utility Fund	1172	LINCOLN CONTRACTORS SUP	197982	TRANSPORT CHAIN W/ GRAB H	05/09/2024	85.33	502-00-64070 Work Supplies
Total LINCOLN CONTRACTORS SUPPLY:						255.97	
MACQUEEN EQUIPMENT							
Water Utility Fund	9334	MACQUEEN EQUIPMENT	P33523	COUPLERS, QUICK CLAMPS, &	04/08/2024	209.53	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	9334	MACQUEEN EQUIPMENT	P33523	COUPLERS, QUICK CLAMPS, &	04/08/2024	628.58	501-00-63300 Vehicle Repairs & Maintenance
Total MACQUEEN EQUIPMENT:						838.11	
MAYER REPAIR							
General Fund	1260	MAYER REPAIR	20725s	REPAIRS TO A/C SYSTEM ON M	05/23/2024	487.00	100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:						487.00	
MEDPRO MIDWEST GROUP							
General Fund	1268	MEDPRO MIDWEST GROUP	00021516	SERVICE ON POWER LOAD CO	05/29/2024	422.00	100-35-62100 Contracted Services
Total MEDPRO MIDWEST GROUP:						422.00	
MENARDS RACINE							
Sewer Utility Fund	1281	MENARDS RACINE	85328	COUPLER LOCK, 4 OUT WKSH	04/19/2024	151.13	501-00-64250 Equipment Repairs & Maintenance
Water Utility Fund	1281	MENARDS RACINE	86434	SEVIN, TANK SPRAYER, BACK	05/08/2024	112.95	500-00-64260 Grounds Repairs & Maintenance
Sewer Utility Fund	1281	MENARDS RACINE	86434	SEVIN, TANK SPRAYER, BACK	05/08/2024	112.95	501-00-64260 Grounds Repairs & Maintenance
Water Utility Fund	1281	MENARDS RACINE	86840	BACKPACK SPRAYER	05/14/2024	-87.50	500-00-64260 Grounds Repairs & Maintenance
Sewer Utility Fund	1281	MENARDS RACINE	86840	BACKPACK SPRAYER	05/14/2024	-87.49	501-00-64260 Grounds Repairs & Maintenance
General Fund	1281	MENARDS RACINE	86847	PAINT, BRUSH, LYNCHPIN, GRI	05/14/2024	137.37	100-41-64070 Work Supplies
General Fund	1281	MENARDS RACINE	87047	POST CAP; HAND PUMP INFLAT	05/17/2024	42.85	100-70-64070 Work Supplies
Total MENARDS RACINE:						382.26	
MID AMERICA							
General Fund	9304	MID AMERICA	0256440	1Q24 ADMIN/PLATFORM FEE	06/04/2024	1,800.00	100-90-61000 Professional Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total MID AMERICA:						1,800.00	
MILWAUKEE AREA TECHNICAL COLLEGE							
General Fund	1334	MILWAUKEE AREA TECHNICAL	700	CHRISTENSEN FIREARM INSTR	05/24/2024	303.44	100-30-51300 Education/Training/Conferences
Total MILWAUKEE AREA TECHNICAL COLLEGE:						303.44	
NASSCO, INC.							
General Fund	1371	NASSCO, INC.	6428407	PACIFIC BLUE MULTI FOLD PAP	05/22/2024	159.20	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:						159.20	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	45926	JUNE 2024 OFFICE ANYWHERE	05/02/2024	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	45926	JUNE 2024 OFFICE ANYWHERE	05/02/2024	300.00	501-00-64300 IT Maintenance & Subscriptions
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	45990	COPIER METERING SOFTWAR	05/14/2024	65.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	45990	COPIER METERING SOFTWAR	05/14/2024	65.00	501-00-64300 IT Maintenance & Subscriptions
Total NETWORK SPECIALIST OF RACINE, INC.:						730.00	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2406210	DRINKING WATER QUARTERLY	04/25/2024	275.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2406782	2024 WDNR DRINKING WATER	05/02/2024	29.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2407132	2024 ANNUAL TESTING REQUIR	05/09/2024	30.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2407618	2024 WDNR DRINKING WATER	05/16/2024	715.56	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						1,049.56	
OAK CREEK WATER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5335	APR-24; WATER TESTS	04/19/2024	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5342	MAY-24; WATER TESTS	05/06/2024	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5347	WATER TESTS	05/22/2024	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:						1,095.00	
ONTECH SYSTEMS, INC							
General Fund	1071	ONTECH SYSTEMS, INC	91434	MAY-24; DIRECT IT TICKET SUP	05/16/2024	8,685.40	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	91541	MAY-24; MONTHLY ONLINE DAT	05/16/2024	1,575.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	91951	MAY-24; MANAGED IT SERVICE	05/31/2024	4,317.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	92258	MAY-24; IT INFRASTRUCTURE	05/31/2024	1,050.00	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	93132	MAY-24; DIRECT IT TICKET SUP	05/31/2024	7,098.32	100-90-64310 IT Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total ONTECH SYSTEMS, INC:						22,725.72	
PARKER POWER							
Water Utility Fund	1447	PARKER POWER	16770	AIR FILTERS & FUEL FILTERS	04/09/2024	21.22	500-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	1447	PARKER POWER	16770	AIR FILTERS & FUEL FILTERS	04/09/2024	21.23	501-00-64250 Equipment Repairs & Maintenanc
Water Utility Fund	1447	PARKER POWER	16852	AIR FILTER	04/23/2024	9.43	500-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	1447	PARKER POWER	16852	AIR FILTER	04/23/2024	9.42	501-00-64250 Equipment Repairs & Maintenanc
Total PARKER POWER:						61.30	
PARKER POWER EQUIPMENT							
Water Utility Fund	826	PARKER POWER EQUIPMENT	16917	NEW HOLLAND TRACTOR HYD	05/06/2024	66.50	500-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	826	PARKER POWER EQUIPMENT	16917	NEW HOLLAND TRACTOR HYD	05/06/2024	66.50	501-00-64250 Equipment Repairs & Maintenanc
Water Utility Fund	826	PARKER POWER EQUIPMENT	16927	NEW HOLLAND TRACTOR HYD	05/07/2024	70.35	500-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	826	PARKER POWER EQUIPMENT	16927	NEW HOLLAND TRACTOR HYD	05/07/2024	70.35	501-00-64250 Equipment Repairs & Maintenanc
Water Utility Fund	826	PARKER POWER EQUIPMENT	17039	GASKET, BLADE, SHIPPING	05/30/2024	55.42	500-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	826	PARKER POWER EQUIPMENT	17039	GASKET, BLADE, SHIPPING	05/30/2024	55.41	501-00-64250 Equipment Repairs & Maintenanc
Total PARKER POWER EQUIPMENT:						384.53	
PATS SERVICES INC.							
Recycling Fund	1462	PATS SERVICES INC.	A-266947	PORTABLE TOILET RENTAL - C	05/21/2024	120.00	241-00-62100 Contracted Services
Total PATS SERVICES INC.:						120.00	
POLICE AND SHERIFFS PRESS							
General Fund	868	POLICE AND SHERIFFS PRESS	191983	ID CARDS	04/23/2024	32.60	100-30-64030 Office Supplies
Total POLICE AND SHERIFFS PRESS:						32.60	
POMPS TIRE SERVICE							
General Fund	1517	POMPS TIRE SERVICE	160151011	TIRE REPAIR ON Q-10	05/29/2024	89.00	100-35-63300 Vehicle Repairs & Maintenance
Total POMPS TIRE SERVICE:						89.00	
PRIME MEDIA							
General Fund	9191	PRIME MEDIA	0251318-IN	SQUAD PAPER	05/21/2024	177.60	100-30-64070 Work Supplies
Total PRIME MEDIA:						177.60	
RACINE WATER & WASTEWATER UTILITIES							
Water Utility Fund	1574	RACINE WATER & WASTEWATE	WAINV-17302	Q1 2024 WATER SAMPLES	04/25/2024	1,350.00	500-00-62560 Water Sampling and Testing

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total RACINE WATER & WASTEWATER UTILITIES:						1,350.00	
RAY HINTZ INC.							
Water Utility Fund	1592	RAY HINTZ INC.	65127	4 YARDS PTS X4	05/06/2024	560.00	500-00-64270 Infrastructure Maintenance
Water Utility Fund	1592	RAY HINTZ INC.	65132	4 YARDS PTS	05/07/2024	140.00	500-00-64270 Infrastructure Maintenance
Total RAY HINTZ INC.:						700.00	
REVERE ELECTRIC							
Storm Water Utility Fund	1629	REVERE ELECTRIC	S4898857.002	200A SPL PLG ASSY 2.500	04/22/2024	1,347.57	502-00-64250 Equipment Repairs & Maintenanc
Water Utility Fund	1629	REVERE ELECTRIC	S5123457.001	TERMINAL RING, LOOSE PIECE	04/29/2024	116.47	500-00-64070 Work Supplies
Sewer Utility Fund	1629	REVERE ELECTRIC	S5123457.001	TERMINAL RING, LOOSE PIECE	04/29/2024	116.48	501-00-64070 Work Supplies
Storm Water Utility Fund	1629	REVERE ELECTRIC	S5123457.001	TERMINAL RING, LOOSE PIECE	04/29/2024	116.48	502-00-64070 Work Supplies
Total REVERE ELECTRIC:						1,697.00	
RGIBBS LLC							
General Fund	9335	RGIBBS LLC	05032024	INVESTIGATING OFFICER INVO	05/24/2024	645.00	100-30-51300 Education/Training/Conferences
Total RGIBBS LLC:						645.00	
SJE, INC.							
Sewer Utility Fund	1119	SJE, INC.	CD99522583	REPAIR THIRD PUMP AT MAIN L	04/24/2024	29,356.00	501-18737-000 CIP-Central Attenuation Basin
Sewer Utility Fund	1119	SJE, INC.	CD99522585	HCAB UNDERDRAIN PUMP ME	04/24/2024	1,694.59	501-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	1119	SJE, INC.	CD99522621	RIVERBEND LS REPAIR A FN T6	04/24/2024	465.00	501-00-64250 Equipment Repairs & Maintenanc
Total SJE, INC.:						31,515.59	
SQUARE ONE HEATING & COOLING							
General Fund	1840	SQUARE ONE HEATING & COO	i41083	DPW - HVAC MAINTENANCE	02/28/2024	411.72	100-41-64240 Building Repairs & Maintenance
General Fund	1840	SQUARE ONE HEATING & COO	i41083	DPW - HVAC CREDIT	02/28/2024	-150.00	100-41-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:						261.72	
STREICHERS							
General Fund	1895	STREICHERS	11697489	SUCHER NAME TAG CLOTH	05/03/2024	11.99	100-30-50290 Other Personnel Benefits
General Fund	1895	STREICHERS	11697877	VANDE VUSSE VEST	05/07/2024	1,000.00	100-30-50290 Other Personnel Benefits
Total STREICHERS:						1,011.99	
STRUCKN DESIGN							
Capital Projects Fund	9199	STRUCKN DESIGN	1978	SQUAD GRAPHICS 210,219,215,	04/21/2024	2,900.00	400-30-65040 Equipment-Vehicles

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total STRUCKN DESIGN:						2,900.00	
TELEFLEX							
General Fund	9037	TELEFLEX	9508498413	EZ IO NEEDLE	06/05/2024	562.50	100-35-64280 Medical Supplies
Total TELEFLEX:						562.50	
TOTAL ENERGY SYSTEMS LLC							
Sewer Utility Fund	1999	TOTAL ENERGY SYSTEMS LLC	INV113040	GENERATOR REPAIR - CRESTV	01/25/2024	1,622.06	501-00-64250 Equipment Repairs & Maintenanc
TOTAL ENERGY SYSTEMS LLC:						1,622.06	
ULINE							
Water Utility Fund	2030	ULINE	177066631	HEALTH CARE RESPIRATOR, U	04/18/2024	375.78	500-00-64100 Janitorial Supplies
Sewer Utility Fund	2030	ULINE	177066631	HEALTH CARE RESPIRATOR, U	04/18/2024	375.78	501-00-64100 Janitorial Supplies
Water Utility Fund	2030	ULINE	177066631	HEALTH CARE RESPIRATOR, U	04/18/2024	177.79	500-00-64070 Work Supplies
Sewer Utility Fund	2030	ULINE	177066631	HEALTH CARE RESPIRATOR, U	04/18/2024	177.79	501-00-64070 Work Supplies
General Fund	2030	ULINE	178382176	EVIDENCE TAPE	05/20/2024	290.29	100-30-64070 Work Supplies
General Fund	2030	ULINE	178500932	BOXES FOR BUREAU PHONE S	05/22/2024	21.75	100-30-64070 Work Supplies
Total ULINE:						1,419.18	
UNIFIRST CORPORATION							
General Fund	2035	UNIFIRST CORPORATION	1470046424	MAY-24; COVERALLS & RAGS	05/22/2024	124.67	100-41-62100 Contracted Services
Total UNIFIRST CORPORATION:						124.67	
VON BRIESEN & ROPER SC							
General Fund	2091	VON BRIESEN & ROPER SC	457948	SOUTH HILLS PROJ./TID 4 - 02	05/10/2024	414.00	100-23163-109 Ashley Capital
Total VON BRIESEN & ROPER SC:						414.00	
WISCONSIN DNR - ENVIRONMENTAL FEES							
Storm Water Utility Fund	2178	WISCONSIN DNR - ENVIRONME	252241880-20	2024 STORM WATER PERMIT F	05/03/2024	3,000.00	502-00-64500 Permits & Fees
Total WISCONSIN DNR - ENVIRONMENTAL FEES:						3,000.00	
WISCONSIN DOCUMENT IMAGING							
Water Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	250586	MAY-24; COPIER/PRINTER USE	05/30/2024	14.05	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	250586	MAY-24; COPIER/PRINTER USE	05/30/2024	14.04	501-00-64060 Copying & Printing
General Fund	9249	WISCONSIN DOCUMENT IMAGI	250586	MAY-24; COPIER/PRINTER USE	05/30/2024	654.15	100-90-62300 Office Equipment Rental & Main

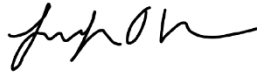
Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total WISCONSIN DOCUMENT IMAGING:						682.24	
Grand Totals:						689,814.02	

PAYMENT TOTALS BY FUND

Capital Projects Fund	\$ 4,279.04
Cemetery Fund	\$ 208.11
Donation Fund	\$ 52.03
General Fund	\$341,457.47
Recycling Fund	\$ 120.00
Sewer Utility Fund	\$268,749.52
Storm Water Utility Fund	\$ 4,755.64
TID #4 Fund	\$ 24,942.75
Water Utility Fund	\$ 45,249.46
TOTALS	\$ 689,814.02

MEMORANDUM

Date: June 6, 2024
To: Village Board
From: Jennifer Olsen
Village Clerk/Treasurer



Re: 2024-2025 Liquor License Renewals

The liquor license renewal applicants listed in the attachment have completed all application requirements, and payment of at least the minimum required \$25 publication fee has been received by the Village Clerk's office.

All applicants have had record checks performed and no disqualifying records were found.

Upon Village Board approval of the above references liquor licenses, the Village Clerk's office will conduct a review of all delinquent payments to the Village of Caledonia and the Racine County Treasurer for real estate property tax, personal property tax, and other charges, assessments, or judgments.

Village Board approved licenses will not be issued to the applicant until all license fees have been paid in full, and all delinquent payments have been made. Alcohol beverage distributors may also contact the Clerk's office to request a license hold for unpaid liquor bills.

2024-2025 Liquor License Renewals – Round 1

CLASS “A”

Pilot Travel Centers LLC (DBA Pilot Travel Center #324) 13712 Northwestern Ave, Franksville, WI 53126. Charles Kosei, Agent, 900 West Potomac Dr, Oak Creek, WI 53154

Speedway, LLC (DBA Speedway 4450) 4960 Douglas Ave, Racine, WI 53402. Micah Snyder, 1423 Buchanan St, Racine, WI 53402

“CLASS A”

Billy’s LLC (DBA Billy’s) 414 3 Mile Rd, Racine, WI 53402. Balvir Singh, Agent, 3608 Douglas Avenue #414, Racine, WI 53402

Buca’s Bar & Grill, LLC (DBA Buca’s Bar & Grill) 4234 Douglas Avenue, Racine, WI 53402. Jeanne Kroes, Agent, 2401 Erie St, Racine, WI 53402

Caledonia C-Store, LLC (DBA Sai Mart) 13600 7 Mile Road, Caledonia, WI 53108. Dwarika Singh, Agent, 3640 Pilgrim Road, Brookfield, WI 53005

Franksville Liquors, LLC (DBA Ayra’s Franksville) 10502 Northwestern Ave, Franksville, WI 53126. Sachin Patel, Agent, 3823 Meachem Rd, Mt. Pleasant, WI 53403

Jeevan, LLC (DBA Arbee’s Liquor Store) 4606 Douglas Ave, Racine, WI 53402. Priyank Patel, Agent, 3550 Wood Rd, Racine, WI 53406

Mega Marts, LLC (DBA Pick ‘n Save #6378) 5111 Douglas Ave, Racine, WI 53402. Camden Roach, Agent, S83W27200 Hillview Dr, Mukwonago, WI 53149

Rehmat, LLC (DBA Deli-Food Xpress) 3100 6 Mile Rd, Racine, WI 53402. Chirag Ajmeri, Agent, 2714 4 ½ Mile Rd, Racine, WI 53402

SAIFI, LLC (DBA Ayra’s Liquor & Cigar) 6900 Hwy 31, Racine, WI 53402. Saifi Ajmeri, Agent, 1617 Shore Dr, Racine, WI 53402

Walgreen Co (DBA Walgreens #06243) 5005 Douglas Ave, Racine, WI 53402. Katie Niesen, Agent, 1515 Shore Dr, Racine, WI 53402

“CLASS B”

Bear Country, Inc. (DBA Bear Paw Beach) 10006 7 Mile Road, Caledonia, WI 53108. Theresa Isaacson, Agent, 10602 S. Greenway Dr, Oak Creek, WI 53154

Brossman’s Bar, LLC (DBA Brossman’s Bar) 3241 Hwy H, Franksville WI 53126. Ronald Keith Brossman, Sr., Agent, 829 Augusta St, Racine, WI 53402

DeMark Enterprises, Inc. (DBA Oh! Dennis Saloon & Charcoal House) 4301 Douglas Ave, Racine, WI 53402. Jo Ann DeMark, Agent, 3657 Hennepin Pl, Racine, WI 53402

Dukes Corner Connection (DBA Corner Connection) 6961 Douglas Ave., Racine, WI 53402. Dusan Jankovic, Agent, 7854 55th Ave, Kenosha WI 53142

Fenkl Enterprise LLC (DBA Cari & Ron’s Cham North) 4653 Douglas Ave., Racine WI 53402. Ronald Fenkl, Agent, 3117 Hamilton St, Racine, WI 53403

Giovanni DeRango & Giovanni DeRango, LLC (DBA DeRango the Pizza King) 4621 6 Mile Rd, Racine, WI 53402. Anthony DeRango, Agent, 222 Hwy V, Mt. Pleasant, WI 53177

Gustin Enterprises, Inc. (DBA Witt's Bar & Grill) 11601 Hwy G, Caledonia WI 53108. Scott Gustin, Agent, 10270 W 5 Mile Rd, Franksville, WI 53126

Harvey Funk Post No 494 of the American Legion Dept of WI (DBA Harvey Funk American Legion Post #494) 4226 Michel Ct., Franksville, WI 53126. Candace Rothering, Agent, 200 Echo Ln, Racine, WI 53406

JD&K Management Inc. (DBA Catering by Danny) 5844 Douglas Ave, Racine, WI 53402. Daniel R. Johnson, Agent, 16330 Plank Rd, Union Grove, WI 53182

Joey's West LLC (DBA Joey's West) 9825 Kraut Rd, Franksville, WI 53126. Joseph G. LeGath, Agent, 4 Gaslight Dr #101, Racine, WI 53403

OMG, LLC (DBA OMG) 6337 Douglas Ave, Racine WI 53402. Angela Bowen, Agent, 12714 7 ½ Mile Rd, Caledonia, WI 53108

Milaeger's, Inc. (DBA Milaeger's) 4838 Douglas Ave, Racine, WI 53402. Kevin D. Milaeger, Agent, 608 Water's Edge Dr, Racine, WI 53402

Mulligan's Mini Golf, Inc. (DBA Buddy's Sports Grill) 6633 Douglas Ave., Racine, WI 53402. Stanley J. Matson, Agent, 5521 Whirlaway Ln, Racine, WI 53402

Racine Lodge No. 437 Loyal Order of Moose Inc. (DBA Racine Moose Family Center #437) 5530 Middle Rd, Racine, WI 53402. Brenda Wishau, Agent, 5840 Leawood Ln, Racine WI 53402

Saloon at Hwy H, LLC (DBA Tavern on H) 3311 County Hwy H, Franksville, WI 53126. Jori Antonneau, Agent, 5910 Indigo Dr, Mt. Pleasant, WI 53406

Soup Shanty LLC (DBA Soup Shanty) 6022 Douglas Ave, Racine, WI 53402. Cherie M. Bangust, Agent, 6733 Brian Dr, Racine, WI 53402

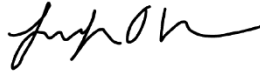
Stallion on 38 LLC (DBA Tailgaters) 7641 State Hwy 38, Caledonia, WI 53108. Hasan Salem, Agent, 3730 E. American Ave, Oak Creek, WI 53154

TBG's of Racine, Inc. (DBA Mosquito Inn) 3208 4 Mile Rd, Racine, WI 53404. Chad Londre, Agent, 5618 Independence Rd, Mt. Pleasant, WI 53406

Witkowski, Suzanne (DBA Husher Pub & Grill) 9002 6 Mile Rd, Caledonia, WI. Suzanne Witkowski, Agent, 3578 S. 16th St, Milwaukee, WI 53221

MEMORANDUM

Date: June 6, 2024
To: Village Board
From: Jennifer Olsen
Village Clerk/Treasurer
Re: Commission Appointments



The following appointments have been made by Village President Tom Weatherston, subject to approval by the Village Board, for seats vacated in April 2024.

1. Plan Commission – Jeff Hintz
Effective: 6/11/2024
First meeting: 6/24/2024
Term expires: 4/2027
2. Utility District Commission – Kathleen Trentadue
Effective: 6/11/2024
First meeting: 7/3/2024
Term expires: 4/2027

**RESOLUTION 2024-072
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING A SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT AND FIFTH AMENDMENT TO LOAN
AGREEMENT BOTH WITH CCM-CALEDONIA, LLC AND CARDINAL CAPITAL
MANAGEMENT, INC. FOR LANDS WITHIN TAX INCREMENTAL DISTRICT
NO. 5 FOR A RESIDENTIAL CONDOMINIUM DEVELOPMENT CALLED
WATERS EDGE PLACE**

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

WHEREAS, the Village of Caledonia created Tax Incremental District No. 5 (“TID 5”) as a “rehabilitation – conservation” district; and

WHEREAS, Village, CCM-Caledonia, LLC and Cardinal Capital Management, Inc. entered into an Amended and Restated Development Agreement for development within TID 5 dated as of July 11, 2023, once amended April 9, 2024, and Fourth Amendment to Loan Agreement dated as of April 9, 2024 for the development of property for a residential condominium development planned with certain financial participation by the Village. The parties desire to amend and update both agreements addressing the timeline for certain improvements and obligations;

BE IT RESOLVED THAT, the Second Amended and Restated Development Agreement as set forth in **Exhibit A** is authorized and approved, and the Village President and Village Clerk are authorized to execute said Second Amended and Restated Development Agreement and the Village Administrator and authorized Village Staff are authorized to take such actions as are consistent with and as provided for in the Development Agreement;

BE IT FURTHER RESOLVED THAT, the Fifth Amendment to Loan Agreement as set forth in **Exhibit B** is authorized and approved, and the Village President and Village Clerk are authorized to execute said Fifth Amendment to Loan Agreement and the Village Administrator and authorized Village Staff are authorized to take such actions as are consistent with and as provided (as amended and restated) for in the Fifth Amendment.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

770272.150(1)

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF CALEDONIA AND
CCM-CALEDONIA, LLC FOR
WATERS EDGE PLACE**

THIS SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of _____, 2024 by and between **CCM-CALEDONIA, LLC**, a Wisconsin limited liability company, its successors and/or assigns (“Developer”), and **CARDINAL CAPITAL MANAGEMENT, INC.**, a Wisconsin corporation and/or its successors and assigns (“Guarantor”) and the **VILLAGE OF CALEDONIA, WISCONSIN**, a Wisconsin municipal corporation (“Village”), collectively the “Parties”.

RECITALS

Village, Developer and Guarantor acknowledge the following:

A. Developer is the owner of that certain real property legally described in Exhibit A, attached hereto (the “Property”).

B. The Property is located within the boundaries of Tax Incremental District No. 5, Village of Caledonia, Wisconsin (the “District”). Pursuant to Wis. Stat. § 66.1105 (the “Tax Increment Law”), the Village adopted a project plan for redevelopment within the District on June 17, 2019, (the “Project Plan”).

C. Village, Developer and Guarantor entered into an Amended and Updated Development Agreement, dated as of July 11, 2023. The Parties desire to both amend and restate all prior agreements, in their entirety, with this Agreement.

D. Based upon an updated market analysis, Developer’s design concept for the Property has changed. Developer now intends to construct approximately 93 units in a residential condominium complex on the Property, with an estimated development cost of at least \$60,000,000 (the “Project”). It is acknowledged that development of the Project as described in this recital will be consistent with the Project Plan.

E. The Village acknowledges that diversity of housing types is needed and in particular, that there is a shortage of housing choices in the Village and surrounding communities. The Racine Economic Development Corporation retained Ehlers, Inc. (“Ehlers”), The Lakota Group, Market and Feasibility Advisors and Foth Companies to undertake a Racine County Development Study which recommended that “the demands for supplier facilities, housing for temporary and permanent workforce and infrastructure demands to support...private investment may require financial commitments from local governments” and that tax incremental financing is an important financial tool to make such projects financially feasible.

F. The Village desires to expand the Village’s housing stock, including residential housing with a density of about 8 units per acre, within the District and upon the Property. The Village finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the Village and its residents and will serve a public purpose in accordance with state and local law.

G. The development of the Project would not occur without the financial participation of the Village as set forth in this Agreement. The Village has performed a sensitivity analysis with respect to Developer’s updated financial pro forma for the Project (the “Pro-Forma”), and has confirmed that Developer’s assumptions are reasonable and that the Village’s financial participation is necessary to provide a market-rate return and to attract private investment consistent with the Pro-Forma.

H. The Village, pursuant to Village Board action dated June __, 2024, has approved this Agreement and authorized its execution by the proper Village officials on the Village’s behalf.

I. Developer and Guarantor have approved this Agreement and authorized its execution by the appropriate representatives on their behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the Parties agree and covenant as follows:

ARTICLE I DEFINITIONS

All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

1. “Agreement” means this Second Amended and Restated Development Agreement, as the same may hereinafter be from time to time modified, amended or supplemented in accordance with its terms;

2. “Bond” means the tax increment revenue bond issued by the Village to the Developer, to reimburse Developer for the Developer’s cost of Property Site Preparation plus \$100,000 in Village fees previously paid, substantially in the form attached hereto as Exhibit B;

3. “Bond Maturity Date” means the earlier to occur of (a) the termination of the District, as the same may be extended or (b) the date when all amounts due to Developer under the Bond have been paid;

4. “Bond Payment Date” means the date that is 30 days after all ad valorem taxes due with respect to the Property have been paid for any calendar year;

5. “Commencement Date” means December 1, 2027;

6. “Completion Date” means December 31, 2031;
7. “Developer” means CCM-Caledonia, LLC, a Wisconsin limited liability company;
8. “District” means Tax Incremental District No. 5, Village of Caledonia, Wisconsin;
9. “Guarantor” means Cardinal Capital Management, Inc., a Wisconsin corporation;
10. “Make Up Payment” shall have the meaning under Article V below;
11. “Minimum Guaranteed Value” means an equalized value of the Project of not less than \$4,569,800 million as of January 1, 2024, not less than \$8 million as of January 1, 2025, not less than \$20 million as of January 1, 2026, not less than \$40 million as of January 1, 2027, not less than \$60 million as of January 1, 2028, and thereafter during the Term of this Agreement;
12. “Pro-Forma” means Developer’s updated financial pro-forma for the Project provided by Developer dated July 11, 2023, which is deemed a trade secret exempt from public records requirements.
13. “Project” means construction of approximately 93 residential condominium units, pursuant to the plans approved by Village, a preliminary depiction of which is attached hereto as Exhibit C (the “Plans”) with an estimated development cost of at least \$60 million.
14. “Project Base Value” means the equalized value of the Property on the date on which the District was created, which is \$246,000. “The Project Base Value shall be included within the Minimum Guaranteed Value (and shall not be deducted therefrom).
15. “Project Plan” means the project plan adopted by the Village on June 17, 2019;
16. “Property” means that certain real property legally described in Exhibit A, attached hereto.
17. “Property Site Preparation” means all costs incurred by Developer for demolition of structures and bluff stabilization, including but not limited to soft costs.
18. “Tax Increment” means tax increments (as defined by the Tax Increment Law) collected and retained by the Village from all of the property in the District;
19. “Tax Increment Law” means Wis. Stats. sec. 66.1105;
20. “Term” means the term of this Agreement which shall continue from the date of full execution of this Agreement until the date when the District is terminated;
21. “Village” means the Village of Caledonia, Wisconsin.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

A. Representations and Warranties of Village. The Village makes the following representations and warranties:

1. The Village is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder;

2. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Village is now a party or by which it is bound, or constitutes a default under any of the foregoing.

3. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Village and no other or further acts or proceedings of the Village are required. This Agreement constitutes the legal, valid and binding agreement and obligations of the Village, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

B. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

1. Developer is a Wisconsin limited liability company and has the power to enter into this Agreement and carry out its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

2. The implementation of the Project would not be undertaken by Developer, and, in the opinion of Developer, would not be economically feasible within the reasonably foreseeable future, without the assistance to Developer provided for in this Agreement.

3. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

4. The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer and no other or further acts or proceedings of the Developer are required with respect thereto. This Agreement

constitutes the legal, valid and binding agreement and obligations of the Developer, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity.

C. Representations and Warranties of Guarantor. The Guarantor makes the following representations and warranties:

1. Guarantor is a Wisconsin corporation.
2. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Guarantor is prevented, limited by nor conflicts with, or results in, the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Guarantor is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III DEVELOPER AND GUARANTOR ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable Village zoning and building codes, ordinances and regulations. Developer warrants and represents to the Village that the Project will contain approximately 93 residential condominium units, pursuant to the preliminary depiction set forth on the Plans and other plans approved by Village, that total development costs expended on the Project (inclusive of personal property) shall be not less than \$60 million, and that the equalized assessed value of the Project shall be:

1. not less than \$4,569,800 million by January 1, 2024;
2. not less than \$8 million by January 1, 2025;
3. not less than \$20 million by January 1, 2026;
4. not less than \$40 million by January 1, 2027;
5. not less than \$60 million by January 1, 2028; and thereafter during the Term of this Agreement.

The amounts set forth above are defined as "Minimum Guaranteed Values" as of the dates set forth above.

As of the date of this Agreement, Developer has prepared the Property for construction by razing and removing all structures and stabilizing the lake bluff, at an actual cost to Developer for such Property Site Preparation in excess of \$4 million, subject to confirmation of such costs by the Village Administrator. Village has heretofore loaned \$4,000,000 to Developer to fund Developer's costs described in this paragraph ("Village Loan"). The full principal and all unpaid and accrued

interest on the Village Loan shall be repaid to Village by January 15, 2028, unless further extended by subsequent agreement.

Developer shall submit an application for a building permit for at least one building in the Project not later than December 1, 2027 (the “Commencement Date”) and commence construction of at least one building in the project by May 1, 2028, and substantially complete construction of the Project in accordance with all zoning approvals and the Plans, on or before December 31, 2031 (the “Completion Date”). Copies of the Village-approved Plans will be retained at the offices of the Village Economic Development Department. The Project shall be deemed to be substantially complete on the date that the Village Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The Village Building Inspector shall not issue a certificate of occupancy for a building if the building does not conform to the Plans, subject to any changes to the Plans that may have been approved by the Village.

B. If any improvements that will be dedicated to the public are included within the scope of work for the Project (the “Public Improvements”), Developer will complete the installation of the Public Improvements in accordance with Village specifications, and will dedicate same to the Village in accordance with Village inspection and acceptance procedures. The Public Improvements shall at all times be subject to Village inspection and approval and the Village and other public entity shall not be required to accept conveyance of the Public Improvements unless the Public Improvements have been constructed in a good and workmanlike manner, in accordance with the Village-approved plans for the Public Improvements. Following approval by the Village of the completed Public Improvements, the Public Improvements shall be conveyed to the Village or other public entity, to the extent appropriate. The Developer shall provide to the Village, or other public entity, from the Developer and all contractors and consultants involved in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the Village.

C. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lenders. Developer will provide evidence to the reasonable satisfaction of the Village that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed to completion.

D. The Developer shall pay the Village a per unit fee based on the size of the units and consistent with the Village’s published schedule of fees as a condition to the Village’s issuance of each building permit and to provide for inspections for each building in the Project. Upon reasonable notice to Developer, such fee may be reasonably adjusted, from time to time, to account for the Village’s actual anticipated costs to process the building permit and provide inspections.

E. The Developer has paid, at the time of conveyance of the Property to Developer by Village, reasonable and actual third party fees incurred by the Village to review and approve the Project, including professional fees, in the amount of \$100,000 and will continue to pay such fees incurred.

F. In the event of a Default of Developer of any obligation set forth in Subsections D or E above, or in Article V or in Article X(M) below, Guarantor will discharge such obligations. Guarantor is not obligated to discharge any other obligations of Developer under this Agreement. Guarantor's obligations under this Agreement shall terminate on January 1 in the year following the January 1 on which the Project achieves the Minimum Guaranteed Value of \$60 million.

G. Developer intends to commence marketing residential condominium units for pre-sales to owner-occupants prior to ____ year end.

ARTICLE IV VILLAGE ACTIVITIES AND OBLIGATIONS

A. Village has conveyed the Property to Developer, prior to January 1, 2021, for \$1.00 and in consideration of the Agreement, to enable the Project.

B. Village shall continue to cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably and promptly review and/or process all submissions, applications and inspections in accordance with applicable Village ordinances.

C. The Parties have agreed that all fees for the Project consistent with the Village's published schedule of fees (collectively, the "Fees") due to the Village under applicable Village ordinances (other than the fees described in Subsection III(E) above) shall be determined based on the size of the units in the Project consistent with the Village's published schedule of fees.

D. In consideration of the performance by Developer of its obligations under this Agreement, simultaneously with execution of this Agreement, the Village agrees to issue to the Developer a tax increment revenue bond (the "Bond") in the principal amount of \$4,100,000 to Developer (which amount was determined based on Property Site Preparation costs incurred by Developer pursuant to this Agreement), substantially in the form attached hereto as Exhibit B. The Bond shall bear interest at the rate of 2.5% per annum.

1. The amount of the Bond shall be reduced if the Project has not achieved the relevant Minimum Guaranteed Values and if, in lieu of making any Make Up Payment under Article V below, Developer elects to have the Make Up Payment amount offset against the unpaid amount of the Bond.

2. The amount of the Bond also shall be reduced in the event that the Village elects to prepay some of the Bond balance.

3. Any reduction in the Bond or Make Up Payments paid shall be recouped to the extent that the equalized value of the Project exceeds the Minimum Guaranteed Values during the Term of this Agreement.

4. Recoupment shall commence following payment in full of the Bond, on an annual basis during the remaining term of the Agreement.

E. The Bond shall have a term that extends for the earlier to occur of (1) the termination of the life of the District, as the same may be extended, and (2) the date when all amounts due to Developer under the Bond have been paid (the “Bond Maturity Date”). Installment payments on the Bond will be due and payable each year on the date which is 30 days following the date on which all ad valorem taxes with respect to the Property have been paid (each a “Bond Payment Date”). The amount of the annual payment due on each Bond Payment Date shall be equal to the amount of funds available from “Tax Increment” as of the date the Bond payment is due, after all Village debt secured by Tax Increment and contemplated in this Agreement is paid, provided that such debt shall include only a 2019 Note in the principal amount of \$555,000, a 2021 Note in the principal amount of \$1,465,000 and a 2021 Utility Bond in the principal amount of \$1,105,000. The amounts and maturities of the installments on the Bond which are to be prepaid shall be selected by the Village, in its sole discretion, without penalty.

THE BOND SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE VILLAGE PAYABLE ONLY FROM TAX INCREMENT THAT IS APPROPRIATED BY THE VILLAGE BOARD OF THE VILLAGE FOR THAT PURPOSE. No property or other asset of the Village, except Tax Increment appropriated to make payments with respect to the Bond, is or shall be a source of payment of the Village’s obligations thereunder. The Bond shall not constitute a debt or obligation of the Village, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory provision or limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE VILLAGE MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THE BOND. THE VILLAGE’S OBLIGATION TO MAKE PAYMENTS ON THE BOND IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE VILLAGE BOARD.

In each year, the staff of the Village shall include the appropriation of Tax Increment in the Village budget as submitted to the Village Board for consideration for the next succeeding fiscal year. If the Village Board determines not to appropriate any portion of such Tax Increment, written notice thereof shall be provided to the Developer within 14 days. The Village agrees that, subject to annual appropriation of said funds, on an annual basis for the years after any building on the Property is assessed, completed and occupied, all funds in the special fund of the District which constitute Tax Increment from the Project will be used to make the payments due under the Bond.

Except as otherwise provided herein, the Village shall have no obligation to make payments on the Bond while the Developer is in default of any of its obligations under this Agreement or if no Tax Increment is available.

F. Village shall, at Village cost, install all Project Plan infrastructure in the District, except within the Property, in accord with the Project Plan.

G. Village shall pay to Developer, in addition to the amount due under the Bond, all of the amounts paid by Developer under Section III E, above, plus interest at the rate of 2.5% per annum. Such payments shall be made only from Tax Increment after full payment of the Bond.

**ARTICLE V
PAYMENT OF TAXES; MAKE UP PAYMENT**

For the year 2024 and thereafter ending with the last year of the Term of this Agreement, Developer guarantees that the ad valorem property taxes assessed against the Property shall be based on not less than the Minimum Guaranteed Value as set forth in Article III(A) above. By way of example only, should the assessment ratio be 98% and the mill rate be \$19.22 per \$1,000 of assessed value for tax year 2025, the total amount required under this Agreement for tax year 2025 (payable in 2026) would be \$_____. Developer agrees that, in the event that the property taxes actually paid with respect to the Property for any year covered by this Agreement are based on an equalized value less than the amount of the appropriate Guaranteed Minimum Value, the Village may submit a bill to Developer for the difference (a “Make Up Payment”). Such billing shall be submitted to Developer by the Village Treasurer by March 1 of the relevant tax year and, unless Developer elects to reduce the amount of the Bond as set forth in Article IV(C) above, shall be paid in full by Developer, without interest thereon, by March 31 of the relevant year.

The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property, provided that the equalized assessed value of the Property exceeds the Minimum Guaranteed Value.

Developer shall not transfer ownership or use of any portion of the Property to any entity which would render that portion of the Property or condominium unit exempt from ad valorem taxes, without the prior written consent of the Village. The provision in the previous sentence shall run with the land in perpetuity.

**ARTICLE VI
NO PARTNERSHIP OR VENTURE**

Developer, its successors and/or assigns and/or owners of the Property and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the Village and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

**ARTICLE VII
CONFLICT OF INTEREST**

No member, officer or employee of the Village, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the Village review and

Any email notice will be effective only when a hard copy of the notice is sent by mail, messenger or personal delivery.

ARTICLE IX DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder (“Default”):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amount on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice therefrom the Village (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the Village or such longer period of time as is reasonably agreed to by the Village); or

4. Developer:

a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

b) becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

e) adopts a plan of complete liquidation of its/his assets; or

f) shall cease to exist.

B. The Village shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice therefrom from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Village has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days' notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The Village's rights shall include, but not be limited to temporary suspension of any payment of the Village payments under this Agreement during the continuance of any Default by Developer, -or Village performance of any Developer obligation under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the Village suspended any payments of Village payments, the Village shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the Village payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the Village shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of Village payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the Village to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the Village intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorney's fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

E. Prior to litigation, as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The parties shall agree upon a mediator

and, if they fail to do so within 30 days, either party may apply to Circuit Court for Racine County for the designation of a mediator. In the event the parties do not accept the mediator's recommendation, the aggrieved party may then commence an action. However, the parties shall agree to alternative dispute resolution if ordered by the County.

ARTICLE X MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the Village:

1. Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

2. During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the Village; and

3. During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

4. Such other insurance as may be reasonably requested by the Village.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the Village of any material change or cancellation of such policy. The Village shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

D. Developer hereby indemnifies, defends, covenants not to sue and holds the Village harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Village in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the Village or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the Village, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the Village harmless from any and all claims and judgments for damages, and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reason thereof, provided; however, that the Village shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, shall indemnify and save harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

1. The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

2. The negligent or willfully wrongful construction of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

3. The negligent or willfully wrongful operation of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, during construction of the Project;

4. The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

5. The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

E. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, pandemic, act of terror, act of God or the elements, governmental action (except for governmental action by the Village with respect to obligations of the Village under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such party or its agents or contractors, as applicable. No party to this Agreement shall be in Default hereunder for so long as such party or its agents or contractors, if applicable, are prevented from performing any of its obligations hereunder due to a “Force Majeure” occurrence.

F. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

G. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the Village’s consent, which may be granted or withheld in the Village’s sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer or Guarantor without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement and the Bond to the Developer’s lender for the Project without the consent of the Village. In the event that any such lender forecloses on its collateral and succeeds to develop of the Property, the Village shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

H. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the date of the expiration and closure of Tax Incremental District No. 5, Village of Caledonia, Wisconsin.

I. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

J. In the event that any term or provision of this agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

K. A Memorandum of the previous agreement was recorded in the office of the Register of Deeds of Racine County, Wisconsin on August 23, 2022 as Document No. 2637281. Similarly, a Memorandum of this Agreement shall be recorded, prior to the recording of any mortgage securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit D.

L. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Racine County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

M. The Term of this Agreement shall continue from the date of full execution of this Agreement until the earlier to occur of (a) the date when all required payments to Developer have been paid by the Village in full, or (b) the date when the District, as it may be extended, is terminated.

N. This Agreement constitutes the entire Agreement between the parties, and all provisions of this Agreement shall be deemed to be covenants running with the Property and shall be binding upon successors and assigns for the Term of this Agreement.

O. The parties agree that they shall enter into a subsequent agreement that addresses the anticipated on-site and off-site infrastructure including but not limited to private driveways, site grading and erosion controls, stormwater improvements, public sanitary sewer and water

services by the Village Sewer Utility District and Water Utility District to implement the anticipated planned unit development for the Project in accordance with the Village's Code of Ordinances. The Developer agrees to contract with or otherwise arrange with said Utility Districts for the furnishing of public sewer and water services to the Project. All such work shall be pursuant to plans and specifications approved by the Village and Utility Districts and the Village. Developer acknowledges and agrees that it is responsible for all costs of on-site construction and installation of improvements required by the Village and Utility Districts in accordance with the Village's Code of Ordinances.

P. The Project will require additional submittals by Developer and consideration and approval by the Village Board, upon recommendation of the Plan Commission, of the Project plans and specifications, including comprehensive plan amendment and rezoning to a planned unit development, and Developer agrees to timely make all submittals necessary in accordance with the Village's Code of Ordinances.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

**DEVELOPER:
CCM-CALEDONIA, LLC**

By: Cardinal Capital Management, Inc., manager

By: _____

Date: _____

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally appeared before me this _____ day of June, 2024, the above-named _____, the _____ of Cardinal Capital Management, Inc., manager of CCM-Caledonia, LLC, to me known to be the person who executed the foregoing agreement on behalf of CCM-Caledonia, LLC and by its authority.

Notary Public, State of Wisconsin
My Commission expires: _____

**GUARANTOR:
CARDINAL CAPITAL MANAGEMENT, INC.**

By: _____

Date: _____

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of June, 2024, the above-named Erich Schwenker, the President of Cardinal Capital Management, Inc., to me known to be the person who executed the foregoing agreement on behalf of Cardinal Capital Management, Inc. and by its authority.

Notary Public, State of Wisconsin
My Commission expires: _____

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

By: _____
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally appeared before me this ____ day of June, 2024, the above-named Thomas Weatherston and Jennifer Olsen, the Village President and Village Clerk, respectively, of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public, State of Wisconsin
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2 and 3 of Certified Survey Map No. 3464, recorded in the Office of the Racine County Register of Deeds on August 19, 2021 as Document No. 2602721, being a part of the Northeast Fractional 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

Tax Parcel I.D. Nos: 104-04-23-21-003-010; 104-04-23-21-003-020; and 104-04-23-21-003-030

EXHIBIT B

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF RACINE
VILLAGE OF CALEDONIA

TAXABLE TAX INCREMENT PROJECT MUNICIPAL SPECIAL,
LIMITED REVENUE OBLIGATION BOND (“Bond”)

Number Date of Original Issuance Amount of \$4,100,000

FOR VALUE RECEIVED, the Village of Caledonia, Racine County, Wisconsin (the “**Village**”), promises to pay to CCM-Caledonia, LLC (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the amount of Four Million One Hundred Thousand Dollars (\$4,100,000.00). This Bond is subject to the terms and provisions of the Second Amended and Restated Development Agreement between the Village and Developer, dated of even date herewith.

This Bond shall be payable in installments due 30 days following the date on which Developer has paid all ad valorem taxes with respect to the Property (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1, as the same may be modified under the terms of the Second Amended and Restated Development Agreement.

This Bond has been issued to finance a project within the Village’s Tax Incremental District No. 5, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “**Special Redemption Fund**” provided for under the Resolution adopted on September 21, 2020, by the Village Board of the Village (the “**Resolution**”). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District No. 5 Second Amended and Restated Development Agreement dated as of _____ between the Village and the Developer (“**Second Amended and Restated Agreement**”). This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. Except as expressly set forth in the Development Agreement, this Bond shall be payable solely from available Tax Increments generated by the Property and appropriated by the Village Board to the payment of this Bond (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the amount due on this Bond, the amount due but not paid shall be adjusted as set forth in the Development Agreement, subject to later readjustment also as set forth in the Development Agreement. The Village shall have no obligation to pay any amount of this Bond which remains unpaid after the Bond Maturity Date, except as expressly set forth in the Development Agreement. The owner of this Bond shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Village Board to principal payment of this Bond. If, in any calendar year, the Revenues exceed the amount payable in that year on the Bond (“**Surplus Increment**”), the Village may, subject to appropriation of such payment by the Village Board, apply the Surplus Increment to prepayment on the Bond. The “**Bond Maturity Date**” is set forth in the Development Agreement.

At the option of and in the sole discretion of the Village, this Bond is subject to prepayment in whole or in part at any time.

The Village makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Village’s payment obligations hereunder are subject to appropriation, by the Village Board, of Tax Increments to make payments due on this Bond. In addition, as provided in Article IV Section C of the Development Agreement, the total amount to be paid shall be \$4,100,000.00, plus interest accruing at 2.5% per annum, except as modified by the terms of the Development Agreement. When that amount of Revenue has been appropriated and applied to payment of this Bond, the Bond shall be deemed to be paid in full and discharged, and the Village shall have no further obligation with respect hereto. Further, as provided in Article IV Section D. of the Development Agreement, the Village shall have no obligation to make payments on this Bond in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

This Bond is a special, limited revenue obligation and not a general obligation of the Village and is payable by the Village only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the Village, and neither the full faith and credit nor the taxing powers of the Village are pledged to the payment of the principal or interest of this Bond. Further, no property or other asset of the Village, except the above-referenced Revenues, is or shall be a source of payment of the Village’s obligations hereunder.

This Bond is issued by the Village pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned, in whole or in part, only with the consent of the Village. Interests in this Bond may not be split, divided or apportioned. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the Village either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the Village. Each permitted transferee or

assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Village Board of the Village of Caledonia has caused this Bond to be signed on behalf of the Village by its duly qualified and acting Village President and Village Clerk/Treasurer, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

Village of Caledonia

Thomas Weatherston, Village President

Jennifer Olsen, Village Clerk

Schedule 1

Subject to the Village's actual receipt of Tax Increment and the terms and conditions of the Development Agreement, the Village shall make payments on the Bond to the Developer consistent with the "Developer MRO" column in the Schedule on the following pages.

Village of Caledonia, Wisconsin

Tax Increment District #5

Tax Increment Projection Worksheet - Cardinal

Type of District	Rehabilitation		Base Value	246,000
District Creation Date	May 6, 2019		Appreciation Factor	0.00%
Valuation Date	Jan 1,	2019	Base Tax Rate ¹	\$17.02
Max Life (Years)	27		Rate Adjustment Factor	0.00%
Expenditure Period/Termination	22	5/6/2041		
Revenue Periods/Final Year	27	2047		
Extension Eligibility/Years	Yes	3		
Eligible Recipient District	Yes			

Construction Year	Value Added ²	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
							0
2019		2020	0	0	2021	\$20.00	0
2020		2021	0	0	2022	\$19.22	0
2021		2022	0	0	2023	\$17.02	0
2022		2023	0	0	2024	\$17.02	0
2023	4,323,800	2024	0	4,323,800	2025	\$17.02	73,572
2024	3,430,200	2025	0	7,754,000	2026	\$17.02	131,938
2025	12,000,000	2026	0	19,754,000	2027	\$17.02	336,124
2026	20,000,000	2027	0	39,754,000	2028	\$17.02	676,434
2027	20,000,000	2028	0	59,754,000	2029	\$17.02	1,016,744
2028	0	2029	0	59,754,000	2030	\$17.02	1,016,744
2029	0	2030	0	59,754,000	2031	\$17.02	1,016,744
2030	0	2031	0	59,754,000	2032	\$17.02	1,016,744
2031	0	2032	0	59,754,000	2033	\$17.02	1,016,744
2032	0	2033	0	59,754,000	2034	\$17.02	1,016,744
2033	0	2034	0	59,754,000	2035	\$17.02	1,016,744
2034	0	2035	0	59,754,000	2036	\$17.02	1,016,744
2035	0	2036	0	59,754,000	2037	\$17.02	1,016,744
2036	0	2037	0	59,754,000	2038	\$17.02	1,016,744
2037	0	2038	0	59,754,000	2039	\$17.02	1,016,744
2038	0	2039	0	59,754,000	2040	\$17.02	1,016,744
2039	0	2040	0	59,754,000	2041	\$17.02	1,016,744
2040	0	2041	0	59,754,000	2042	\$17.02	1,016,744
2041	0	2042	0	59,754,000	2043	\$17.02	1,016,744
2042	0	2043	0	59,754,000	2044	\$17.02	1,016,744
2043	0	2044	0	59,754,000	2045	\$17.02	1,016,744
2044	0	2045	0	59,754,000	2046	\$17.02	1,016,744
2045	0	2046	0	59,754,000	2047	\$17.02	1,016,744
Totals	59,754,000		0		Future Value of Increment		20,536,198

¹Represents actual 2022/2023 TID Equalized Tax Rate per WI DOR form PC-202.

²Assumes minimum value guarantees only.

Village of Caledonia, Wisconsin

Tax Increment District #5

Cash Flow Projection - Cardinal Only

Year	Projected Revenues			Expenditures								Balances			Year		
	Tax Increments	G.O. Promissory Notes, Series 2019 555,000 Dated Date: 11/26/19			Taxable General Obligation Promissory Notes, Series 2021B 1,465,000 Dated Date: 04/01/21			Water System and Sewerage System Revenue Bonds, Series 2021 1,105,000 Dated Date: 11/08/21			Admin./ Professional Services	Cardinal Municipal Revenue Obligation	Total Expenditures	Annual		Cumulative	Principal/ Incentive Outstanding
		Principal (4/1)	Rate	Interest	Principal (4/1)	Rate	Interest	Principal (5/1)	Rate	Interest							
2021	0			11,100							20,000		31,100	(31,100)	(31,100)	3,125,000	2021
2022	0			11,100			32,648			30,195	20,000		93,942	(93,942)	(125,042)	3,125,000	2022
2023	0			11,100			21,765			30,794	20,000		83,659	(83,659)	(208,701)	8,371,133	2023
2024	0			11,100	100,000	2.00%	20,765	35,000	4.000%	30,094	20,000	0	216,959	(216,959)	(425,660)	8,236,133	2024
2025	73,572			11,100	170,000	2.00%	18,065	35,000	4.000%	28,694	20,000	0	282,859	(209,287)	(634,947)	8,031,133	2025
2026	131,938			11,100	220,000	1.00%	15,265	40,000	4.000%	27,194	20,000	0	333,559	(201,621)	(836,568)	7,771,133	2026
2027	336,124	180,000	2.00%	9,300	155,000	1.20%	13,235	40,000	4.000%	25,594	20,000	0	443,129	(107,005)	(943,572)	7,396,133	2027
2028	676,434	185,000	2.00%	5,650	270,000	1.40%	10,415	40,000	4.000%	23,994	20,000	0	555,059	121,375	(822,197)	6,901,133	2028
2029	1,016,744	190,000	2.00%	1,900	275,000	1.50%	6,463	45,000	4.000%	22,294	20,000	0	560,656	456,087	(366,110)	6,391,133	2029
2030	1,016,744				275,000	1.60%	2,200	45,000	4.000%	20,494	20,000	287,940	650,634	366,110	0	5,783,193	2030
2031	1,016,744							45,000	4.000%	18,694	20,000	933,050	1,016,744	0	0	4,805,143	2031
2032	1,016,744							50,000	3.000%	17,044	20,000	929,700	1,016,744	0	0	3,825,443	2032
2033	1,016,744							50,000	3.000%	15,544	20,000	931,200	1,016,744	0	0	2,844,243	2033
2034	1,016,744							70,000	2.000%	14,094	20,000	912,650	1,016,744	0	0	1,861,593	2034
2035	1,016,744							70,000	2.000%	12,694	20,000	914,050	1,016,744	0	0	877,543	2035
2036	1,016,744							70,000	2.000%	11,294	20,000	337,543	438,837	577,907	577,907	470,000	2036
2037	1,016,744							75,000	2.125%	9,797	20,000		104,797	911,947	1,489,853	395,000	2037
2038	1,016,744							75,000	2.125%	8,203	20,000		103,203	913,541	2,403,394	320,000	2038
2039	1,016,744							75,000	2.250%	6,563	20,000		101,563	915,181	3,318,575	245,000	2039
2040	1,016,744							80,000	2.250%	4,819	20,000		104,819	911,925	4,230,500	165,000	2040
2041	1,016,744							80,000	2.375%	2,969	20,000		102,969	913,775	5,144,275	85,000	2041
2042	1,016,744							85,000	2.375%	1,009	20,000		106,009	910,734	6,055,009	0	2042
2043	1,016,744										20,000		20,000	996,744	7,051,753	0	2043
2044	1,016,744										20,000		20,000	996,744	8,048,497	0	2044
2045	1,016,744										20,000		20,000	996,744	9,045,241	0	2045
2046	1,016,744										20,000		20,000	996,744	10,041,984	0	2046
2047	1,016,744										20,000		20,000	996,744	11,038,728	0	2047
Total (2021-2047)	20,536,198	555,000		83,450	1,465,000		140,820	1,105,000		362,067	540,000	5,246,133	9,497,470				Total (2021-2047)

Notes:

Net Present Value: \$4,100,000.00

Interest Rate: 2.50%

Cost Recovery Year - Cardinal Only



REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the Village Clerk/Treasurer of the Village of Caledonia, Racine County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the Village and duly executed by the Registered Owner or his or her or its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration

Name of Registered Owner
Clerk/Treasurer

Signature of Village

EXHIBIT C
Preliminary Plans

See following three pages.

EXHIBIT D

Memorandum of Second Amended and Restated Development Agreement

**MEMORANDUM OF SECOND
AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

Document Number

Document Title

THIS MEMORANDUM OF SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Memorandum”) is made effective as of the day of June, 2024, by and between CCM-Caledonia, LLC, its successors and/or assigns (“**Developer**”), and the **VILLAGE OF CALEDONIA**, a municipal corporation of Racine County, Wisconsin (“**Village**”).

Recording Area

Name and Return Address
Alan Marcuvitz, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue,
Suite 1000
Milwaukee, WI 53202

104-04-23-21-003-000,
104-04-23-21-005-000 and
104-04-23-21-006-000

PIN

WITNESSETH:

WHEREAS, Developer and the Village entered into that certain Second Amended and Restated Development Agreement dated as of June ____, 2024 (“**Agreement**”). The full Amended and Restated Agreement is available for inspection and copies can be obtained at the Village of Caledonia Village Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Agreement and certain terms thereof in the Office of the Register of Deeds for Racine County, State of Wisconsin in order to place third parties on notice of the Agreement and Developer’s and the Village’s rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Agreement, Developer and the Village hereby acknowledge as follows:

1. PROPERTY. The “**Property**” is land located in the Village of Caledonia, Racine County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. TERM. The Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. NO EXEMPT USE. Developer shall not transfer ownership or use of any portion of the Property to any entity which would render that parcel exempt from ad valorem taxes without the prior written consent of the Village. This provision runs with the land in perpetuity.

4. NO MODIFICATION; AGREEMENT CONTROLLING. This Memorandum is only a summary of some of the terms and conditions contained in the Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Agreement shall in all events control the relationship between Developer and the Village with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

5. COUNTERPART SIGNATURES. This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

6. TERMINATION OF PRIOR MEMORANDUM. This Memorandum terminates, replaces and supersedes the memorandum of a previous agreement recorded in the Office of the Register of Deeds for Racine County on August 23, 2022 as Document No. 2637281.

IN WITNESS WHEREOF, Developer and the Village have executed this Memorandum effective as of the date first written above.

DEVELOPER:

CCM-CALEDONIA, LLC

By: _____
Name: Erich Schwenker
Title: President of Cardinal Capital
Management, Inc., Manager of
CCM-Caledonia, LLC

VILLAGE:

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

By: _____
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally appeared before me this __ day of June, 2024, the above-named Erich Schwenker, the President of CCM-Caledonia, LLC, to me known to be the person who executed the foregoing agreement on behalf of the Developer and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally appeared before me this _____ day of June, 2024, the above-named Thomas Weatherston and Jennifer Olsen, Village President and Village Clerk, respectively of the Village of Caledonia, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by:
Alan Marcuvitz, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2 and 3 of Certified Survey Map No. 3464, recorded in the Office of the Racine County Register of Deeds on August 19, 2021 as Document No. 2602721, being a part of the Northeast Fractional 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

Tax Parcel I.D. No.: 104-04-23-21-003-000;
104-04-23-21-005-000;
104-04-23-21-006-000.

41202051_4.DOCX

FIFTH AMENDMENT TO LOAN AGREEMENT

THIS FIFTH AMENDMENT TO LOAN AGREEMENT (this “Fifth Amendment”) is made and entered into as of June 11, 2024, by and between CCM-Caledonia, LLC (“Developer”), Village of Caledonia (“Village”) and Cardinal Capital Management, Inc. (“Guarantor”) and is agreed and consented to by Erich Schwenker and Daniel J. O’Connell (“Additional Guarantors”).

RECITALS

A. Village, Developer and Guarantor entered into that certain Loan Agreement dated as of July 8, 2021 as amended by First Amendment to Loan Agreement made as of November, 2021, as further amended by Second Amendment to Loan Agreement made as of July 29, 2022, as further amended by the Third Amendment dated as of July 11, 2023, and as further amended by the Fourth Amendment dated as of April 9, 2024 (collectively the “Loan Agreement”) pursuant to which Village agreed to provide a loan to Developer in an amount up to \$4,000,000 (the “Loan”) in connection with the development of the property more particularly described in **Exhibit A** attached hereto (the “Property”). The Loan Agreement and the other documents evidencing and securing the Loan shall be referred to collectively herein as the “Loan Documents”.

B. The Loan is secured by mortgage liens in favor of the Village on the Property and the Cardinal Guaranty and the Additional Guaranty as described in the Loan Documents.

C. The parties desire to amend the term of the Loan and to amend the Loan Documents as more particularly described below.

AGREEMENTS

In consideration of the Recitals and the mutual promises set forth below, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated herein by this reference.
2. Capitalized Terms. Capitalized terms not otherwise defined in this Fifth Amendment shall have the meanings ascribed to them in the Loan Agreement.
3. Loan Term; Interest. The term of the Loan and all references to the term and the due date for repayment of principal in the Loan Documents are hereby extended to January 15, 2028. Accrued interest shall be paid by Developer to Village monthly on the Construction Note and within thirty (30) days’ written notice of the amount of accrued interest due each month.
4. Reaffirmation of Guaranties. Guarantor and Additional Guarantors reaffirm all of their obligations contained in their respective guaranties in favor of the Village.
5. Miscellaneous. Except as specifically amended in this Fifth Amendment, the terms of the Loan Agreement remain unmodified and in full force and effect. This Fifth Amendment may be executed in several counterparts, each of which shall be deemed to be an original

but all of which together shall constitute one and the same instrument. This Fifth Amendment may be executed via e-mail or facsimile transmission and all PDF (or similar electronic format) or facsimile signatures shall be deemed originals for all purposes.

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

VILLAGE OF CALEDONIA

BY _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

CCM-CALEDONIA, LLC

By: Cardinal Capital Management, Inc.,
Its sole member

By: _____
Erich Schwenker, President

CARDINAL CAPITAL MANAGEMENT, INC.

By: _____
Erich Schwenker, President

ADDITIONAL GUARANTORS

Erich Schwenker, Individually

Daniel J. O'Connell, Individually

EXHIBIT A

FORMERLY KNOWN AS:

That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at the North 1/4 corner of said Section; run thence South 89° 58' 39" East 316.00 feet on the North line of said Section; thence South 00° 05' 51" West 299.37 feet; thence South 78° 30' 36" West 322.57 feet to the North-South 1/4 line of said Section 21; thence North 00° 05' 51" East, 363.75 feet on the said North-South 1/4 line to the point of beginning. Reserving therefrom the rights of the public in and to the Westerly 49.5 feet of the above described parcel for roadway purposes. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Parcel I.D. No: 104-04-23-21-003-000

That part of the Northeast fractional 1/4 of Section 21, Township 4 North, Range 23 East, bounded: Begin at the North 1/4 corner of said Section 21; thence South along the North and South 1/4 line of said Section, 724.41 feet; thence East parallel with the North line of said Section 1861.6 feet to water's edge of Lake Michigan; thence Northwesterly along said water's edge to the North line of said Section; thence West along said North line of Section 21, 1088.5 feet to the place of beginning. EXCEPTING THEREFROM lands contained in Land Contract recorded November 10, 1975, in Volume 1290, page 349, as Document No. 966052. FURTHER EXCEPTING THEREFROM lands contained in Trustee's Deed of Real Estate recorded October 8, 1975, in Volume 1285, page 562, as Document No. 964286. FURTHER EXCEPTING THEREFROM lands contained in Quit Claim Deed recorded April 12, 1978, in Volume 1437, page 136, as Document No. 1024958. FURTHER EXCEPTING THEREFROM lands contained in Warranty Deed recorded September 7, 1979, in Volume 1527, page 184, as Document No. 1059987. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No. 104-04-23-21-005-000

That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, described as follows: Commence at a standard Racine County monument marking the North 1/4 corner of said Section 21; run thence South 00 deg. 27' 09" East 391.48 feet to the point of beginning of this description; thence North 78 deg. 03' 39" East 280.93 feet; thence South 06 deg. 52' 21" East 356.68 feet; thence South 89 deg. 28' 51" West 315.19 feet; thence North 00 deg. 27' 09" West 298.87 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

Tax Key No. 104-04-23-21-006-000

NOW KNOWN AS:

LOTS 1, 2, AND 3 OF CERTIFIED SURVEY MAP NO. 3464 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RACINE COUNTY, WISCONSIN ON AUGUST 19, 2021 AS DOCUMENT NO. 2602721, BEING PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 23 EAST, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

Lot 1 Tax Key No. 104-04-23-21-003-010

Lot 2 Tax Key No. 104-04-23-21-003-020

Lot 3 Tax Key No. 104-04-23-21-003-030