

VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA

Wednesday, August 6, 2025 – 6:00 p.m.

Caledonia Village Hall – 5043 Chester Lane

THIS WILL BE AN IN-PERSON MEETING

- 1. Meeting Called to Order
- 2. Roll Call
- 3. Approval of Minutes
 - a. Utility District Regular Meeting July 2, 2025
- 4. Citizen Comments
- 5. Communications and Announcements
 - a. Racine Waterworks Commission Agenda & Minutes
 - **b.** Racine Wastewater Commission Agenda & Minutes
 - c. Plan Commission Minutes July 28, 2025

6. Approval of O&M Bills

a. O&M Bills related to the Sewer, Water & Storm Water Utility District

7. Project Updates

- a. Current Contracts
- **b.** Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade
- **c.** Annual Televising Program Sanitary Sewer
- d. Central Lift Station Safety Site & Attenuation Basin
- e. TID #4 Elevated Storage Tank & Adams Road Watermain
- f. Western Village / Sundance Heights Watermain Replacement
- g. TID #4 Phase 4 Sanitary Sewer & Water Main Extension Project
- **h.** Hoods Creek Aldebaran Brushing Project
- i. Turtle Creek Restoration
- **j.** 4 Mile Road Tile (Club View Subdivision to Erie Street)

8. Action Items

- a. White Manor North Subdivision Water Main Survey Results
- **b.** Change Order #1 Adams Road Elevated Storage Tank & Water Main Extension
- c. IDDE Program Professional Services Agreement
- **d.** Authorization of Signatures Storage Shop USA Storm Water Pond Easement 7930 East Frontage Road
- e. Final Acceptance TID #4 Phase 4 Sewer & Water Main Extensions

9. Adjournment

1 – Order

President Stacey called the Village of Caledonia Utility District meeting to order at 6:00 pm.

2 - Roll Call

PRESENT: 4 – President Howard Stacey, Commissioners Kathleen Trentadue, Ron

Bocciardi, and Trustee Lee Wishau.

EXCUSED: Commissioner Dave Ruffalo

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

3 – Approval of Minutes June 4, 2025

A motion was made by Trustee Wishau to approve the Utility District's minutes from June 4, 2025, seconded by Commissioner Trentadue. **Motion carried 4-0.**

4 - Citizen Comments

Sue Bett – 1100 Kilbride Drive – Ms. Bett came to the Commission meeting to discuss the Sewer Rate increase and the proposed increases that or on the horizon. She is concerned that the sewer rate per quarter is becoming too excessive and may displace her from her home. The Commission shared the reasoning with Ms. Bett as to why the sewer rate is increasing.

5 – Communications & Announcements

a. Racine Waterworks Commission Agenda & Minutes

The Commission looked over the minutes from the May 21st meeting and the agenda from the June 18th of the Racine Waterworks Commission.

b. Racine Wastewater Commission Agenda & Minutes

The Commission looked over the agenda from the June 18th meeting of the Racine Wastewater Commission.

c. 2024 Consumer Confidence Report (CCR)

The Commission looked over the 2024 CCR.

d. 2024 CMOM

The Commission looked over the 2024 CMOM

e. 2024 PSC Annual Report

The Commission looked over the 2024 PSC Annual Report

6 – Approval of O&M Bills

- **a.** Trustee Wishau moved to approve the Sewer Utility Invoices in the amount of \$107,944.48 from the June 27th invoice list. Seconded by Commissioner Trentadue. **Motion carried 4-0.**
- **b.** Trustee Wishau moved to approve the Water Utility Invoices in the amount of \$60,099.99 from the June 27th invoice list. Seconded by Commissioner Bocciardi. **Motion carried 4-0.**
- **c.** Trustee Wishau moved to approve the Storm Water Utility Invoices in the amount of \$17,828.19 from the June 27th invoice list. Seconded by Commissioner Trentadue. **Motion carried 4-0.**

7 - Project Updates

a. Current Contracts

Director Bunkelman provided the status of the Sundance Heights Watermain Replacement project contract, the TID #4 Phase 4 Sanitary Sewer & Water Main Extensions contract and the Adams Road Tower & Watermain contract.

b. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade

Awaiting response and revisions to Facility Plan from Foth.

c. Annual Televising Program - Sanitary Sewer

Sewer Cleaning continues. Green Bay Pipe & TV started televising work on June 23. Raising & Reconstructing manholes and repairing water valves for Silent Sunday paving project.

d. Central Lift Station Safety Site & Attenuation Basin

Design of Basin continues.

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

Pedestal Crew is onsite and poured test panels. Panel to be reviewed on June 24th. Pedestal construction to start June 25th or 26th. Steel for tank has been manufactured and is having the Primer Coating applied. Steel is not planned to be shipped to the site until September. Reviewing electrical lighting submittal. Will have a couple of change orders for a metal panel room in the tower and a condensate drain line.

f. Western Village / Sundance Heights Watermain

Contractor has been out to correct sink hole at 3918 Wyoming Way. Some areas have been seeded again due to patchy restoration. Will be working with Highway Department on walkway culverts and paving. Roads have been paved by Stark through the Village. Awaiting corrective Change Order and Final Pay Request.

g. TID #4 Phase 4 Sanitary Sewer & Watermain Extension Project

Restoration work has been completed and only waiting for Storz adaptors and 1 hydrant to be painted. Awaiting corrective Change Order and Final Pay Request.

h. Hoods Creek - Aldebaran Brushing Project

Contractor to pull out minor blockages when the ground is dry.

i. Turtle Creek Restoration

Southern Wisconsin Appraisal meeting with owners to discuss easements. Set up a meeting next week to meet with an Arborist to spray the Klema Ditch to prevent future tree growth.

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

Coordinating on televising some additional areas of the tile.

8 – Action Items

a. Review of Draft Point of Sale Ordinance

Director Bunkelman shared the Point-of-Sale Ordinance that has been prepared. The Ordinance was drafted using several Ordinances from other areas. It is recommended that the Ordinance be reviewed by the Village Attorney and then moved forward to the Committee of the Whole for consideration. The Commission does want to see how much of a burden the televising of a lateral may cost as part of the sale of a home. Bunkelman will reach out to a couple of contractors to obtain estimates.

b. Subdivision System Acceptance – Prairie Pathways Phase V

Public Services Director Bunkelman explained that the subdivision system for Prairie Pathways Phase V has been completed and has been inspected for compliance with the approved plans and specifications. Asbuilt plans have been received and reviewed. The Contractor has a small punch list of items that need to be resolved.

Commissioner Trentadue made the motion to accept the Subdivision System for Prairie Pathways Phase V. Seconded by Trustee Wishau. **Motion carried 4-0.**

c. Change Order #3 – TID #4 Phase 4 Sewer & Water Main Extensions

Public Services Director Bunkelman explained Change Order #3. Change Order #3 is for costs associated with road ditch regrading between 2 newly installed culvert pipes on Golf Road. The Change Order has a cost of \$12,697.50 and adjusts the contract by 0.47%. Overall Change Orders have increased the cost of the project by 7.74%. It is recommended that Change Order #3 be approved.

Commissioner Trentadue moved to approve Change Order #3 for TID #4 Phase 4 Sewer & Water Main Extensions Project with a contract increase of \$12,697.50. Seconded by Commissioner Bocciardi. **Motion carried 4-0.**

d. Change Order #4 – TID #4 Phase 4 Sewer & Water Main Extensions

Public Services Director Bunkelman explained Change Order #4. Change Order #4 is a corrective Change Order that adjusts miscellaneous quantities to match what was installed with the project. The Change Order has a cost of -\$73,524.43 and adjusts the contract by -2.73%. Overall Change Orders have increased the cost of the project by 5.0%. It is recommended that Change Order #4 be approved.

Commissioner Bocciardi moved to approve Change Order #4 for TID #4 Phase 4 Sewer & Water Main Extensions Project with a contract decrease of \$73,524.43. Seconded by Commissioner Trentadue. **Motion carried 4-0.**

e. Final Acceptance - TID #4 Phase 4 Sewer & Water Main Extensions

Commissioner Trentadue made the motion to lay over this item until the August 6th Utility District Meeting. Seconded by Commissioner Bocciardi. **Motion carried 4-0.**

9 - Adjournment

Upon a motion by Trustee Wishau and seconded by Commissioner Trentadue, the Commission moved to adjourn the regular meeting at 7:30 pm. **Motion carried 4-0.**

Respectively submitted, Anthony A. Bunkelman P.E.



City of Racine

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

Meeting Minutes - Draft

Waterworks Commission

Wednesday, June 18, 2025

5:45 PM

Racine Water Utility Conf. Room

The meeting was called to order by Commission President Jorgenson at 7:14 p.m.

ROLL CALL

Let the record show that Commissioner Sullivan was sitting in and voting in place of the Mayor, who was excused.

PRESENT: 6 - John Tate II, Natalia Taft, Jens Jorgensen, Jim Sullivan, Marlo Harmon and

Rosalind Thomas

EXCUSED: 2 - Cory Mason and Nick Barootian

0608-25 Subject: Approval of Minutes for the May 21, 2025, Waterworks

Commission Meeting

Staff Recommendation: To Approve

Fiscal Note: N/A

A motion was made by Harmon, seconded by Thomas, that this file be

Approved.

<u>0626-25</u> **Subject:** Review of the 2024 Waterworks Utility Audit from Clifton Larson

Allen LLP (Shannon Small invited to Meeting to Present)

Staff Recommendation: To Approve

Fiscal Note: N/A

Shannon Small, CPA, of Clifton Larsen Allen, presented audit results for the year 2024. It is the Auditor's unmodified (clean) opinion that the financial statements present fairly the financial position of the Utility in accordance with generally accepted accounting principles. No material weaknesses were noted. Two significant deficiencies identified were the preparation of financial statements, and a lack of segregation of duties because of limited staff.

Commissioners inquired as to what specific action could be taken to address the significant deficiencies noted above, and directed that a follow-up meeting take place between the Executive Directors of both Utilities, the Commission Presidents, and the City Finance Director to explore and discuss the matter further. Shannon Small also advised that she could avail herself to be of further assistance if direct input or further

questions for her were necessary pertaining to the auditing process and its results.

A motion was made by Tate II, seconded by Taft, that this file be Approved with the understanding that the Utility Directors will meet with the Commission Presidents and other City Administrative Staff to discuss the significant deficiencies in further depth.

0627-25

Subject: Consideration of a Proposal Submitted by Dixon Engineering for Inspection of Eight Tanks/Ground Reservoirs and WTP Clearwell & Development of Long-Term Maintenance Plan

Staff Recommendation: To Approve

Fiscal Note: Total cost for all tanks/reservoirs is \$20,850.00.

The Utility Director presented the proposal for security inspections on the 8 water tanks and two reservoirs. These inspections are part of routine maintenance performed on the tanks. Questions arose from the Commission concerning the life span of the tanks and also regarding which were still in use. Chief Utility Engineer, Chad Regalia, addressed these questions relaying that the normal life span for the tanks does vary, but generally is approximately 80 years. All tanks are still in use with the exception of the Regency Mall tank, which is expected to be razed in the next 10 years.

A motion was made by Taft, seconded by Harmon, that this file be Approved.

0628-25

Subject: Consideration of Change Order No. 1 on Contract W-25-2, 2025 Water Main Replacement - Phase 1, Earth X, LLC (contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract change results in an increase of \$29,160.00, bringing the total contract amount to \$981,435.00.

A motion was made by Harmon, seconded by Taft, that this file be Approved.

0629-25

Subject: Consideration of Change Order No. 1 on Contract W-25-3, 2025 Water Main Replacement - Phase 2, Reesman's Excavating & Grading (contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract change results in an increase of \$7,273.00, bringing the total contract amount to \$1,255,453.00.

A motion was made by Tate II, seconded by Taft, that this file be Approved.

0630-25

Subject: Consideration of Change Order No. 1 on Contract W-25-4, 2025 Lead Service Replacement Project, Miller Pipeline (contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract change results in an increase of \$10,979.01, bringing the total contract amount to \$3,128,916.50.

A motion was made by Taft, seconded by Harmon, that this file be Approved.

0631-25

Subject: Communication sponsored by Mayor Mason and Alder Harmon, on behalf of the Waterworks Commission, requesting approval of a resolution regarding declaration of official intent to reimburse costs attributed to the 2026 Lead Service Line Replacement Project.

Recommendation of the Waterworks Commission on 06/18/25: To approve with a referral to the Finance & Personnel Committee.

Recommendation of the Finance and Personnel Committee on 07-07-2025: That the Waterworks Commission request for approval of a resolution regarding declaration of official intent to reimburse costs attributed to the 2026 Lead Service Line Replacement Project be approved.

Fiscal Note: The aggregate principal amount of debt for the project is expected not to exceed \$40,000,000.00, of which 49% may be allocated as Principal Forgiveness for homeowner side lead service replacement. Funding for the project to be financed through the FY 2026 WDNR Safe Drinking Water Loan Program.

The Utility Director presented a Resolution that would provide that all costs related to the Project that occur prior to finalization of the loan are rolled into the loan total for reimbursement of Utility funds. This loan would cover both public and private side planned lead service line replacements by the Utility.

A motion was made by Taft, seconded by Tate II, that this file be Approved with a Referral to the Finance and Personnel Committee.

0632-25

Subject: Communication Sponsored by Mayor Mason and Alder Harmon, on behalf of the Waterworks Commission, requesting approval of a resolution regarding declaration of official intent to reimburse costs attributed to 2026 Water Main Replacement Project.

Recommendation of the Waterworks Commission on 06/18/25: To Approve with a Referral to the Finance & Personnel Committee.

Recommendation of the Finance and Personnel Committee on

07-07-2025: That the Waterworks Commission request for approval of a resolution regarding declaration of official intent to reimburse costs attributed to the 2026 Water Main Replacement Project be approved. **Fiscal Note:** The aggregate principal amount of debt for the project is expected not to exceed \$10,000,000.00, with the balance reduced by eligible Principal Forgiveness earned. Funding for the Project to be financed through the FY 2026 WDNR Safe Drinking Water Loan Program.

The Utility Director presented a Resolution that would provide that all costs related to the Project that occur prior to finalization of the loan are rolled into the project loan total for reimbursement of Utility funds.

A motion was made by Taft, seconded by Harmon, that this file be Approved with a Referral to the Finance and Personnel Committee.

Adjournment

There being no further business to address, the meeting was adjourned at 7:34 p.m.

City of Racine Page 4



City of Racine

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

Meeting Agenda Waterworks Commission

Wednesday, July 16, 2025

6:00 PM

Wastewater Treatment Plant Conf. Rm.

ROLL CALL

O730-25 Subject: Approval of Minutes for the June 18, 2025, Waterworks

Commission Meeting

Staff Recommendation: To Approve

Fiscal Note: N/A

<u>Attachments:</u> 20250618 water minutes

<u>0732-25</u> **Subject:** Communication from the Utility Administrative Manager

Regarding Budget Expenditures through June 30, 2025

Staff Recommendation: To Approve

Fiscal Note: N/A

<u>Attachments:</u> rwu budget expendit through 20250630

<u>0733-25</u> **Subject:** Communication from the Utility Director Regarding 2024

Financial Audit Update

Staff Recommendation: To Receive and File

Fiscal Note: N/A

<u>0734-25</u> **Subject:** Consideration of Change Order No. 1 on Contract W-23-6, Filter

Bed Rehab Project, Lee Mechanical (contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract change results in an extension of 6 months and a

net decrease of \$76,135.00, bringing the total contract amount to

\$17,041,590.

<u>Attachments:</u> w-23-6 co#1 ltr to commsrs

<u>0735-25</u> **Subject:** Consideration of a Proposal from the Village of Caledonia for a

CTH V Booster Station

Staff Recommendation: To Approve

Fiscal Note: All related costs will be paid for by the Village of Caledonia.

<u>Attachments:</u> <u>cth v booster station_caled</u>

<u>0736-25</u> **Subject:** Communication from the Utility Director Regarding an Update on

the Service Line Inventory Submission and Notification to Customer Requirement to Comply with the Revised Lead and Copper Rule (LCRR)

Staff Recommendation: To Receive and File

Fiscal Note: N/A

0737-25 **Subject:** Consideration of Change Order No. 2 on Contract W-25-3, 2025

Water Main Replacement - Phase 2, Reesman's Excavating & Grading

(contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract Change results in an increase of \$10,155.25,

bringing the total contract amount to \$1,265,608.25.

Attachments: w-25-3 co#2 Itr to commsrs

<u>0738-25</u> **Subject:** Consideration of Change Order No. 2 on Contract W-25-4, 2025

Lead Service Replacement Project, Miller Pipeline (contractor)

Staff Recommendation: To Approve

Fiscal Note: Contract Change results in an overall net increase of \$9,378.02, bringing the total contract amount to \$3,138,294.50.

Attachments: w-25-4_co#2_ltr to commsrs

Adjournment

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

A meeting link is available by request, and with approval from the Commission President, to participate in the meeting virtually. Please send inquiries to jaclyn.bosanec@cityofracine.org.



City of Racine

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

Meeting Minutes - Draft

Wastewater Commission

Wednesday, June 18, 2025

5:30 PM

Racine Water Utility Conf. Rm.

The meeting was called to order by Commission President Taft at 5:34 p.m.

ROLL CALL

PRESENT: 9 - Natalia Taft, John Tate II, Anthony Beyer, Anthony Bunkelman, Jens

Jorgensen, Jim Sullivan, Nancy Washburn, Marlo Harmon and Rosalind

Thomas

EXCUSED: 5 - Cory Mason, Claude Lois, Nick Barootian, Jack Feiner and Kevin Salb

<u>0604-25</u> **Subject:** Approval of Minutes for the April 16, 2025, Wastewater

Commission Meeting

Staff Recommendation: To Approve

Fiscal Note: N/A

A motion was made by Washburn, seconded by Bunkelman, that this file be

Approved.

<u>0605-25</u> **Subject:** Review of 2024 Wastewater Utility Audit from Clifton Larson

Allen LLP (Shannon Small Invited to Meeting to Present)

Staff Recommendation: To Approve

Fiscal Note: N/A

Shannon Small, CPA, of Clifton Larsen Allen, presented audit results for the year 2024. It is the Auditor's unmodified (clean) opinion that the financial statements present fairly the financial position of the Utility in accordance with generally accepted accounting principles. No material weaknesses were noted. Two significant deficiencies identified were the preparation of financial statements, and a lack of segregation of duties because of limited staff.

Commissioners inquired as to what specific action could be taken to address the significant deficiencies noted above, and directed that a follow-up meeting take place between the Executive Directors of both Utilities, the Commission Presidents, and the City Finance Director to explore and discuss the matter further. Shannon Small also advised that she could avail herself to be of further assistance if direct input or further questions for her were necessary pertaining to the auditing process and its results.

A motion was made by Vice President Tate II, seconded by Harmon, that this file be Approved with the understanding that the Utility Directors will meet with the Commission Presidents and other City Administrative Staff to discuss the significant deficiencies in further depth.

0606-25

Subject: Review of the Compliance Maintenance Annual Report (CMAR) for 2024 and Approval of Corresponding Resolution

Staff Recommendation: To Approve

Fiscal Note: N/A

The Wastewater Utility Superintendent, Mary-Frances Klimek, submitted for review the 2024 Racine Wastewater Utility Compliance Maintenance Annual Report (CMAR), in which the Utility received a Grade "A" in all categories. The Wastewater Commission authorized a Resolution that the CMAR was reviewed and approved.

A motion was made by Washburn, seconded by Tate II, that this file be Approved.

CLOSED SESSION

A motion was made by Jorgensen, seconded by Thomas, to enter into Closed Session. The motion PASSED by the following vote:

AYES: 9 - Taft

Tate II

Beyer

Bunkelman

Jorgensen

Sullivan

Washburn

Harmon

Thomas

EXCUSED: 5 - Mason

Lois

Barootian

Salb

Feiner

0642-25

Subject: Communication Sponsored by Commissioner Harmon Requesting that the Wastewater Commission Meet Regarding Bargaining and Development Opportunities, which, for Competitive and Bargaining Reasons, Requires a Closed Session

Staff Recommendation: To Receive and File

Fiscal Note: N/A

Closed Session Discussion

OPEN SESSION

A motion was made by Jorgensen , seconded by Harmon, to enter into Open Session. The motion PASSED by the following vote:

AYES: 9 - Taft

Tate II Beyer Bunkelman Jorgensen Sullivan Washburn Harmon

EXCUSED: 5 - Mason

Lois Barootian Salb Feiner

Thomas

A motion was made by Jorgensen , seconded by Tate II, that this file be Received and Filed. The motion PASSED by a Voice Vote.

Adjournment

There being no further business to address, the meeting was adjourned at 7:12 p.m.

City of Racine Page 3



City of Racine

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

Meeting Agenda Wastewater Commission

Wednesday, July 16, 2025

5:30 PM

Wastewater Treatment Plant Conf. Rm.

ROLL CALL

<u>0715-25</u> **Subject:** Approval of Minutes for the June 18, 2025, Wastewater

Commission Meeting

Staff Recommendation: To Approve

Fiscal Note: N/A

<u>Attachments:</u> 20250618 ww minutes

<u>0716-25</u> **Subject:** Communication from the Utility Administrative Manager

Regarding Budget Expenditures through June 30, 2025

Staff Recommendation: To Receive and File

Fiscal Note: N/A

Attachments: rwwu budget expedit thru 20250630

0717-25 Subject: Proposal from Ruekert-Mielke to perform 2027 Revenue Sharing

Calculations

Staff Recommendation: To Approve

Fiscal Note: Cost of proposal not to exceed \$15,400.

<u>Attachments:</u> revenue sharing study 2027

<u>0718-25</u> **Subject:** Communication from Utility Director Regarding 2026 Revenue

Sharing Calculations

Staff Recommendation: To Receive and File

Fiscal Note: N/A

<u>Attachments:</u> revenue sharing calcs 2026

<u>0719-25</u>	Subject: Consideration and Possible Action to Extend the Curative Action Resolution Time Periods
	Staff Recommendation: To Approve the Curative Action Extension Up to the Next Commission Meeting
	Fiscal Note: N/A
0720-25	Subject: Consideration of Wastewater Commission Directors Liability Insurance Policy Renewal
	Staff Recommendation: To Approve
	Fiscal Note : Insurance premium of \$17,105 and broker fee of \$2,837.
Attachments:	ww comm directors liab insur proposal
<u>0721-25</u>	Subject: Communication from Utility Director Regarding 2024 Financial Audit Update
	Staff Recommendation: To Receive and File
	Fiscal Note: N/A
0722-25	Subject: Consideration of a Professional Services Agreement with Short Elliot Hendrickson (SEH) for Air Permitting Consulting
	Staff Recommendation: To Approve
	Fiscal Note: Cost not to exceed \$50,000.
Attachments:	SEH proposal_air permitting consultg
0728-25	Subject: Communication from Utility Director Regarding Treatment Plan Roofing Options
	Staff Recommendation: To Move Forward with the Replacement of the Existing Roof in Kind
	Fiscal Note: N/A
<u>Attachments:</u>	ww treat plant roof options irs

CLOSED SESSION

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

0729-25

Subject: Communication Sponsored by Commissioner Taft Requesting that the Wastewater Commission Meet Regarding Bargaining and Development Opportunities, which for Competitive and Bargaining Reasons, Require a Closed Session

Staff Recommendation: To Receive and File

Fiscal Note: N/A

OPEN SESSION

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

Adjournment

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

A meeting link is available by request, and with approval from the Commission President, to participate in the meeting virtually. Please send inquiries to jaclyn.bosanec@cityofracine.org.

1. Meeting called to order

President Tom Weatherston called the meeting to order at 6:30 pm at the Village Hall, 5043 Chester Lane Caledonia, WI.

2. Roll Call

PRESENT: 5 – President Tom Weatherston, Michael Moore, Jeff Hintz, and Trustee

Nancy Pierce. Michelle Cook excused late arrival.

EXCUSED: 2 – Fred Bruhn and Ami May

STAFF: Village Administrator Todd Willis, Village Attorney Elaine Ekes,

Development Director Peter Wagner, Planner and Zoning Administrator Natalia Nery de Farias, Public Services Director Tony Bunkelman, Deputy

Clerk Norgie Metzinger, and Village Clerk Jennifer Bass

3. Approval of Minutes

Motion by Pierce to approve the minutes from June 23, 2025 meeting, seconded by Moore. **Motion carried unanimously.**

4. Public Comment

The following people appeared to speak before the Commission:

1. Wendy McCalvy, 4825 Richmond Dr – Concerns about the make up of the Plan Commission and the Special Comprehensive Plan Review Committee

5. New Business, Public Hearing and Possible Action on Items set for Public Hearing

- A. COMPREHENSIVE PLAN LAND USE MAP AMENDMENT REVIEW Consider an amendment to the Village's Land Use Plan Map as part of the Multi-Jurisdictions Comprehensive Plan for Racine County: 2035 for the parcels located along Douglas Avenue and Botting Road, west of the WE Energies power plant, encompassing approximately 244 acres, changing the land use category from Agricultural, Rural Residential, & Open Land, and Low-Density Residential to Transitional Light Industrial. (Parcel ID Nos. 104-04-22-01-013-000, 104-04-22-01-026-000, 104-04-22-01-029-000, 104-04-22-01-000, 104-04-22-01-025-011, 104-04-22-01-036-010, 104-04-22-01-025-020, 104-04-22-01-045-000 and 104-04-22-01-033-000)
- **B. REZONE REVIEW** Review a request to rezone ±244 acres covering multiple parcels located along Douglas Avenue and Botting Road, west of the WE Energies power plant, from A-2, Agriculture District to M-1, Light Manufacturing District. (Parcel ID Nos. 104-04-22-01-013-000, 104-04-22-01-026-000, 104-04-22-01-029-000, 104-04-22-02-097-000, 104-04-22-01-025-011, 104-04-22-01-036-010, 104-04-22-01-025-020, 104-04-22-01-045-000 and 104-04-22-01-033-000)

Public Hearing opened at 6:36 PM

Staff summarized and clarified the material provided in the packet and a representative from Dewberry Engineers, Inc. gave a presentation. The applicant has requested that we keep the public hearing open until next month's meeting (8/25/2025) in order to continue a dialogue with the public.

President Weatherston asked three times if anyone wanted to speak for or against for either the land use amendment or rezone request.

- 1. Ted Voskuil, 7821 Botting Rd Concerns about development in agricultural area.
- 2. Barbara Hugier, 8741 Foley Rd Concerns about preserving wetlands.
- 3. Sandy Welsher, 8804 Foley Rd Against all development in that area.
- 4. Vanessa Luther, 8907 Foley Rd Concerns about loss of natural land uses.
- 5. Diana Lesnjak, 4421 Harvest Ln Against any industrial development in the area.
- 6. David Payment, 7833 Botting Rd Against any development in that area.
- 7. Chris Lehnert, 3531 Partridge Terrace Against data centers being built.
- 8. Valerie Lancelle, 10810 7 Mile Rd Against development in the area.
- 9. Ken Schmidt, 7526 Botting Rd Concerns about issues with similar development in Mt. Pleasant.
- 10. Jerilynn Barkdull, 5147 Pine Tree Cir Against development in the area.
- 11. Martha Hutsick, 4502 Harvest Ln Listed several questions to be answered by the applicant and/or staff.
- 12. Jill Buchman, 6508 Running Horse Concerns about data centers in general.
- 13. Marla Wishau, 8345 Foley Rd Recommended a new Innovation and Technology zoning category instead of M-1; environmental concerns.
- 14. Ryan Clementz, 4722 Bay Filly Environmental concerns.
- 15. Nancy Mayer, 6401 Running Horse Environmental concerns.
- 16. Helen Knoll, 6621 County Line Rd Concerns about water drainage.
- 17. Lee Wishau, 8345 Foley Rd Would prefer to see development in existing TIDs.
- 18. Wendy McCalvy, 4825 Richmond Dr Environmental concerns.
- 19. Andrew Hendricks, 4644 Acorn dr Concerns about water
- 20. Tiffany Hammond, 8937 Foley Rd Against development in the area.
- 21. John Pintor 6400 Running Horse Against development in the area.

Public Hearing closed at 7:42 PM

Motion by Hintz to adjourn the public hearing to the August 25, 2025 meeting on these two items for the limited scope of receiving input on the draft proposed conditions and any proposed deed restriction from the applicant, seconded by Pierce. **Motion carried unanimously.**

Commissioner Cook arrived at the meeting.

6. **Continuing Business**

A. SPECIAL COMPREHENSIVE PLAN COMMITTEE APPOINTMENTS -

Approve appointments to the Special Comprehensive Plan Review Committee for the

purpose to assist in the development, review, and recommendation of updates to the Village's Comprehensive Plan. This committee will serve in an advisory capacity to the Plan Commission.

Appointees:

- 1) Michael Moore 2) Josh Sobczak 3) Laura Million 4) Dave Pennings
- 5) Chris Tribbey 6) Marla Wishaw 7) Bob Prochaska 8) Kim Hood
- 9) Roger Therkelsen 10) Torben Christensen 11) Nate Haig

Motion by President Weatherston to approve the proposed appointments to the Special Comprehensive Plan Review Committee as presented, seconded by Moore. **Motion carried by the following roll call vote:**

Ayes: 4 – Weatherston, Moore, Cook, and Hintz

Nays: 1 - Pierce

7. Adjournment

President Tom Weatherston adjourned the meeting at 8:01 p.m.

Respectfully submitted: Jennifer Bass Village Clerk

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FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACH - WASTE MANAGEME	ENT						
Sewer Utility Fund	2101	ACH - WASTE MANAGEMENT	0941679-2811-	DELIVERY 20 YD SPECIAL WAS	06/17/2025	402.53	501-00-64250 Equipment Repairs & Maintenanc
Total ACH - WASTE M	MANAGEM	ENT:				402.53	
ACH - WE ENERGIES							
Vater Utility Fund	380	ACH - WE ENERGIES	5538777244	GAS & ELECTRIC 05/28/2025-06	07/11/2025	810.06	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	5538777244	GAS & ELECTRIC 05/28/2025-06	07/11/2025	10,955.68	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	5538777244	GAS & ELECTRIC 05/28/2025-06	07/11/2025	231.98	502-00-64140 Utilities
Total ACH - WE ENER	RGIES:					11,997.72	
ACH -JOHNSON CONTROI	LS SECUR	ITY SOLUTIONS					
Nater Utility Fund		ACH -JOHNSON CONTROLS SE	41462005	INVOICE FOR INSPECTION STO	07/07/2025	19.00	500-00-64150 Communication Services
Sewer Utility Fund	969	ACH -JOHNSON CONTROLS SE	41462005	INVOICE FOR INSPECTION STO	07/07/2025	19.00	501-00-64150 Communication Services
Total ACH -JOHNSON	CONTRO	LS SECURITY SOLUTIONS:				38.00	
APEX KEY & LOCK							
Vater Utility Fund	118	APEX KEY & LOCK	INV-22496	MISC HARDWARE	04/23/2025	309.77	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	118	APEX KEY & LOCK	INV-22496	MISC HARDWARE	04/23/2025	309.76	501-00-64240 Building Repairs & Maintenance
Vater Utility Fund	118	APEX KEY & LOCK	INV-23648	KEYS & LOCKS	07/11/2025	554.05	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	118	APEX KEY & LOCK	INV-23648	KEYS & LOCKS	07/11/2025	554.05	501-00-64240 Building Repairs & Maintenance
Total APEX KEY & LO	CK:					1,727.63	
BADGER METER INC.							
Vater Utility Fund	163	BADGER METER INC.	80200976	JUN-25; BEACON MBL HOSTIN	06/28/2025	376.15	500-00-64300 IT Maintenance & Subscriptions
Vater Utility Fund	163	BADGER METER INC.	80206960	JUL-25; BEACON MBL HOSTING	07/29/2025	376.15	500-00-64300 IT Maintenance & Subscriptions
Total BADGER METE	R INC.:					752.30	
BEARDSLEY CONCRETE I	LLC						
Storm Water Utility Fund		BEARDSLEY CONCRETE LLC	495	INLET REPAIRS - VARIOUS LOC	07/01/2025	2,431.00	502-00-65150 Storm Sewers
Vater Utility Fund		BEARDSLEY CONCRETE LLC	495	WATERMAIN BREAK REPAIR - 5	07/01/2025	•	500-00-64270 Infrastructure Maintenance
Total BEARDSLEY CO	ONCRETE	LLC:				4,840.60	
BUY RIGHT, INC.							
·O I IXIOIII, II 1 O.							

Total G & F EXCAVATING:

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21,476.50

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Water Utility Fund

1855 STARNET TECHNOLOGIES

032695

Page: 4

120.00 500-00-64150 Communication Services

Q3-25; 4 MILE LS, 4 MILE STOR

07/14/2025

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Sewer Utility Fund Storm Water Utility Fund		STARNET TECHNOLOGIES STARNET TECHNOLOGIES	032695 032695	Q3-25; 4 MILE LS, 4 MILE STOR Q3-25; 4 MILE LS, 4 MILE STOR	07/14/2025 07/14/2025		501-00-64150 Communication Services 502-00-64150 Communication Services
Total STARNET TECH	INOLOGIE	S:				540.00	
WE ENERGIES - ESSENTI	AL SERVIC	CES					
Sewer Utility Fund	9371	WE ENERGIES - ESSENTIAL SE	WR5118023	07/31/2025 WE ENERGIES FEES	07/31/2025	3,151.20	501-00-64270 Infrastructure Maintenance
Total WE ENERGIES	- ESSENT	IAL SERVICES:				3,151.20	
WESTERN CULVERT & SU	IPPLY INC						
Storm Water Utility Fund	2131	WESTERN CULVERT & SUPPLY	073304	CMP'S CMPA, FLARED END SE	07/18/2025	7,784.00	502-00-65151 Culvert Replacements
Total WESTERN CUL	VERT & SI	JPPLY INC.:				7,784.00	
Grand Totals:						198,177.83	

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PAYMENT TOTALS B	Y F	<u>UND</u>
Sewer Utility Fund	\$	128,036.50
Storm Water Utility Fund	\$	23,883.51
Water Utility Fund	\$	46,257.82
TOTAL	\$	198,177.83

Sundance Heights

Water & Storm Water

Contractor	A.V	V. Oakes	
Original Contract Pending Change Order	\$ \$	1,419,738.90 28,262.90	1.99%
Current Contract	\$	1,448,001.80	1.99%
Pay Request #1 Retainage Pay Request #2 Retainage Pay Request #3 Pay Request #4	\$ \$ \$ \$ \$	648,301.38 34,121.13 318,207.15 1,372.34 358,071.90 87,927.90	
Remaining on Contract (Including Retainage)	\$	35,493.47	2.5%
Design Engineering	\$	110,525.21	7.78%
Construction Services through 7/22/2025	\$	189,103.19	13.32%
Total Project Cost	\$	1,747,630.20	

TID #4 Phase 4 Sanitary Sewer & Watermain Extensions

Sewer & Water

Contractor	Doi	rner Inc	
Original Contract	\$	2,688,687.40	
Change Order #1	\$	10,446.43	0.39%
Change Order #2	\$ \$	184,935.90	6.88%
Change Order #3		12,697.50	0.47%
Change Order #4	\$	(73,524.43)	-2.73%
Current Contract	\$	2,823,242.80	5.00%
Pay Request #1	\$	104,131.87	
Retainage	\$	5,480.63	
Pay Request #2	\$	1,612,233.37	
Retainage	\$ \$ \$ \$ \$	66,621.11	
Pay Request #3	\$	640,624.29	
Retainage	\$	317.44	
Pay Request #4	\$	153,688.25	
Pay Request #5	\$	82,170.87	
Pay Request #6	\$	135,661.25	
Pay Request #7	\$	84,732.91	
Pay Request #8 Final	\$	9,999.99	
Remaining on Contract	\$	(0.00)	0.0%
(Including Retainage)			
Design Engineering	\$	289,813.37	10.78%
Construction Services through 7/22/2025	\$	199,800.62	7.43%
Total Project Cost	\$	3,312,856.79	

Adams Road Tower & Watermain

Water

Contractor		dmark Structure	s I L.P.
Original Contract Change Order #1	\$ \$	6,439,000.00 (18,850.85)	-0.29%
	•	(3,333 33,	
Current Contract	\$	6,420,149.15	-0.29%
Pay Request #1	\$	189,145.00	
Retainage	\$	9,955.00	
Pay Request #2	\$	276,537.87	
Retainage	\$	14,554.63	
Pay Request #3	\$ \$	1,111,751.75	
Retainage	\$	58,513.25	
Pay Request #4	\$	320,522.87	
Retainage	\$ \$ \$	16,869.63	
Pay Request #5	\$	374,283.15	
Retainage	\$	19,699.11	
Remaining on Contract	\$	4,147,908.51	64.6%
(Including Retainage)			
Design Engineering	\$	403,115.61	6.26%
Construction Services	\$	128,575.05	2.00%
through 7/22/2025			
Total Project Cost	\$	6,951,839.81	

CALEDONIA UTILITY DISTRICT PROJECT SUMMARY WORKSHEET

Riverbend Drive Lift Station Safety Site & Forcemain Upgrade

 Met with Foth to discuss comments on Facilities Plan. Comments are being addressed and reviewed. Provided some flow data from SCADA system to calibrate model as necessary.

Annual Televising Program – Sanitary Sewer

• Sewer Cleaning continues. Green Bay Pipe & TV completed Phase 1 televising work and provided all information. Will be reviewing as necessary for priority projects first then the balance.

Central Lift Station Safety Site & Attenuation Basin

• Design of the Basin continues. Met to discuss potential for sole source items due to lead times and specific vendors (Flushing Gates, Pumps, Motors, Grinder, Generators, Transfer Switches, VFD's Harmonic Filter, Flow Meters, Control Panels & Energy Recovery Unit). Discussed the access points for the basin and what is needed for each confined space area. Also discussed timing for bidding and forcemain tie-ins.

TID #4 Elevated Storage Tank & Adams Road Watermain

Pedestal Crew is onsite and performed pours 1 through 4. Starting the week of August 4th there will be approximately 4 to 5 pours per week until the pedestal is completed.
 Watermain to be tested the week of the 4th also. Road restoration to be completed shortly after passing water tests.

Western Village / Sundance Heights Watermain

• Held meeting with Contractor to go over restoration issues. Tentatively will be out toward the end of the week of the 4th to touch up rough areas. Will be stressing cutting and fertilizer to owners to control weeds. Will be working with Highway Department on walkway culverts and paving. Awaiting corrective Change Order and Final Pay Request.

TID #4 Phase 4 Sanitary Sewer & Watermain Extension Project

Project Completed. Final Acceptance for project on agenda.

CALEDONIA UTILITY DISTRICT STORM WATER PROJECTS PROJECT SUMMARY WORKSHEET

Hoods Creek – Aldebaran Brushing Project

• Contractor to pull out minor blockages when the ground is dry.

Turtle Creek Restoration

• Met Southern Wisconsin Appraisal to discuss several easements. Will be modifying 2 easements based on reasonable requests by the Owners.

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

• Coordinating on televising some additional areas of the tile.

MEMORANDUM

DATE: Tuesday, July 29, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.

Public Services Director

RE: White Manor North Subdivision – Water Main Survey Results

BACKGROUND INFORMATION

The Caledonia Utility District has sent out a survey for municipal water for White Manor North. The reason for this survey is because the Village is looking to repave the roads within White Manor North.

authory Bunkelnar

Municipal Water main is located on Dunkelow Road and in Morris Street to the North in Prairie Pathways. Water could easily be extended North on Morris Street to connect to the watermain in Prairie Pathways and also be branched out to White Manor Court. The Utility District staff felt that it would be beneficial to the system for redundancy and water quality (looping).

This survey gauges the interest of installing municipal water main and if property owners would connect to the new main if installed. The survey was sent out to the 32 subdivision lot owners.

Overall, 78% (25 of 32) of the subdivision lot owners responded to the survey. Of the responses received 60% (15 of 25) were Yes, 40% (10 of 25) were No. Of the 25 responses 9 lot owners indicated that they would connect if installed.

RECOMMENDATION

Move to add White Manor North to the CIP and budget. In addition, look to have a Watermain project designed to install watermain.

Lot #	Owner First Name	Owner Last Name	Address	City	State	Zip	Physical Address	Response 1	Response 2				
1	Gary W. Sr. & Cheri L	Harmon	P.O. Box 354	Franksville	WI	53126	3512 Morris Street	No	No	Total Properties	32	Overall Reponses	78%
2	Paul M.	Woller	3516 Morris Street	Franksville	WI	53126	3516 Morris Street	No	No	Total Responses	25		
3	Arthur Lee	Meinig	10401 White Manor Court	Franksville	WI	53126	10401 White Manor Court					No Responses	40%
12	Kristan	Olson	10408 White Manor Court	Franksville	WI	53126	10408 White Manor Court	Yes	Yes				
13	David B & Lia A	Arvai	3548 Morris Street	Franksville	WI	53126	3548 Morris Street	No	No	No Response	10	No Overall	31%
14	Steven J & Colleen M	Snyder	3549 Morris Street	Franksville	WI	53126	3549 Morris Street	No	No	Yes Response	15		
15	George R & Georgian I	Paschke	10320 White Manor Court	Franksville	WI	53126	10320 White Manor Court	Yes	Yes			Yes Responses	60%
30	Dennis H & Amy S	Wolf	3519 Morris Street	Franksville	WI	53126	3519 Morris Street	Yes	No				
31	Dennis	Wolf	3519 Morris Street	Franksville	WI	53126	Vacant Lot	Yes	No			Yes Overall	47%
32	Raymond W & Debra M	Lameer	3513 Morris Street	Franksville	WI	53126	3513 Morris Street						
4	Carin W	Belan	10411 White Manor Court	Franksville	WI	53126	10411 White Manor Court						
5	Stephanie L & Bryan M	Shredl	10417 White Manor Court	Franksville	WI	53126	10417 White Manor Court						
6	Anibal C & Jennifer L	Mojica	10423 White Manor Court	Franksville	WI	53126	10423 White Manor Court	Yes	No				
7	Daryl C	Edlebeck	10425 White Manor Court	Franksville	WI	53126	10425 White Manor Court						
8	Ann L	Luxem	10424 White Manor Court	Franksville	WI	53126	10424 White Manor Court	No	No				
9	Lori & John	Fueston	10420 White Manor Court	Franksville	WI	53126	10420 White Manor Court	Yes	No				
10	David M & Penny	Weber	10418 White Manor Court	Franksville	WI	53126	10418 White Manor Court	Yes	Yes				
11	Dennis M & Cynthia A	Kotowicz	10412 White Manor Court	Franksville	WI	53126	10412 White Manor Court	No	No				
16	-	Krause	10312 White Manor Court	Franksville		53126	10312 White Manor Court						
17	Kirsten L Litwicki &	Michael J Dittman	10306 White Manor Court	Franksville		53126	10306 White Manor Court	No	No				
18	Samuel D & Courtney B	Stulo	10302 White Manor Court	Franksville		53126	10302 White Manor Court						
19	Linda	Gapko	10224 White Manor Court	Franksville	WI	53126	10224 White Manor Court	Yes	Yes				
20	Ryan C & Suzanne A	Gelinskey	10218 White Manor Court	Franksville	WI	53126	10218 White Manor Court	Yes	No				
21	Walter R & Barbara	Ott	10214 White Manor Court	Franksville	WI	53126	10214 White Manor Court	Yes	Yes				
22	Russell W & Eileen A	Gibson	10212 White Manor Court	Franksville	WI	53126	10212 White Manor Court	Yes	Yes				
23	Robert H	Kobriger	10211 White Manor Court	Franksville	WI	53126	10211 White Manor Court	No	No				
24	Daniel A & Jodi M	Nelsen	10215 White Manor Court	Franksville	WI	53126	10215 White Manor Court	No	No				
25	David P	Kaluzny	10217 White Manor Court	Franksville	WI	53126	10217 White Manor Court	No	No				
26	Kevin D & Therese A	Edmonston	10225 White Manot Court	Franksville	WI	53126	10225 White Manot Court	Yes	No				
27	Martin A Geertz & Shareen A Geertz	Revocable Trust	10231 White Manor Court	Franksville	WI	53126	10231 White Manor Court	Yes	Yes				
28	Kenneth P & Nancy M Schabacker	Revocable Trust	10305 White Manor Court	Franksville	WI	53126	10305 White Manor Court	Yes	Yes				
29	Jacob	Rattle	10311 White Manor Court	Franksville	WI	53126	10311 White Manor Court	Yes	Yes				

MEMORANDUM

DATE: Wednesday, July 30, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.

Public Services Director

RE: Change Order #1 – Adams Road Elevated Storage Tank & Water

authory Bunkelnar

Main Extension Project

BACKGROUND INFORMATION

This Change Order has 5 parts which include the following changes. A Metal Span Chamber Room, a Standard Top Platform, Overflow Pipe Insulation Removal, Separate Condensate Line per DNR requirements and Additional Water Main testing time.

The first 3 items of the Change Order were value engineering changes that reduced the overall contract without sacrificing functionally or performance. The 4th item of this Change Order was a requirement of the DNR that was discovered after review by the DNR and after the project was bid out. The last item of this Change Order is due to a potentially leaking valve that appears to have existed prior to the project and is reimbursement for additional time in testing the water main. The testing for this water main after replacement of the valve is to occur July 31st.

This Change Order has a cost of -\$18,850.85 and adjusts the contract by -0.29% at this time.

It is recommended that Change Order #1 be approved.

RECOMMENDATION

Move to approve Change Order #1 for the Adams Road Elevated Storage Tank & Water Main Extension Project with a contract decrease of \$18,850.85.

22C030.05 November 2024

SECTION 00 63 62 CHANGE ORDER

No.	l

Date of Issuance: 7/21/2025 Effective Date: 7/21/2025

Owner: Village of Caledonia Utility District

Contractor: Landmark Structures I, LP

Contractor's Project No.: 24C030.05

Engineer: Foth Infrastructure & Environment, LLC

Engineer's Project No.: 24C030.05

Project: Adams Road Elevated Storage Tank and Water Main Contract Name:

Extension

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

Add the following bid items:

Bid	Description	Unit	Estimated	Estimated	Estimated
Item			Quantity	Unit Price	Total Cost
CO 1-1	Metal Span Chamber Room	LS	1	(\$ 16,800.00)	(\$ 16,800.00)
CO 1-2	Standard Top Platform	LS	1	(\$ 15,100.00)	(\$ 15,100.00)
CO 1-3	Overflow Pipe Insulation Removal	LS	1	(\$ 4,250.00)	(\$ 4,250.00)
CO 1-4	Separate Condensate Line per DNR	LS	1	\$ 7,600.00	\$ 7,600.00
CO 1-5	Additional Water Main Testing Time	LS	1	\$ 9,699.15	\$ 9,699.15

Description:

- CO 1-1: The Contractor proposed alternate materials for constructing the insulated pump/controls room in the base of the tower. The change to metal insulated panels resulted in a credit to the Owner.
- CO 1-2: The Contractor proposed to install their standard sized top platform in lieu of the oversized platform that was shown in the bid drawings. The oversized platform was included based on operator input for operating and maintaining the mud valve on the bottom of the tank. This tank will have a threaded drain fitting in lieu of the mud valve and the oversized platform is not needed. The change resulted in a credit to the owner.
- CO 1-3: The contract documents included insulation on the overflow pipe. The DNR does not require the insulation and the contractor preferred not to install it to allow more options for mounting the separated condensate line required by the DNR. The change resulted in a credit to the owner.
- CO 1-4: The project was bid out before the DNR had completed their review. As a condition of approval, DNR required that the condensate line be a separate pipe all the way from the access tube to the splash pad.
- CO 1-5: The 16"water main connection location at Carol Road was different from the plans and Willkomm spent additional time testing and searching for suspected leak in their newly installed water main. Eventually, the leak was determined to be in the previously installed piping and/or valve. The piping and valve were replaced and paid using the bid prices. This item is to reimburse Willkomm for one day's worth of personnel and equipment time for time spend searching for the leak.

Adams Road Elevated Storage Tank and Water Main Extension Caledonia Utility District

22C030.05 November 2024

CHANCE IN CONTRACT PRICE	CHANCE IN CONTRACT TIMES				
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES				
Original Contract Price:	Original Contract Times:				
¢ € 420,000,00	Substantial Completion: September 18, 2026				
\$ 6,439,000.00	Ready for Final Payment: October 16, 2026				
[1	days or dates				
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change				
Orders No. <u>N/A</u> to No. <u>N/A</u> :	Orders No. N/A to No. N/A:				
4.0	Substantial Completion: September 18, 2026				
\$ <u>0</u>	Ready for Final Payment: October 16, 2026				
	days				
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:				
· -	Substantial Completion: <u>September 18, 2026</u>				
\$ 6,439,000.00	Ready for Final Payment: October 16, 2026				
	days or dates				
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:				
	Substantial Completion: <u>September 18, 2026</u>				
\$ 18,850.85	Ready for Final Payment: October 16, 2026				
	. , _				
	days or dates				
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:				
	Substantial Completion September 18, 2026				
\$ 6,420,149.15	Ready for Final Payment: October 16, 2026				
	days or dates				
	· ·				
RECOMMENDED: ACCE	EPTED: ACCEPTED:				
	Initial Signed by:				
By: Indu M dout By:	By DR Michael Wise				
Engineer (if required) Owner (Au	thorized Signature) Contract ⁶² (Authorized Signature)				
Title: Project Manager Title	Title Project Controls Director				
Date: July 21, 2025 Date	Date 7/22/2025				
Approved by Funding Agency (if applicable)					
	Date:				
By:	Date.				

MEMORANDUM

authory Bunkelnar

DATE: Thursday, July 31, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.

Public Services Director

RE: IDDE Program – Professional Services Agreement

BACKGROUND INFORMATION

As part of the Village's MS4 Permit, the Village is to monitor storm water priority outfalls for Illicit Discharges annually. Illicit Discharges are any discharge to a Municipal Separate Storm Sewer or to Waters of the State that is not composed entirely of storm water. Illicit Discharges are considered a public nuisance.

In the past, the Utility has done 3-year contracts with Strand & Associates (since 2016) to perform the illicit discharge monitoring and reporting on the priority outfalls to be in compliance with the Village's MS4 Permit. The Village's MS4 Permit expired in 2018 and the DNR is currently working on a permit renewal. The new permit is proposed to be completed in late 2025. It is recommended that only a contract for 2025 is done at this time due to the incoming permit and impending changes.

In 2023 the Village was audited by the DNR for its MS4 Permit and it was determined that some of the monitoring procedure needed to be changed. Instead of sending samples to a lab, the DNR now requires that all sampling needs to be done with field kits. This unfortunately will cost significantly more on the testing.

To hit the ground running on the next MS4 Permit for IDDE, I have included a task that will update and review the priority outfalls for the Utility. This should allow the future contracts to be more accurate for costs as the number of priority outfalls will change.

The cost for this contract is \$26,000. It is recommended that the Utility District move forward with this professional services contract to satisfy the 2025 requirements.

RECOMMENDATION

Move to approve the Professional Engineering Services Contract with Strand & Associates for Illicit Discharge monitoring for 2025 with the not to exceed amount of \$26,000 and authorize the President & Secretary of the Caledonia Utility District to execute the Contract.

Agreement For Engineering Consulting Services Between Village of Caledonia Utility District and Village of Caledonia, Wisconsin and Strand Associates, Inc.

THIS AGREEMENT is made this	day of	, 2025, between the Village
of Caledonia Utility District, a utility distric	t created by the Villag	e of Caledonia, Wisconsin pursuant
to Wisconsin Statutes §66.0827, and the	Village of Caledonia, V	Nisconsin, a municipal body of
5043 Chester Lane, Racine, Wisconsin 5	3402 (the Village of Ca	aledonia Utility District and the Village
of Caledonia, Wisconsin, are collectively	hereinafter referred to	as the "Owner") and
Strand Associates, Inc.® (hereinafter refe	rred to as the "Consult	ant") with offices located at
126 North Jefferson Street, Suite 350, Mil	Iwaukee, Wisconsin 53	3202 for services in connection with
the 2025 Illicit Discharge Detection and E	Ilimination Program Pr	oject (hereinafter referred to as the
"Project").		

WHEREAS, the Owner desires to engage the Consultant to provide professional engineering consulting services in connection with the Project; and

WHEREAS, the Consultant desires to render the services as described herein and has the experience, staff and resources to perform those services;

NOW, THEREFORE, the Owner and the Consultant in consideration of their mutual covenants, and intending to be legally bound hereby, herein agree as follows:

- 1. Employment of Consultant. The Consultant shall perform all necessary and required professional engineering services as set forth herein, and the Owner shall pay the Consultant for the performance of such services.
- 2. Scope of Services. The scope of services (hereinafter "Services") shall consist of professional engineering services as set forth on Exhibit "A" attached hereto and incorporated herein, and in subsequent written addenda that may be made a part of this Agreement by mutual agreement of the parties.
- 3. Professional and Ethical Standards. The Consultant shall perform services on behalf of the Owner on a professional and ethical basis, in full compliance with all applicable governmental and professional laws and regulations, and in accordance with the standard of professional practice and care ordinarily exercised by other engineers in the same field, under similar circumstances, and at the same time, performing the services of the type and scope set forth in this Agreement. The Consultant shall avoid any activity that could give the appearance of impropriety.
- 4. Period of Service. A schedule of the Services for the Project is set forth on Exhibit "A". The Consultant shall have an affirmative duty to keep the Owner fully advised of any delays or difficulties that would adversely impact the Project schedule. The Consultant shall complete the Services in accordance with the schedule set forth on Exhibit "A" (unless otherwise extended by the Owner). The Consultant shall provide the Owner with a written up-date on costs incurred on a monthly basis.
- 5. Compensation. As full consideration for the performance of the Services set forth on Exhibit "A", the Owner shall pay to the Consultant compensation in accordance with the fees, charges and payment provisions on Exhibit "B" attached hereto and incorporated herein (hereinafter

the "Agreement Cost"), subject to adjustment only for the causes identified in this Agreement. The Consultant agrees that the total cost for the performance and completion of the Services hereunder shall not exceed the amount of \$26,000.00 (hereinafter the "not to exceed amount") without prior written authorization of the Owner.

- (a) In the event Consultant believes it is entitled to an increase in the not to exceed amount for the Project, the Consultant shall not continue performance hereunder or otherwise incur cost in excess of the not to exceed amount for the Project, unless and until the Owner has notified Consultant in writing that the not to exceed amount has been increased and specifying a revised not to exceed amount. Consultant shall not be entitled to an increase in the not to exceed amount, nor an extension of time for the Services to be performed hereunder, if such Services are reasonably foreseeable within the scope of the Services set forth on Exhibit "A".
- (b) The Consultant shall submit monthly progress invoices to the office of the Village Engineer of the Village of Caledonia, at 5043 Chester Lane, Racine, Wisconsin 53402, for the Services performed and the charges incurred during the preceding period in performing this Agreement. The Consultant shall reference each invoice with the identification of the Project, the not to exceed amount and the amount invoiced to date. The Consultant shall keep accurate records showing all charges and expenses incurred by Consultant for the services performed for the Owner. The Consultant, upon request, shall furnish copies of time sheets, expense reports with receipts, invoices and other documentation necessary to substantiate each invoice to the Owner's reasonable satisfaction.
- (c) The invoices shall also include a brief description of the Services performed, a brief progress report describing the Services performed during the invoice period and a summary of actual hours worked by the Consultant's employees, engaged directly on the Project, by classification and rate, allocated, in a manner acceptable to the Owner, separately for each element of the Services. Direct non-salary expenses, such as subcontracts and other direct costs and expenses shall be itemized separately and allocated, in a manner acceptable to the Owner, for each element of the Services. Within thirty (30) days after receipt of an acceptable invoice, the Owner shall pay all undisputed amounts plus or minus any adjustments that are mutually agreed upon by the parties hereto. Nonpayment of any undisputed amounts within 45 days after receipt of an acceptable invoice may, at Consultant's option, result in the suspension of the Services, and thereafter Consultant will resume the Services upon payment in full of all undisputed amounts and shall have no liability to Owner as a result of such a suspension.
- (d) If any items in any invoices submitted by Consultant are disputed by the Owner for any reason, including, but not limited to, the lack of supporting documentation, Consultant's services are defective or fail to conform to the standards set forth in this Agreement, or the Owner is entitled to a setoff against Consultant, the Owner may temporarily delete the disputed item and pay the remaining amount of the invoice. Within thirty (30) days after receipt of an invoice containing a disputed item, the Owner shall notify Consultant of the dispute and request clarification or remedial action. If any dispute is settled in Consultant's favor, Consultant shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.
- (e) The Agreement Cost includes all federal, state and local taxes of any type. Consultant shall be solely responsible for the payment of all such taxes (whenever implemented and/or assessed) to the proper agencies in a timely fashion and agrees to indemnify and hold harmless the Owner from any loss, cost, claim, damage or expense arising therefrom (including reasonable attorneys' fees). Consultant agrees to accept final payment specified in this Agreement as full compensation for performing the Services.

- Consultant represents that it possesses the skills, experience, expertise, qualifications and knowledge, and has adequate staff and supervision, to provide, within the period of time specified, all engineering, technical and administrative services to perform the Services. The Owner is relying upon the skills, experience, expertise, qualifications and knowledge of Consultant in performing the Services. Consultant shall be responsible for the professional quality, technical accuracy and coordination of the Services and all documents, drawings, reports, plans, data, estimates, summaries, calculations, specifications, studies, software, tapes, models, notes, memoranda, information and material assembled, accumulated or prepared by Consultant or furnished to Consultant by Consultant's subcontractors, or furnished by or on behalf of the Consultant to the Owner, in connection with this Agreement (all documents, drawings, reports, plans, data, estimates, summaries, calculations, specifications, studies, software, tapes, models, notes, memoranda, information and material assembled, accumulated or prepared by Consultant or furnished to Consultant by Consultant's subcontractors, or furnished by or on behalf of the Consultant to the Owner, in connection with this Agreement are hereinafter referred to as the "Materials"). The Consultant shall not be responsible for Materials provided to Consultant by Owner and Consultant may rely upon such materials. Consultant shall correct or revise any errors or deficiencies in the Materials.
- 7. The Owner may at any time change the Services by making additions to, or directing the omission of, parts of the Services and Consultant shall promptly perform such changed Services, provided however, that if any change should, in the opinion of Consultant necessitate an increase in the not to exceed amount and/or the completion schedule, Consultant shall promptly notify the Owner in writing within five (5) days of receipt of such change and Consultant shall not proceed with such changed Services until an agreement on the cost and/or completion schedule increase, if any, has been established in writing and the Owner issues written approval of an increase in the not to exceed amount and/or completion schedule. If Consultant performs any Services without receiving a written approval of an increase in the not to exceed amount and/or completion schedule from the Owner, it shall be conclusively presumed that no cost or completion schedule increase is necessary and any additional costs beyond the not to exceed amount incurred by the Consultant without said express written approval of the Owner shall be borne by the Consultant and the completion schedule shall not be modified.
- 8. Consultant represents to the Owner that it is registered and fully qualified and licensed to perform engineering and consulting services in the Village of Caledonia, Wisconsin, and perform this Agreement; that its services shall conform to the other documents provided hereunder and shall comply with the requirements, specifications, terms and conditions of this Agreement; that Consultant's Services shall be free from negligence; and shall conform to the standard of care applicable to the Consultant. In the event that Consultant's Services do not conform to the above representations, Consultant shall be responsible for the cost of the revision or replacement of the errors and omissions in the Services at the Owner's discretion including, without limitation, any Materials. This remedy shall be in addition to, and not in substitution or limitation of any other remedies available to the Owner at law or in equity or pursuant to this Agreement. The Owner may require the right to review resumes of personnel assigned to the Services showing technical qualifications and experience. The Owner may also review and approve or reject any Materials. Notwithstanding such approvals or acceptance of any personnel or the Materials, Consultant shall be fully liable and responsible for the Services performed and the Materials.

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- 9. Consultant shall provide, maintain and pay for all insurance coverages and minimum limits as provided in Exhibit "C" attached hereto and incorporated herein. To the fullest extent permitted by law, Consultant, for itself, its employees, agents and subcontractors shall indemnify and hold harmless the Village of Caledonia Utility District and the Village of Caledonia, Wisconsin, and their officials, employees, agents and contractors from and against any and all claims, suits, damages, losses and all other liabilities whatsoever, including related expenses and reasonable attorneys' fees, for or on account of injuries to or death of any person, and/or loss of or damage to any property to the extent resulting from the negligent performance of the Services by, or intentional acts of, the Consultant, and/or its employees, agents and subcontractors, or as a result of the breach of any of the requirements, specifications, terms or conditions of this Agreement by Consultant and/or its employees, agents and subcontractors.
- 10. To the extent of payments received from the Owner, Consultant for itself and for its subcontractors, waives and releases any and all rights of liens for payment for the Services performed or Materials provided by Consultant. If any claim or lien arising from the Services performed or Materials provided by Consultant or its subcontractors is filed against the Owner or if evidence exists indicating probable filing thereof, then the Owner may at its option (and without any liability toward Consultant) withhold further payment and/or avail itself of such other remedies as it may have in law or equity.
- 11. All Materials shall be the property of the Owner. All reproducible plans and drawings to be prepared by Consultant shall be submitted in paper and PDF forms in a manner acceptable to the Village Engineer of the Village of Caledonia. Consultant agrees not to assert any rights to such Materials and not to establish any claim under design, patent or copyright laws. It is agreed that all copyrightable Materials produced by Consultant in performing this Agreement have been specifically commissioned by the Owner and shall be considered a "services for hire" and that all copyright therein shall vest in the Owner. At the request of the Owner, Consultant agrees to provide the Owner with written minutes of meetings with the Owner. Provided, however, that Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and engineering computation documents, whether in written or electronic form, which have been incorporated into the Materials and instruments of service, but which were developed by the Consultant independent of this Agreement. Any reuse without the specific written verification or adaptation by the Consultant will be at Owner's sole risk and without liability or legal exposure to Consultant from all claims, damages, losses and expenses, arising out of or resulting therefrom.
- 12. If Consultant shall be adjudged to be bankrupt, or shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency, or if it shall default in the performance of any requirement, specification, term, condition or undertaking to be performed by it under this Agreement, including the payment of any sum due hereunder, and if it fails to correct any such default within ten (10) days following notice thereof from the Owner, the Owner may, without prejudice to any other right or remedy, terminate this Agreement for default. Consultant shall be liable for all costs incurred by the Owner as a result of Consultant being terminated herein.
- 13. The Owner may at any time terminate the Services for its convenience by giving written notice of termination to Consultant at least five (5) business days prior to the termination date. If the Services are so terminated, the Owner shall pay to Consultant a sum equal to Consultant's actual engineering services performed to the date Consultant receives the notice of termination but not previously paid for by the Owner.

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- 14. Upon any termination, Consultant shall (i) promptly discontinue all Services affected (unless a termination notice from the Owner directs otherwise), and (ii) deliver or otherwise make available to the Owner all Materials as may have been accumulated by Consultant in performing this Agreement, whether completed or in process. The Owner may take over the Services and prosecute the same to completion by agreement with another party or otherwise.
- 15. The Owner shall have the right to audit and inspect all books, records and accounts of Consultant insofar as they are pertinent to the Agreement at all reasonable times during the course of the Services and for a period of two (2) years after acceptance thereof. The Owner shall give Consultant a minimum of one (1) week notice before conducting an audit.
- 16. Consultant may not assign or subcontract any portion of the Services without the prior written approval of the Owner. Nothing contained in this Agreement shall create any contractual relationship between the Owner and any subcontractor of Consultant, but Consultant shall be fully responsible to the Owner for all negligent acts or omissions of its subcontractors, their agents and employees in the same manner as Consultant is responsible for the negligent acts or omissions of all persons directly employed by Consultant. The parties agree that there are no third party beneficiaries to this Agreement.
- 17. The Agreement is to be governed by the statutes, laws, ordinances codes, rules, regulations, standards, orders and other governmental requirements of any kind of the United States, State of Wisconsin, Racine County, Wisconsin, Village of Caledonia, Wisconsin, Caledonia Utility District Commission and the Village of Caledonia Utility District. In the event that any provision or provisions of the Agreement shall be void, unlawful or unenforceable, such provision or provisions, or part(s) thereof, shall be deemed stricken from the Agreement, but the Agreement shall not otherwise be affected and the remaining provisions, or part(s) thereof, shall continue in full force and effect and shall be valid and binding on the parties. Consultant represents and warrants that it will comply with all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind in the performance of its Services.
- 18. Consultant shall be an independent contractor in performing its services hereunder. Any failure by the Owner at any time, or from time to time, to require the strict adherence to and performance of the terms of this Agreement shall not constitute a waiver of such terms and shall in no way impair the Owner's right to enforce such terms at any other time. It is expressly agreed between the parties that the Consultant shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the Owner, whether oral or written, without the express consent of the Owner.
- 19. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change or modification is made in writing, dated and expressly refers to this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. This Agreement, including the exhibits attached hereto constitutes the entire Agreement between the Owner and the Consultant and supersedes all prior written or oral negotiations, representations, agreements or understandings.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Village of Caledonia Utility District, a political subdivision of the Village of Caledonia, Wisconsin,

Ву _	
•	Howard Stacey
	President
Ву _	
	Kathleen Trentadue
	Secretary
Villa	ge of Caledonia, Wisconsin, a municipal body
B.,	
Ву _	Thomas Weatherston
	Village President
D.,	
Ву _	Jennifer Bass
	Village Clerk
	-
Strai	nd Associates, Inc.®
Ву _	
. –	Joseph M. Bunker
	Corporate Secretary

Exhibit "A"

2025 Illicit Discharge Detection and Elimination ("Project")

Project Location and Description

The Project location is the Caledonia Utility District ("District") in the Village of Caledonia, Wisconsin. The Project is for professional engineering services including the screening of storm sewer outfalls and sampling of suspected illicit discharges in accordance with Owner's Wisconsin Pollutant Discharge Elimination System (WPDES) Permit.

Scope of Services to Be Performed On the Project ("Services")

The following is a general summary of the Services to be performed on the Project by Consultant:

- 1. Provide an updated storm sewer system map showing the location of priority outfalls accounting for changes since 2016 to the Owner-provided storm sewer system map. Review of priority outfalls will be completed using the WDNR's 2012 IDDE Guidance Document. Owner shall provide updated geographic information system (GIS) layers for storm sewers, storm structures, watersheds, and land use in areas with changes since 2016. The updated number and type of priority outfalls will be used for future years' services and will not be used for the 2025 IDDE Services.
- 2. Provide illicit discharge detection screening at up to 20 priority-major outfalls and up to nine priority-minor outfall locations. Screening services will be in accordance with WDNR guidelines; use an ArcGIS Survey123 tool; and include a narrative description of color, odor, turbidity, oil sheen, surface scum, and flow rate. Provide photographs, official screening evaluation forms, and a summary list of priority outfalls screened for each location. At up to four locations where ponded water is found at a screened outfall, review up to two upstream structures at each outfall for existence of flowing water and document findings. Owner shall provide access to the areas where Consultant is required to perform testing and screening.
- 3. Provide dry weather discharge sampling services at up to 18 priority outfall locations with flow present at the outfall (or flow present at upstream structure where ponded water is found at outfall) during dry weather conditions. Sample parameters include pH, total chlorine, total copper, total phenol, ammonia, and detergents. Sampling will be in accordance with Owner's Municipal Separate Storm Sewer System permit. Analyze collected samples in the field at time of collection. Summarize test results in a table. Report results of samples exceeding WDNR action levels to Owner.
- 4. Provide one eight-hour day of site review within 24 hours of detection seeking to locate the source of the suspected illicit discharge for outfalls with test results that exceed WDNR action levels. Notify Owner of a known or suspected illicit discharge. Owner shall assist consultant in the site review. Owner shall notify the WDNR of a known or suspected illicit discharge. Owner shall provide additional site review not able to be completed by Consultant within the eight hours of allotted time. Provide a narrative and GIS map documenting the Consultant's site review.
- 5. Attend a virtual meeting with Owner to discuss the results of the screening and sampling and draft letter. Revise draft letter based on Owner's comments, as appropriate.
- 6. Provide a letter to Owner with attachments in portable document format summarizing the results of the screening and sampling in draft and final format.

Schedule for Completion of the Services:

Services will commence upon execution of this Agreement, which is anticipated during the week of August 11, 2025, by Owner and Consultant and shall be completed on or before December 31, 2025.

The Services Do Not Include:

Archaeological or botanical investigations, design services, flood studies, geotechnical engineering, land easement surveys and procurement, permit and plan review fees (all permit and plan review fees payable to regulatory agencies shall be paid by Owner), preparation for and/or appearance in litigation on behalf of Owner, and services related to buried wastes and contamination.

Consultant is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through Owner or others to Consultant and where Consultant's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, and topographical surveys.

Exhibit "B"

Not to Exceed Amount:

The Services described on Exhibit "A" shall be provided on an hourly basis plus expenses in accordance with the Professional Fees Rate Schedule set forth below and the Consultant agrees that the total cost for the performance and completion of the Services shall not exceed the total sum of \$26,000.

Professional Fees Rate Schedule

	Hourly Billing Rates*
Principal Engineer	\$334 to \$379
Senior Project Manager	\$238 to \$346
Project Managers	\$130 to \$248
Project Engineers and Scientists	\$ 91 to \$188
Engineering Technicians and	\$ 61 to \$203
Draftspersons	
Administrative	\$124 Average

^{*} Updated annually on July 1

Hourly billing rates may be adjusted on July 1, 2026, in accordance with Consultant's normal annual hourly billing rates adjustments.

REIMBURSABLE EXPENSES

Expenses incurred for travel, meals, printing, postage, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Exhibit "C"

Required Insurance Coverages For Agreement For Engineering Consulting Services

LIABILITY AND INSURANCE - The Consultant shall provide and maintain from insurance companies acceptable to the Owner, insurance to protect the Consultant, employees of the Consultant, Subcontractors of the Consultant, the Village of Caledonia and the Village of Caledonia Utility District and their authorized agents, against hazards and risks of loss. The Consultant shall also include the Village of Caledonia and the Village of Caledonia Utility District as additional insureds in liability policies required by this Agreement with the exception of Worker's Compensation and Professional Liability. The Consultant shall not commence Services under this Agreement until it has obtained all insurance required hereunder and has filed certification thereof with the Owner, nor shall the Consultant allow a Subcontractor to commence Services until all similar insurance required hereunder has been so obtained by the Subcontractor and certification thereof is filed with the Owner. The insurance certification shall be in a form that is satisfactory to Owner and shall be signed and dated by an authorized representative of the insurance carrier(s).

- (A) Worker's Compensation Insurance The Consultant shall maintain during the life of this Agreement the statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Consultant. All Subcontractors and suppliers of material shall furnish to the Consultant evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Consultant.
- (B) Comprehensive General Liability and Property Damage Insurance The Consultant shall maintain during the life of this Agreement Comprehensive General Liability and Property Damage insurance coverage to protect Consultant , employees of the Consultant, Subcontractors of the Consultant, the public, the Village of Caledonia and the Village of Caledonia Utility District and their authorized agents against all claims for injuries or death to persons or damage to property arising from any negligent act or omission of the Consultant or its agents, employees or Subcontractors. In addition, this coverage shall insure the contractual liability assumed by the Consultant under this Agreement. The scope of this coverage shall include commercial general liability, premises and operations, independent contractors, products and completed operations (which shall be maintained for a minimum period of 2 years after final payment), broad form property damage, contractual liability coverage, explosion and collapse hazard and underground hazard, all subject to the following limits:

Bodily Injury and Property Damage: \$2,000,000 per occurrence

\$3,000,000 aggregate

(C) Comprehensive Automotive Liability and Property Damage Insurance - The Consultant shall maintain during the life of this Agreement Comprehensive Automotive Liability and Property Damage insurance coverage, including uninsured and underinsured motorists coverage, to protect Consultant, employees of the Consultant, Subcontractors of the Consultant, the public, the Village of Caledonia and the Village of Caledonia Utility District and their authorized agents against all claims for injuries or death to persons or damage to property arising from the use of motor vehicles, used on or off public roads, whether they are owned, hired, or non-owned vehicles, all subject to the following limits:

Bodily Injury and Property Damage: \$2,000,000 per occurrence \$3,000,000 aggregate

(D) <u>Professional Liability</u> - The Consultant shall maintain during the life of this Agreement and for six (6) years thereafter Professional liability insurance coverage for liability arising from the negligent performance of professional services by Consultant, on a claims made basis, subject to the limit of \$2,000,000 for each claim.

The Consultant shall file with the Owner a certification of insurance containing an endorsement to the effect that cancellation or material change of such policies shall not be effective unless thirty (30) days written notice is given to the Owner prior to such cancellation or material change.

NOTE: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess liability policy. The insurance of the Consultant and all Subcontractors shall be primary and non contributory. Any insurance maintained by the additional insureds named above shall be excess and non contributory to the insurance of the Consultant and all Subcontractors.

MEMORANDUM

DATE: Wednesday, July 30, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.

Public Services Director

RE: Authorization of Signatures – Storage Shop USA Storm Water Pond

authory Bunkelnar

Easement Agreement - 7930 East Frontage Road

BACKGROUND INFORMATION

Storage Shop USA has proposed 11 duplex (22 units) commercial condominium buildings with various improvements at 7930 East Frontage Road. As a condition of approval of the Storm Water Management Plan and Private Construction Plan for the site, Storm Water Pond Easements are required to encompass the 2 Storm Water Ponds proposed on the site.

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

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

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Storm Water Pond Easement Agreement with the Storage Shop USA.

Storm Water Pond Easement Agreement: STORAGESHOPUSA-CALEDONIA LLC

Document Number

Name and Return Address
Mr. Anthony A. Bunkelman P.E.
Village of Caledonia
Engineering Department
5043 Chester Lane
Racine, Wisconsin 53402

104-04-22-07-053-101 104-04-22-07-053-102 104-04-22-07-053-103 104-04-22-07-053-104 104-04-22-07-053-105 104-04-22-07-053-106 104-04-22-07-053-107 104-04-22-07-053-108 104-04-22-07-053-109 104-04-22-07-053-110 104-04-22-07-053-111 104-04-22-07-053-112 104-04-22-07-053-113 104-04-22-07-053-114 104-04-22-07-053-115 104-04-22-07-053-116 104-04-22-07-053-117 104-04-22-07-053-118 104-04-22-07-053-119 104-04-22-07-053-120 104-04-22-07-053-121 104-04-22-07-053-122

Parcel Identification Number (PIN)

STORM WATER POND EASEMENT AGREEMENT: STORAGESHOPUSA-CALEDONIA LLC

This Storm Water Pond Easement Agreement ("Agreement") is made the ______day of July, 2025, by and between **StorageShopUSA**—**Caledonia LLC**, a Wisconsin limited liability company with offices located at 1260 N 46th Street Milwaukee, WI 53208, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

- A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, described and depicted in the StorageShopUSA Caledonia, A Condominium Plat, of record in the Office of the Register of Deeds for Racine County, Wisconsin as Document No. 2704479 and Volume 3 Page 821 & 822. Said real property is referred to in this Agreement as the "Property". A copy of the StorageShopUSA -Caledonia, A Condominium Plat is attached hereto as **EXHIBIT A**.
- B. As a part of the approval by the Grantees of the development of the Property, the Grantees have required the Owner to construct, at the Owner's own cost and expense, a Storm Water Management Plan for the Property as described and prepared by Wyser Engineering, dated and Professional Engineer Stamped April 7, 2025 and Private Improvement Plan for the Property, prepared by Wyser Engineering, dated and Professional Engineer Stamped April 16, 2025 as may be approved and/or amended from time to time by the Grantees, attached hereto **EXHIBIT B** and incorporated herein (the "Plan"). The Plan includes, in part, the construction of Two (2) Storm Water Retention Ponds (collectively, the "Ponds", in singular tense, the "Ponds") described therein and herein. The Grantees have further required as part of said approval that the Owner enter into this Agreement with the Grantees, setting forth the Owner's responsibility to maintain the Plan and provide the Grantees with access to the easement areas described below.
- C. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Storm Water Pond Easement"), as may be necessary for the Grantees to exercise their rights under this Agreement, over that portion of the Property shown and described in attached **EXHIBIT C**, as "Storm Water Pond A Easement Area"; and "Storm Water Pond B Easement Area", hereinafter collectively referred to in this Agreement as the "Storm Water Pond Easement Areas".
- D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.
- E. As used in this Agreement, the term "Drainage Facilities" shall mean the Plan, Storm Water Pond Easement Areas, Access Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Storm Water Pond Easement Areas and/or other areas of the Property from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

<u>AGREEMENT</u>

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

- 1. Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of Retention Pond and Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Drainage Facilities, including, without limitation, mowing, control of weed and algae growth, repair of erosion, and the removal of trees, brush, vegetation and silt, and all other obstacles to the flow of surface water to and from the Drainage Facilities, so that the Drainage Facilities function properly and to their design capacity for the storage and conveyance of storm water and so that there are no obstructions interfering with the location, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Drainage Facilities both during the construction thereof and thereafter and in conformity with this Agreement and the Ordinances of the Village of Caledonia and any restrictive covenants applicable to the Property. The Owner shall prevent the Drainage Facilities from becoming a nuisance.
- Failure to Construct, Clean, Maintain, Alter, Repair and Replace Retention Pond and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten (10) business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements and emergency action, including, without limitation, any construction, engineering, legal and administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levying of said assessments in accordance with Wisconsin Statutes Section 66.0703 and/or 66.0627.
- 3. <u>Alteration or Changes to the Drainage Facilities</u>. The Owner shall not make or construct any alteration or change of the Drainage Facilities, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.
- 4. <u>Indemnification</u>. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their successors and assigns, employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence, construction, use, operation, cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities and/or the Storm Water Pond Easement Areas, and/or (ii) any property

damage and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

- 5. <u>Insurance</u>. Owner shall, at Owner's own cost and expense, and prior to the construction of the Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-licensed insurance carrier, that (i) has coverage and policy limits satisfactory to the Grantees, and (ii) has the Grantees named as additional insureds. Such insurance shall be kept and maintained by the Owner throughout the entire term of this Agreement.
- 6. <u>Grant of Easement</u>. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, a permanent easement and right-of-way over the Property, to and from Seven Mile Road, Hagemann Road, and the East Frontage Road to the Storm Water Pond Easement Areas, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Drainage Facilities, to and from such locations and to the extent set forth in the Plan.
- 7. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns the right to:
 - (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Storm Water Pond Easement Areas, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Storm Water Pond Easement Areas that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Pond Easement Areas, or (ii) ingress and egress to the Storm Water Pond Easement Areas and Seven Mile Road, Hagemann Road or the East Frontage Road.
 - (b) Remove any fences, structures or improvements located within the Storm Water Pond Easement Areas to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Pond Easement Areas, or (ii) maintain ingress and egress to the Storm Water Pond Easement Areas and Seven Mile Road, Hagemann Road or the East Frontage Road.

8. <u>Further Owner Requirements.</u>

- (a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Storm Water Pond Easement Areas without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Storm Water Pond Easement Areas will not be altered without the written consent of the Grantees.
- (c) Owner shall perform the other drainage work in the manner described in

attached **EXHIBIT B**.

- (d) Owner shall comply with (i) the provisions and requirements of the Storm Water Management Plan for the Property, prepared by Wyser Engineering, dated and Professional Engineer Stamped April 7, 2025 and the Private Improvement Plan for the Property, prepared by Wyser Engineering, dated and Professional Engineer Stamped April 16, 2025 as may be approved and/or amended from time to time by the Grantees.
- 9. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Pond Easement Areas or (ii) ingress and egress to the Storm Water Pond Easement Areas. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.
- 10. <u>Non-Use</u>. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.
- 11. <u>Covenants Run With Land</u>. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.
- 12. <u>Warranty</u>. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.
- 13. <u>Term.</u> The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

SIGNATURE PAGES TO FOLLOW

OWNER: STORAGESHOPUSA-CALEDONIA LLC Evan David Salentine STATE OF WISCONSIN) SS COUNTY OF RACINE 9th day of July Personally came before me this Evan David Salentine, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner. Notary Public, State of Wisconsin My Commission expires: 7 - 26 - 3027 **VILLAGE OF CALEDONIA** Thomas Weatherston, President ATTEST: Jennifer Bass, Clerk STATE OF WISCONSIN SS **COUNTY OF RACINE** Personally came before me this _____ day of _____2025, the above-named Thomas Weatherston, President and Jennifer Bass, Clerk, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the

Village of Caledonia.

Notary Public, Racine County, WI

My Commission expires:

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY:	
Howard Stacey, President	
ATTEST: Kathleen Trentadue, Secretary	
STATE OF WISCONSIN)) SS COUNTY OF RACINE)	
Howard Stacey, President and Kathleen Tren	day of2025, the above-named tadue, Secretary, of the Village of Caledonia Utility cuted the foregoing instrument and acknowledged the District.
Notary Public, State of Wisconsin	•
My Commission expires:	

(N 0° 51' 07" E)* (N 0° 35' 34" W 174.71') N 0° 50' 32" E 174.58'

1250 SQ.FT. UNIT 1 50.0

1250 SQ.FT. UNIT 2

1250 SQ.FT. UNIT 3

1250 SQ.FT. UNIT 4

1250 SQ.FT. UNIT 5

50,0

1250 SQ.FT. UNIT 6

1250 SQ.FT. UNIT 17

HAGEMANN ROAD

UNIT 18

NO ACCESS TO HAGEMANN ROAD FOR THE SUBJECT PARCEL TO BE SET FORTH IN THE CONDOMINIUM INSTRUMENTS 5 1° 21′ 04″ W 412.66′ (5 0° 05′ 40″ E 410.70′) (5 1° 21′ 00″ W)*

L-3SOOH 7 D

LC.E.

E FRONTAGE ROAD

(N 89° 16' 00" E 194.56') S 89° 12' 24" E 194.46'

NO ACCESS, PER DOC. NO. 2292203

TRUSTEES DEED DOCUM

UNIT 19

PARCEL 132,970 SQ. FT. OR 3.05 ACRES

1250 SQ.FT. UNIT 20

Ness Car

FOUND BRASS CAP MONUMENT

N: 223,413,78

N: 594,457,73

NORTH LINE OF NW-1002.54 (1002.67)

S 50° 27 0° E 1162')

S 1° 21' 04" W 67.26' (\$0° 05' 40" W 69.05')

MORTH 1/4 CORNER
SEC 7-T4N-R22E
FOUND 1-1/4" REBAR
N: 223,384.72
E: 596,793.29

40°

9 6, 40' 60' 14"×22"

N 0° 50' 32" E 132.47'

(N 1° 09' 53" W 139.97')

N 0° 14' 16" E 140.09'

SURVEYED BY: DRAWN BY: PREPARED 9Y: APPROVED BY: ZMR

WYSER ENGINEERING 300 EAST FRONT STREET MOUNT HOREB, WI 53572 www.wyserengineering.com

STORAGESHOPUSA, -CALEDONIA LLC 6810 CROSS COUNTRY RD. VERONA, WI 53593 PREPARED FOR:

LEGEND **(3**) FOUND PLSS SECTION
MONUMENT TYPE NOTED

FOUND 1" IRON PIPE. UNLESS SIZE NOTED FOUND 3/4" REBAR

PROPERTY LINE --- PLATTED LINE

--- EASEMENT/RESTRICTION LINE - RIGHT-OF-WAY LINE

PROPOSED EDGE OF ASPHALT LIMITED COMMON ELEMENT

NO HIGHWAY ACCESS

L ZACHAY M ZEYNOLDS, WISCONSIN PROFESSIONAL LAND SHRYEYER
\$223 DO HEREIV CERTIFY THAT I HAVE SURPEYS THE HAVING
DESCRIBED PROPERTY AND THAT THAS SHRYEY AND THAT IS CORRECT
TO THE BEST OF THAT MONINE DOES AND BLEEF WITH THE WRORMATION
PROVIDED, BY THE ORDER OF THOSE LISTED HERCON, AND SAIN
ACCURATE REPRESENTATION OF THE CYTECHD BANDLARY MAS,
ACCURAT SURVEYORS CERTIFICATE

1250 SQ.FT. UNIT 15 UNIT 16

INFHERMORE, IN COMPLIANCE WITH CHAPTER TOLLI WISCOMSIN.
STATUTES, THE CONDUMINUM PLATES SHOWN HEREON IS A CORRECT.
REPRESENTATION OF "STORMGESHOPUSA" - CALEDDHIA" AS PROPOSED
AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF
EACH UNIT, COMMAND ELEMENTS, AND LIMITED DOMINAND ELEMENTS.

OWNERS.
DEBORALTA WILLMS TRUST
DATED JUNE 9, 2011
7909 HAGEMANN ROAD

(N 13° 05' 14° E)* (N 11° 38' 58° E 106.82') (N 13° 05' 07" E 106.88

1250 SQ.FT. UNIT 7

1250 SQ.F.F. UNIT 8

1250 SQ.FT UNIT 9 50.0 1250 SQ.FT. UNIT 10

1250 SQ.FT. UNIT 11

50.0

1250 SQ.FT. UNIT 12

1250 SQ.FT. UNIT 13 1250 SQ.FT. UNIT 14

FOUND 3/AT REBAR COST
SOUTH AND 0.11 EAST OF
LOT CORNER, EAST
OF LOT CORNER, I'T PIPE
HELD FOR BEARING OF
SOUTH PROPERTY LIXE

(\$11° M 12° W 12407) \$13° 05' 07' W 124.47'

LANDS

N 89° 07′ 47" W 399.77 (N 89° 24′ 00" W 399.93′)

LANDS

LAND SURVEYOR

STORAGESHOPUSA - CALEDONIA A CONDOMINIUM PLAT

A TRACT OF LAND AS DESCRIBED IN A TRUSTEE'S DEED, RECORDED ON DECEMBER 16, 2624 AS DOCUMENT NO, 2891448, LOCATED IN PART OF THE MORTHWEST QUARTER OF THE MORTHWEST QUARTER OF SECTION 1, TOWN A LIORTH, BANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

LEGAL DESCRIPTION, AS SURVEYED

25' X 25' VISION

►P.O.B.

NOTES

50.0' 1250 SQ.FT. UNIT 21 1250 SQ.FT. UNIT 22

FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC ON THE WEEK OF JUNE 3 AND OCTOBER 30, 2024.

2. NORTH RESPENCE FOR THE PLAT JAKE BASED ON THE WISCOMEN CORRONNATE BRIEFORD SYSTEM, NAD 83 (2011) WISCOMEN CORRONNATE ARE BRIEFORD SYSTEM, NAD 83 (2011) WISCOMEN CORP. OF THE MORTHWEST QUARTER OF SECTION 7, 14N, RZZE, BERNS SS SY 17 23.

BUILDING PLANS & DIMENSIONS ARE BASED UPON DRAWINGS PROVIDED BY THE OWNER AND DO NOT REPRESENT AS-BUILT CONDITIONS.

ALL IMPROVEMENTS DEPICTED WITHIN THE CONDOMINIUM LIMITS ARE PROPOSED.

UNLESS OTHERWISE NOTED, ALL AREAS OUTSIDE OF THE JNIT BOUNDARIES ARE COMMON ELEMENTS.

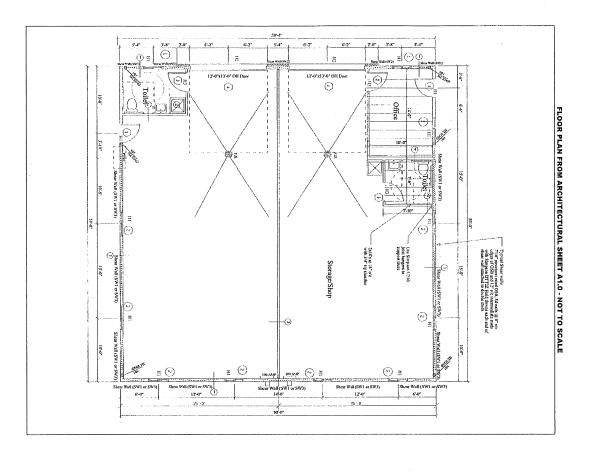
ALL AREAS DEPICTED ON THE CONDOMINIUM PLAT AS LIMITED COMMON ELEMENTS (LCE'S) SHALL BE GOVERNED BY THE TERMS & CONDITIONS OF THE DECLARATION.

UNIT AREAS ARE APPROXIMATE AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE DECLARATION.

THIS PARCEL IS SUBJECT TO ALL EASEMENTS & AGREEMENTS, BOTH RECORDED AND UNRECORDED.

RECORD DATA PER TPP NO. 1035-01-20 RECORD DATA PER DEED DOCUMENT NO. 2691446

EXHIBIT A PAGE 1 of 2



STORAGESHOPUSA - CALEDONIA

A CONDOMINIUM PLAT

A TRACT OF LAND AS DESCRIBED IN A TRUSTEES DEED, RECORDED ON DECEMBER 16, 2024 AS DOCUMENT NO. 25214A, ICOATED IN PART OF THE MORTHWEST QUARTER OF THE MORTHWEST QUARTER OF SECTION 1.7 (MINH A) HORTH, MANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

STORAGES HOPUSA-CALEDONIA LLC. AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DWIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THE PLAT.

WITNESS THE HAND AND SEAL OF SAID AUTHORIZED MEMBER THIS 1 DAY OF 3 LAY 20 25

IN THE PRESENCE OF:

STORAGESHOPUSA-CALEDONIA LLC

STORAGESHOPUSA -CALEDONIA LLC 6810 CROSS COUNTRY RD. VERONA, WI 53593

WYSER ENGINEERING 300 EAST FRONT STREET MOUNT HOREB, WI 53572 www.wyserengineering.com PREPARED FOR:

SURVEYED BY: DRAWN BY: APPROVED BY: PREPARED BY:

DZ/ML AJL ZMR

WYSER

BY: EVAN SALENTINE, AUTHORIZED MEMBER

STATE OF WISCONSIN)
DANE COUNTY) ss.

THE ABOVE NAMED AUTHORIZED WEMBER, EVAN SALENTINE, TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES _05/05/2028 ___

AN PUBLIC STATE OF WISCONSIN

PERSONALLY CAME BEFORE WE THIS 1 ST DAY OF CHANGE

_ 20.25





VILLAGE OF CALEDONIA VILLAGE BOARD CERTIFICATE

FROM (ALL OF): |104-04-22-07-053-000

RESOLVED THAT THE CONDOMNIUM PLAT, STORAGESHOPUSA - CALEDOWA, LOCATED IN THE VILLAGE OF CALEDOWA BOARD CALEDOWA, RACINE COUNTY, WISCONSIN, IS HEREBY APPROVED BY THE VILLAGE OF CALEDOWA BOARD RESOLUTION, DATED $M \sim 2.7$

7/2/2025

1'' = 1000'

LOCATION MAP

SHEET NO. DRAWING INDEX

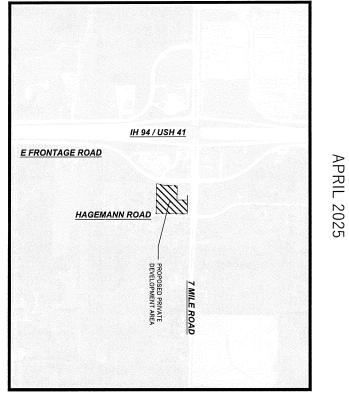
SITE PLAN
FIRE APPARATUS PLAN
GRADING & EROSION CONTROL PLAN
DETAILED GRADING PLAN
UTILITY PLAN
DETAILS
DETAILS DETAILS LANDSCAPE PLAN

C100 C101 C200 C201 C300 C400 C401 L100

V001

EXISTING CONDITIONS MAP

RACINE COUNTY, WISCONSIN VILLAGE OF CALEDONIA



PROJECT CONTACTS

VILLAGE OF CALEDONIA TODD WILLIS, VILLAGE ADMINISTRATOR 5043 CHESTER LANE

CALEDONIA, WI 53402 twillis@caledonia-wi.gov

262-835-4451

ANTHONY BUNKELMAN P.E., PUBLIC SERVICES DIRECTOR 5043 CHESTER LANE CALEDONIA, WI 53402

DESIGN CONTACT
WYSER ENGINEERING
ADAM WATKINS, PE
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
608-437-1980
adam.watkins@wyserengineering.com

abunkelman@caledonia-wi.gov 262-835-6416



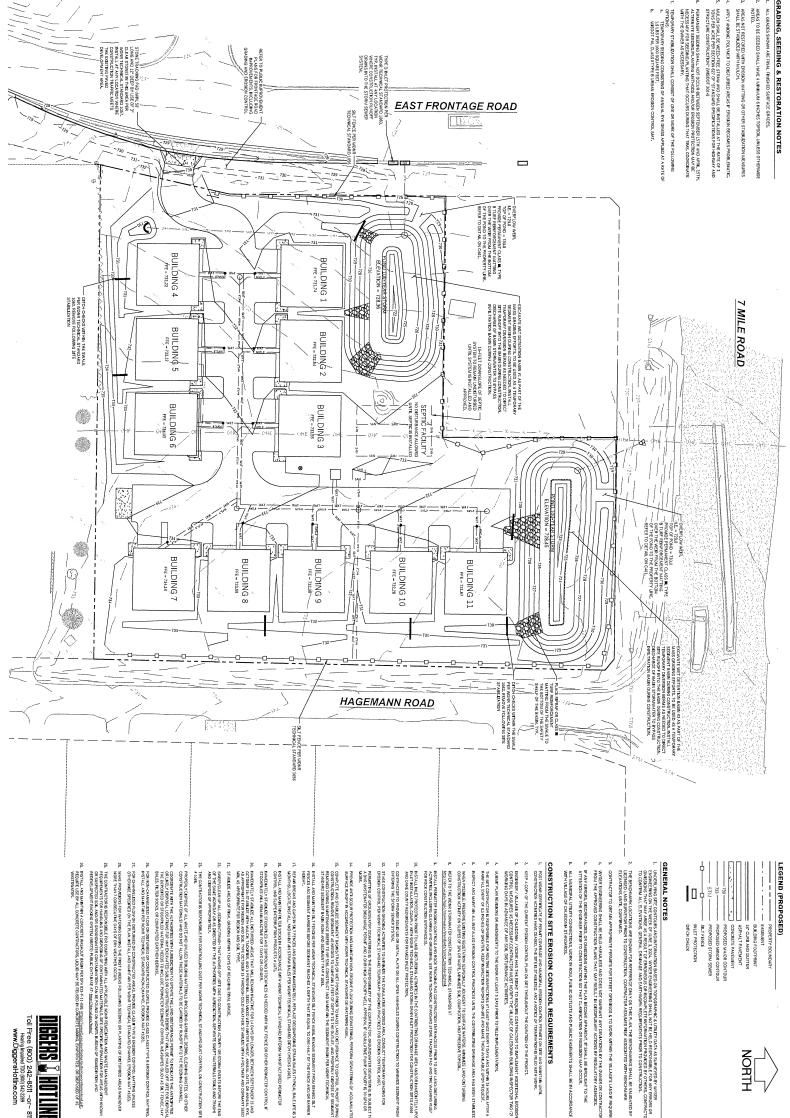
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No. Do Craphic Scole Scole Wyser Set Type Dote Issued	STORAGE SHOP USA - CALEDONIA		
0. 200. 100 24-1271 REVIEW 04/04/202	CALEDONIA, RACINE COUNTY, WI	StorageShop USA™ `	VYSER
000'1500'	Sheet Title: TITLE SHEET	7930 HAGEMANN ROAD CALEDONIA, WI 53108	5 7



STORAGESHOPUSA - CALEDONIA

PRIVATE IMPROVEMENTS PLANS

EXHIBIT B PAGE 2 of 4





STORAGE SHOP USA - CALEDONIA

CALEDONIA, RACINE COUNTY, WI

Sheet Title: GRADING & EROSION CONTROL PLAN



7930 HAGEMANN ROAD CALEDONIA, WI 53108



Wyser Sheet Date: 24-1271 04/04/2025 REVIEW C200

EXHIBIT B PAGE 3 of 4

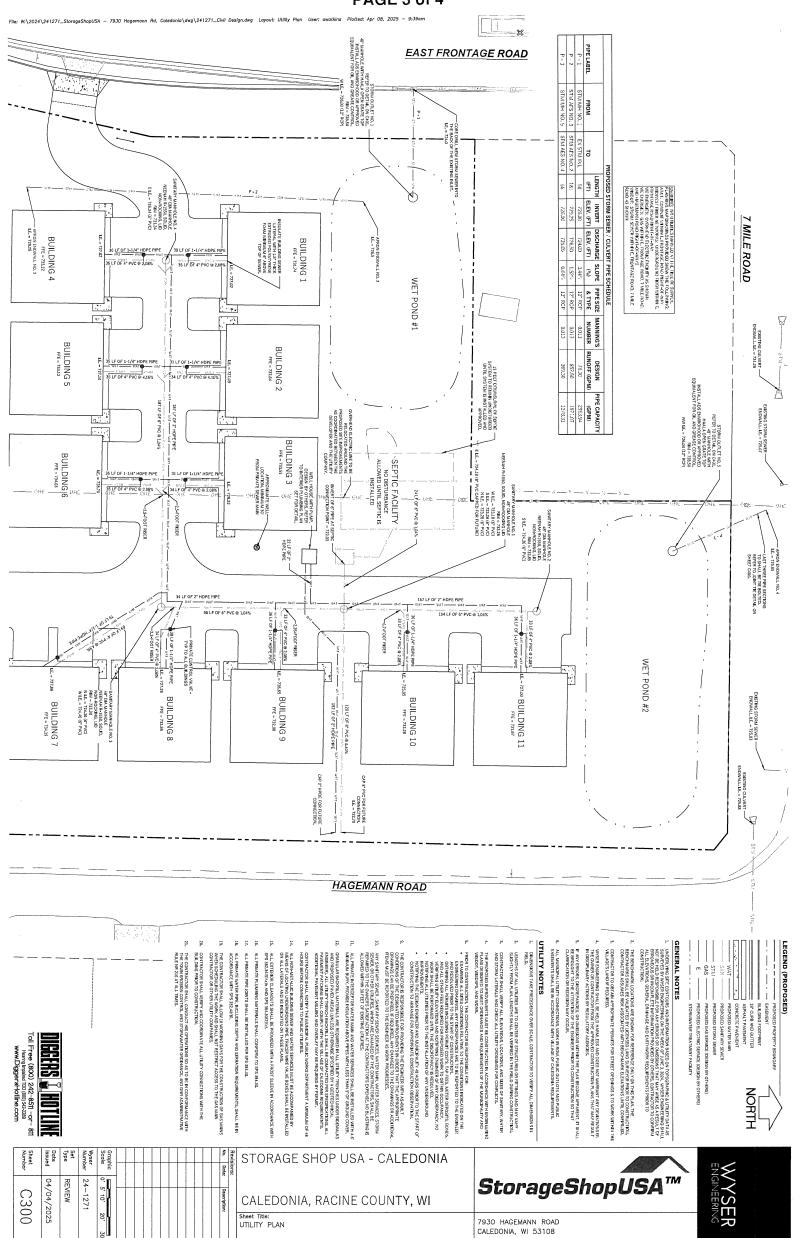
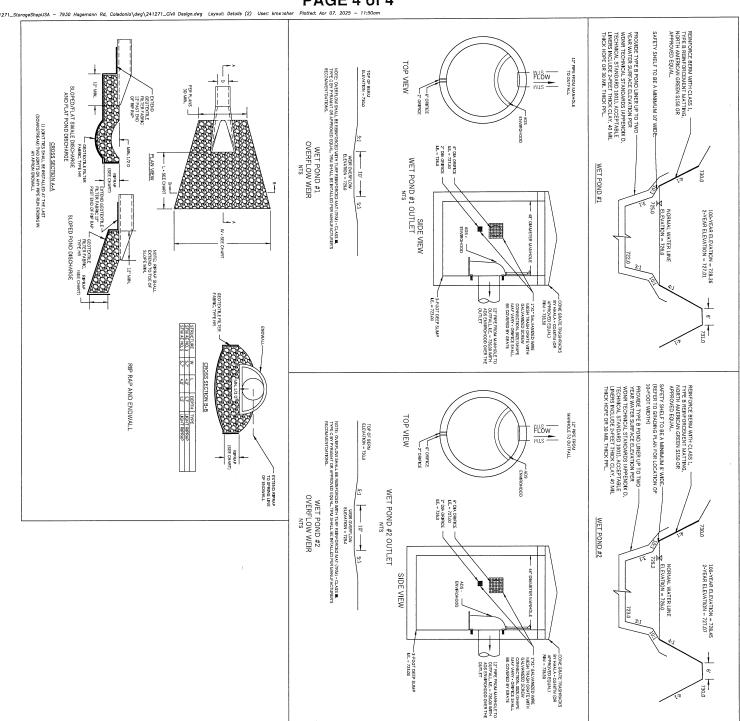


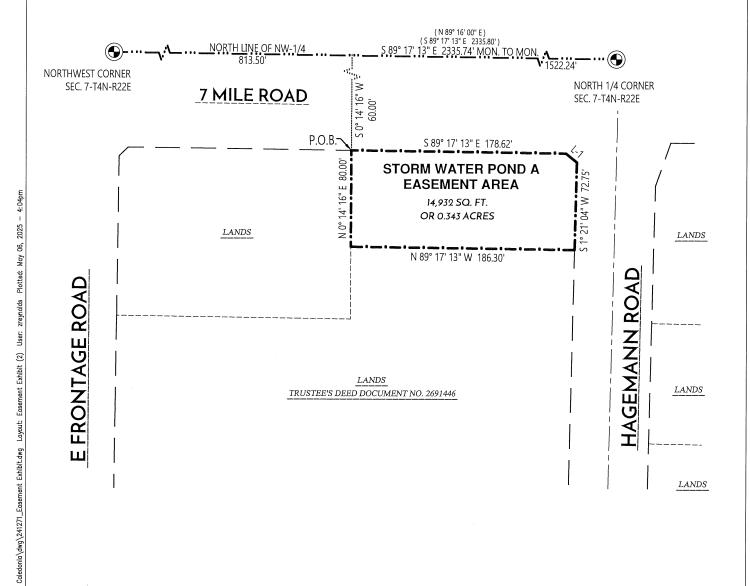
EXHIBIT B PAGE 4 of 4



Scophic Stophic Stophic Sheet Shop USA - CALEDONIA Sheet She		™ ZG
CALEDONIA, RACINE COUNTY, WI	StorageShopUSA [™]	YSE
DETAILS	7930 HAGEMANN ROAD CALEDONIA, WI 53108	5 7

STORM WATER POND A EASEMENT AREA

PART OF A TRACT OF LAND AS DESCRIBED IN A TRUSTEE'S DEED, RECORDED ON DECEMBER 16, 2024 AS DOCUMENT NO. 2691446, LOCATED IN PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWN 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.



LEGEND

RIGHT-OF-WAY LINE
PLATTED LOT LINE
PLATTED LOT LINE
CENTERLINE

- SECTION/QUARTER LINE

EASEMENT NOTES:

NORTH REFERENCE FOR THIS PLAT ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, NAD 83 (2011) WISCRS-RACINE, GRID NORTH. THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, T4N, R22E, BEARS S 89* 17' 13" E.

LINE TABLE		
LINE # BEARING		DISTANCE
L-1	S 50° 52' 07" E	11.68'

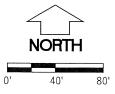


PREPARED BY:

WYSER ENGINEERING 300 EAST FRONT STREET MOUNT HOREB, WI 53572 www.wyserengineering.com PREPARED FOR:

STORAGESHOPUSA-CALEDONIA 6810 CROSS COUNTRY ROAD VERONA, WI 53593 SURVEYED BY:

DRAWN BY: ZMR APPROVED BY: ZMR PROJECT NO: 241271 SHEET NO: 1 of 1



File: W:\2024\241271_StorageShopUSA --

7930 Hagemann Rd.

EXHIBIT C Page 2 of 4

Legal Description

STORM WATER POND A EASEMENT AREA

Part of Northwest Quarter of the Northwest Quarter of Section 7, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, more particularly described as follows:

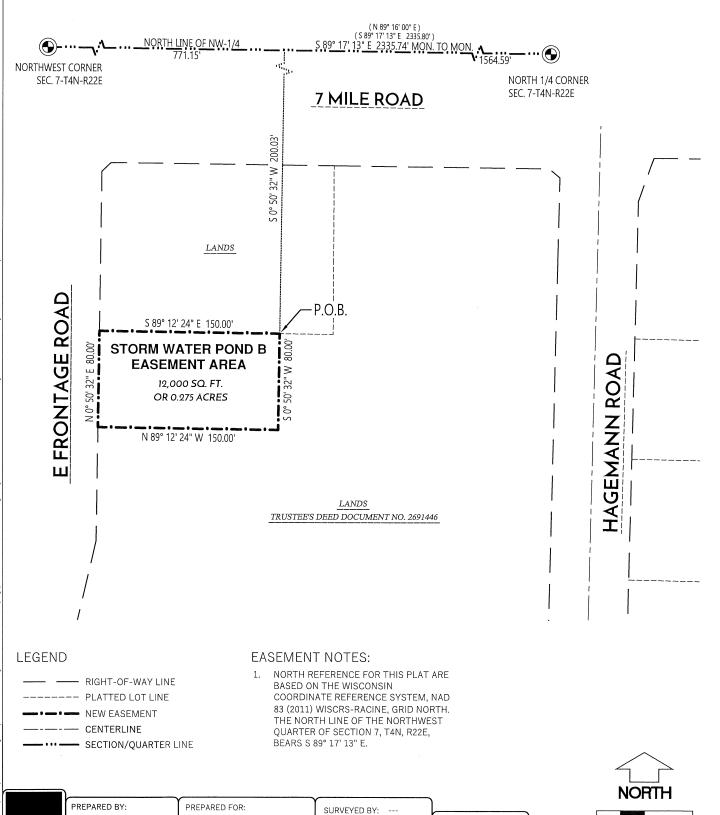
Commencing at the Northwest Corner of aforesaid Section 7; thence, along the North line of the Northwest Quarter of said Section 7, South 89 degrees 17 minutes 13 seconds East, 813.50 feet; thence, South 00 degrees 14 minutes 16 seconds West, 60.00 feet to a point on the South right-of-way of 7 Mile Road, also being the Point of Beginning;

Thence, along said South right-of-way, South 89 degrees 17 minutes 13 seconds East, 178.62 feet; thence, continuing along said right-of-way, South 50 degrees 52 minutes 07 seconds East, 11.68 feet to a point on the West right-of-way of Hagemann Road; thence, along said West right-of-way, South 01 degree 21 minutes 04 seconds West, 72.75 feet; thence, North 89 degrees 17 minutes 13 seconds West, 186.30 feet; thence, North 00 degrees 14 minutes 16 seconds East, 80.00 feet back to the Point of Beginning.

Said easement area covers 14,932 Square Feet or 0.343 Acres, more or less.

STORM WATER POND B EASEMENT AREA

PART OF A TRACT OF LAND AS DESCRIBED IN A TRUSTEE'S DEED, RECORDED ON DECEMBER 16, 2024 AS DOCUMENT NO. 2691446, LOCATED IN PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWN 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.



241271

1 of 1

PROJECT NO:

SHEET NO:

7MR

DRAWN BY:

APPROVED BY: ZMR

File: W.\2024\241271_SlorageShopUSA — 7930 Hagemann Rd, Caledonia\dwq\241271_Easement Exhibit.dwg Layout: Easement Exhibit. User: zreynolds

WYSER ENGINEERING 300 EAST FRONT STREET MOUNT HOREB, WI 53572

www.wyserengineering.com

STORAGESHOPUSA-CALEDONIA 6810 CROSS COUNTRY ROAD

VERONA, WI 53593

Plotted: May 06, 2025

EXHIBIT C Page 4 of 4

Legal Description

STORM WATER POND B EASEMENT AREA

Part of Northwest Quarter of the Northwest Quarter of Section 7, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of aforesaid Section 7; thence, along the North line of the Northwest Quarter of said Section 7, South 89 degrees 17 minutes 13 seconds East, 771.15 feet; thence, South 00 degrees 50 minutes 32 seconds West, 200.03 feet to the Point of Beginning;

Thence, continuing South 00 degrees 50 minutes 32 seconds West, 80.00 feet; thence, North 89 degrees 12 minutes 24 seconds West, 150.00 feet to a point on the easterly right-of-way of East Frontage Road; thence, along said East right-of-way, North 00 degrees 50 minutes 32 seconds East, 80.00 feet; thence, South 89 degrees 12 minutes 24 seconds East, 150.00 feet back to the Point of Beginning.

Said easement area covers 12,000 Square Feet or 0.275 Acres, more or less.

MEMORANDUM

DATE: Wednesday, July 30, 2025

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.

Public Services Director

RE: Final Acceptance – TID #4 Phase 4 Sewer & Water Main Extensions

authory Bunkelnar

BACKGROUND INFORMATION

Dorner Inc. has submitted the final pay request for the TID #4 Phase 4 Sewer & Water Main Extensions Project. The work was started in 2024 and completed in 2025. This payment is for the final adjustment of quantities and retainage.

The Final Lien waivers have been received.

RECOMMENDATION

Move to recommend Final Acceptance of the TID #4 Phase 4 Sewer & Water Extensions Project.

E506 Luxemburg Road, P.O. Box 129 Luxemburg, WI 54217 920-845-2442 (PH) 920-845-2458 (Fax)

		DATE:	July 23 202	5
For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,				
forby				
	se 4 Sanitary Sewer		on #21CO30.01	
same being situated in	Racine	County, State of V	Visconsin, described	d as
	Final Lie	en Waiver		
for all labor performed and for	all material furnished for	or the erection, constru	etion, alteration or r	epair of
said building and appurtenance	es, except,	n	one.	
Authori	zed Signature	na Apphe	nbrenne	<i>y</i>
Co	ompany Name	Dor	ner Inc.	
	Address	E506 Luxembu	rg Rd, PO Box 129	
	City/State/Zip	Luxembu	rg, WI 54217	
	÷			

E506 Luxemburg Road, P.O. Box 129 Luxemburg, WI 54217 920-845-2442 (PH) 920-845-2458 (Fax)

	DATE: June 18 2025
For value received, we hereby waive all ri	ights and claims for lien on land and on buildings
about to be erected, being erected, erected, alte	red or repaired and to the appurtenances thereunto,
forVillage o	of Caledonia
by Dorne	
for TID 4 Phase 4 Sanitary Set	
same being situated in Racine	
Fin	al Lien Waiver
	shed for the erection, construction, alteration or repair of none.
Authorized Signature <u>.</u> Company Name	guhard formation RJ Underground, Inc.
Address	5330 50th Street
City/State/Zip	Kenosha, WI 53144

E506 Luxemburg Road, P.O. Box 129 Luxemburg, WI 54217 920-845-2442 (PH) 920-845-2458 (Fax)

	DATE: June 18 2025
For value received, we hereby waive all right about to be erected, being erected, erected, altered for Village of C by Dorner In for TID 4 Phase 4 Sanitary Sewer	s and claims for lien on land and on buildings or repaired and to the appurtenances thereunto, c.
for TID 4 Phase 4 Sanitary Sewer same being situated in Racine	
Final L	ien Waiver
for all labor performed and for all material furnished	for the erection, construction, alteration or repair of
said building and appurtenances, except,	none.
Authorized Signature	Hu Att
Company Name	Stark Pavement Corp
. Address	12845 W Burleigh Rd
City/State/Zip	Brookfield, WI 53005

E506 Luxemburg Road, P.O. Box 129 Luxemburg, WI 54217 920-845-2442 (PH) 920-845-2458 (Fax)

	DATE : July 21 2025
For value received, we hereby waive all rights	
about to be erected, being erected, erected, altered of	
by Dorner Inc.	c
for TID 4 Phase 4 Sanitary Sewer	
same being situated in Racine	
Final Lie	en Waiver
for all labor performed and for all material furnished for said building and appurtenances, except,	
Authorized Signature	n Depor
Company Name	Homer Tree Service, Inc.
Address	16464 W 143Rd St
City/State/Zip	Lockport, IL 60441