### **RESOLUTION NO. 2020-113**

## A RESOLUTION OF THE VILLAGE OF CALEDONIA BOARD OF TRUSTEES APPROVING SUBSTITUTE SECOND AMENDED CONTRACT FOR THE CALEDONIA -MT. PLEASANT MEMORIAL PARK BETWEEN THE VILLAGE OF CALEDONIA AND THE VILLAGE OF MOUNT PLEASANT UNDER WIS. STAT. §66.0301

WHEREAS, Mount Pleasant and Caledonia jointly own and are parties to a Contract dated October 17, 2013, amended in January 2020 for the purposes of management, operation and oversight of the Caledonia-Mount Pleasant Memorial Park (the "Joint Park") pursuant to Wis. Stat. 66.0301; and,

WHEREAS, the Joint Park was dedicated in 1950 to Caledonia and Mount Pleasant veterans who served in World War II and the Korean War; and,

WHEREAS, the parties desire to restructure the management, oversight and administration of the Joint Park to better serve the community; and,

WHEREAS, in January 2020 the Villages created the Joint Park Transition Commission (JPTC) to oversee and recommend a restructuring of the operations and oversight of the Joint Park; and,

WHEREAS, on August 27, 2020 the JPTC recommended that Caledonia and Mount Pleasant negotiate turning over operations of the Joint Park to the Village of Caledonia because the Joint Park's operations are more efficient, consistent, and cost effective when ran by one entity; and,

WHEREAS, on September 28, 2020, the Mount Pleasant Village Board approved a draft of the second amended contract between the two Villages addressing the Joint Park;

WHEREAS, on October 26, 2020, the Caledonia Village Board approved Resolution No. 2020-92 that incorporated a draft of an agreement between the two Villages addressing the Joint Park that was different from the September 28, 2020 Mount Pleasant approval;

WHEREAS, after further review the Village's staff has recommended the approval of the draft of the second amended contract that was approved by Mount Pleasant on September 28, 2020.

**NOW, THEREFORE BE IT RESOLVED** that the Caledonia Village Board approves the substitute Second Amended Contract for the Caledonia – Mount Pleasant Memorial Park between the Villages of Caledonia and Mount Pleasant under Wis. Stat. §66.0301, attached as **Exhibit A**.

Adopted by the Village of Caledonia Board of Trustees, Racine County, Wisconsin, this  $\underline{124}$  day of November, 2020.

Village of Caledonia Bv: James Dobbs

Village President

Attest:\_ Karie Pope

Village Clerk

## SECOND AMENDED CONTRACT FOR THE CALEDONIA - MT. PLEASANT MEMORIAL PARK BETWEEN THE VILLAGE OF CALEDONIA AND THE VILLAGE OF MOUNT PLEASANT UNDER WIS. STAT. §66.0301

This agreement, entered into and effective as of January 1, 2021, by and between the Village of Caledonia, Wisconsin (hereinafter referred to as "Caledonia') and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as "Mt. Pleasant"), hereinafter collectively referred to as the "Parties" (the "Agreement").

WHEREAS, Caledonia and Mt. Pleasant jointly own the Caledonia – Mount Pleasant Memorial Park located at 9614 County Road K, Franksville, WI 53126 (hereinafter referred to as the "Joint Park");

WHEREAS, Caledonia and Mt. Pleasant, on or about January 27, 2020, entered into an agreement, a copy of which is attached as <u>Exhibit A</u> hereto ("Amended Joint Park Agreement"), modifying their October 17, 2013 agreement and establishing the Joint Park Transition Commission ("JPTC") to govern the Joint Park and to make recommendations for long-term governance and operations; and,

WHEREAS, the JPTC, in an August 27, 2020 resolution determined that both communities are best served by one municipality being charged with the management, oversight, and administration of the Joint Park and recommended as follows:

- 1. The Village of Mount Pleasant and the Village of Caledonia negotiate an agreement for the takeover of Caledonia-Mount Pleasant Memorial Park operations by the Village of Caledonia.
- 2. That ownership of the Caledonia-Mount Pleasant shall remain unchanged.
- 3. That the name of the Caledonia-Mount Pleasant Memorial Park shall remain unchanged.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the Parties mutually acknowledge, the Parties agree as follows:

- 1. **Authority**. This agreement is entered into pursuant to the authority set forth in Wis. Stats. § 66.0301.
- 2. **Ownership.** The Parties shall continue to jointly own the Joint Park.
- 3. **Name.** The Joint Park shall continue under the name: "Caledonia Mount Pleasant Memorial Park."
- 4. **Dissolution of the Joint Park Transition Commission**. The JPTC created by the Amended Joint Park Agreement is dissolved.
- 5. Management, Oversight and Administration. The Board of Trustees of Caledonia

shall have charge of the Joint Park in accordance with § 27.08(3), Wis. Stat., Caledonia shall have all of the powers set forth under §§ 27.08 and 27.10, Wis. Stat., and as follows:

- (a) <u>Policy</u>. The Village Board of Caledonia shall constitute the sole policy making body for the operation of the Joint Park and may adopt such ordinances and regulations as it deems necessary for the oversight and management of the Joint Park;
- (b) Operations and Finance. Caledonia shall exercise exclusive authority over the Joint Park operations and finances, including park uses, procurement, employees, payroll and employee benefits administration, compliance with Local, State and Federal requirements, and procurement of insurance policies including errors and omissions, comprehensive general liability coverage, bodily injury coverage property damage coverage, auto coverage, health insurance, and worker's compensation. Caledonia shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Joint Park. All personnel, with the exception of independent contractors, third-parties and volunteers, that work in the Joint Park shall be employees of Caledonia for reporting purposes, payroll and employee benefits and shall operate under and be subject to, the Caledonia Personnel Policy Manual. Caledonia shall receive, handle, distribute, and expend all monies and revenues created by operation of the Joint Park in any matter Caledonia determines appropriate.
- (c) <u>Kids Connection Playground</u>. Notwithstanding the exclusive operation authority given to Caledonia under this Agreement, the Kids Connection Playground shall not be substantially changed or modified without the consent of the Caledonia and Mount Pleasant Village Boards. "Substantially changed" means changes to the structure or location. Substantially changed does not include maintenance or repairs to the structure.
- 6. **Mt. Pleasant Obligations.** In recognition of the continuation of joint ownership of the Joint Park, Mt. Pleasant shall have the following obligations:
  - a. Insurance. Mt. Pleasant shall carry at a minimum property liability insurance on the Joint Park premises.
  - b. Financial Support. Mount Pleasant shall provide financial support for the Joint Park as follows:
    - i. Mount Pleasant shall contribute \$5,000.00 annually to Caledonia to solely be used for the maintenance, repair and general upkeep of the Kids Connection playground and surrounding improvements that support the use of the Kids Connection playground such as the adjacent parking lot and restroom.
    - The Mount Pleasant Board of Trustees shall meet to discuss and vote on a resolution for funding requests for specific capital projects (over \$25,000.00) provided that the request for financial assistance is made by the Village of Caledonia prior to August 1 of the year to the year that the financial assistance would be paid.
    - iii. All payments under this section shall be made to Caledonia by January 1 of each year.
- 7. **Term**. This Agreement shall be effective upon execution and shall continue in force and

effect for an indefinite term subject to being amended or terminated upon one year's written notice served upon the other village. In the event that the Village of Mount Pleasant terminates this Agreement under this Section, the Village of Mount Pleasant agrees to reimburse the Village of Caledonia fifty percent (50%) of all Joint Park capital project expenses for the prior three (3) years, less any payments made under Section 6.b.ii. of this agreement.

- 8. **Polling Location**. The Village of Mount Pleasant may continue to utilize the Joint Park as a polling location during the term of this Agreement unless the Parties agree otherwise.
- 9. **Notices**. All notices hereunder shall be given by personal service or certified or registered mail addressed to the respective Village Clerks at the respective Village Halls.
- 10. **Amendments**. This Agreement may be amended from time to time by written agreement of the parties.
- 11. **Prior Agreements**. This Agreement hereby rescinds and supersedes all prior agreements, including the Prior Joint Park Agreement and the Amended Joint Park Agreement, entered into by the parties in regard to the subject matter of this Agreement.
- 12. **Interpretation**. This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
- 13. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.
- 14. **Dispute Resolution Remedies**. Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected Parties a written statement of the claim, dispute, or other matter in question. The Parties shall meet within fourteen (14) days after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute, or other matter in question amicably. If such meeting does not resolve the claim, dispute, or other matter in question, a demand for mediation shall be filed in writing with the other affected Parties shall agree to a mutually convenient date and time to conduct the mediation; provided, that the mediation must occur within thirty (30) days of the request unless a later date is agreed to by the Parties in writing.

VILLAGE OF CALEDONIA VILLAGE OF MT. PLEASANT 3 19-15-2020 12/8/20 By: David DeGroot

Village President

Village President

Attest: KOUL POPL 12-15-2020 date

Attest: AUM 12/8/20 date

Village Clerk

Stephanie Kohlhagen Village Clerk

#### **RESOLUTION NO. 2020-06**

# RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING AN AMENDED CONTRACT FOR JOINT PARK OF CALEDONIA AND MT PLEASANT UNDER WIS. STAT. § 66.0301.

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

WHEREAS, the Village of Caledonia and Village of Mt. Pleasant previously entered into an agreement on October 17, 2013, to govern the structure and operations of the Caledonia-Mt. Pleasant Memorial Park ("Joint Park").

WHEREAS, Village staffs and Village Attorneys of both the Village of Caledonia and Village of Mt. Pleasant have reviewed the structure and oversight set forth in that agreement.

WHEREAS, the Villages have begun recent discussions for the long-term plans for the Joint Park. A part of the long-term vision of the Joint Park is to create a smaller governing commission with closer ties to the Village Boards for control and management of the Joint Park.

NOW, THEREFORE, BE IT RESOLVED THAT the Amended Contract for Joint Park of Caledonia and Mt. Pleasant Under Wis. Stat. § 66.0301 attached hereto as **Exhibit 1** is hereby approved and the President and Clerk are authorized and directed to execute the contract on behalf of the Village.

BE IT FURTHER RESOLVED THAT all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the contract.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of January, 2020.

### VILLAGE OF CALEDONIA

James R. Dobbs Village President

Attest:

Karie Pope Village Clerk

770272.001 (813)

## **EXHIBIT 1**

# AMENDED CONTRACT FOR JOINT PARK OF CALEDONIA AND MT. PLEASANT UNDER WIS. STAT. §66.0301

This amended contract, entered into and effective as of the date last executed by either party below, by and between the Village of Caledonia, Wisconsin (hereinafter referred to as "Caledonia') and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as "Mt. Pleasant").

WHEREAS, Caledonia and Mt. Pleasant, on or about October 17, 2013, entered into an agreement, a copy of which is attached as <u>Exhibit A</u> hereto ("Prior Joint Park Agreement"), controlling the governance of the Caledonia-Mt. Pleasant Memorial Park ("Joint Park"); and,

WHEREAS, the Prior Joint Park Agreement created a 7-member Joint Park Commission to function as the policy-making body for the Joint Park and to carry out certain designated operational functions with respect to the Joint Park's management; and,

WHEREAS, Caledonia and Mt. Pleasant have recently been discussing their longer-term plans for the Joint Park, and have decided to implement a new, smaller governing body more closely tied to the Village Boards to exercise management and control over the Joint Park, in lieu of the previous Joint Park Commission structure, until such time as the villages' longer-term plans are finalized.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties agree as follows:

- 1. **Authority**. This agreement is entered into pursuant to the authority set forth in Wis. Stats. Section 66.0301.
- 2. Creation of Joint Park Transition Commission. Caledonia and Mt. Pleasant agree to create a Joint Park Transition Commission ("JPTC") to exercise the powers and duties of a local parks board in regard to the Joint Park located at 9614 County Road K, Franksville, WI 53126 and named the "Caledonia Mount Pleasant Memorial Park." The Joint Park Commission created by the Prior Joint Park Agreement is hereby dissolved, and any existing interests or obligations of the Joint Park Commission are hereby vested in the JPTC.
- 3. **Commissioners of the JPTC**. The JPTC shall be made up of the following three commissioners:
  - a. One commissioner shall be a Caledonia village trustee, chosen by the Caledonia Village President and confirmed by the Caledonia Village Board for a one-year term.

- b. One commissioner shall be a Mt. Pleasant village trustee, chosen by the Mt. Pleasant Village President and confirmed by the Mt. Pleasant Village Board for a one-year term.
- c. One commissioner shall be a resident of either Caledonia or Mt. Pleasant, chosen by agreement of the Caledonia Village President and the Mt. Pleasant Village President for a one-year term.
- d. The JPTC shall elect as officers a chairperson, vice-chairperson and secretary.
- e. All such officer terms shall be for one year.
- f. Each Village Board shall have the authority to remove, with or without cause, and to replace the commissioner who was appointed by it, and the citizen commissioner may be removed and replaced, with or without cause, by agreement between the Village Presidents.
- 4. **Powers and Duties**. The JPTC shall constitute the policy making body for the operation of the Joint Park as described in paragraph 2 above and shall exercise authority over the financial and personnel matters set forth below. The JPTC shall have the powers and perform the duties as are prescribed in Wis. Stats. Sections 27.08 and 27.10, except as otherwise specifically provided in this agreement or in joint ordinances adopted by both villages. Where Wis. Stat. §§27.08 or 27.10 require village board approval ("common council" in the statute), the approval of both village boards is required.
- 5. **Budget and Oversight**. The JPTC shall annually develop and adopt a budget. The budget shall be presented to both village boards for review, amendment, and approval. Any increase in the levy portion of the budget from the previous year shall require specific approval by the boards of both villages. Capital purchases exceeding \$5,000.00 shall require the approval by the boards of both villages.
- 6. **Fiscal Agent**. The Village of Caledonia shall be the fiscal agent for the JPTC. The fiscal's agent's responsibilities include the processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment related standards, and procurement of insurance policies including errors and omissions, comprehensive general liability coverage, bodily injury coverage property damage coverage, auto coverage, health insurance, all personnel decisions, and worker's compensation. Caledonia shall also assist the JPTC with budget preparation.
- 7. **Financing**. Each municipality agrees to provide for the operation of the Joint Park and to maintain the funding in future years. The cost of the Joint Parks operation including any capital purchases shall be divided equally between the villages.

- 8. **Term**. This contract shall be effective upon execution and shall continue in force and effect for an indefinite term subject to being terminated upon one year's written notice served upon the other village.
- 9. **Operations.** The JPTC shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Joint Parks, provided, however that funding has been included as part of the budget approved by the two village boards. All contracts shall be reviewed and approved by the Caledonia Village Attorney prior to signing. If the Caledonia Village Attorney does not approve a contract, said contract shall not be executed or authorized without approval by the Caledonia Village Board. All operations of the Joint Parks shall be conducted in accordance with the requirements and standards of the applicable statutes, ordinances, orders, rules and regulations.
- 10. **Notices**. All notices hereunder shall be given by personal service or certified or registered mail addressed to the respective village clerks at the respective village halls.
- 11. **Amendments**. This agreement may be amended from time to time by written agreement of the parties.
- 12. **Prior Agreements**. This agreement hereby rescinds and supersedes all prior agreements, including the Prior Joint Park Agreement, entered into by the parties in regard to the subject matter of this agreement.
- 13. **Interpretation**. This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
- 14. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.
- 15. **Dispute Resolution Remedies**. Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation

as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

**VILLAGE OF CALEDONIA** Βv James Dobbs date Village President

VILLAGE OF MT. PLEASANT 1-28-2020 date

David DeGroot Village President

1-20-2020 Attest:

Karie L. Pope Village Clerk

date

8-20 Attest: date

Stephanie Kohlhagen / da Village Clerk

770272.001 (813)

#### CONTRACT FOR JOINT PARKS BOARD OF CALEDONIA AND MT. PLEASANT UNDER WIS. STAT. §66.0301 10-7-13

This contract entered into the 17 day of 0 day of Caledonia, Wisconsin (hereinafter referred to as Caledonia) and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as Mt. Pleasant) and for good and valuable consideration the parties agree as follows:

- 1. Authority. This agreement is entered into pursuant to the authority set forth in Wis. Stats. Section 66.0301.
- 2. Creation of Joint Parks Board. Caledonia and Mt. Pleasant agree to create a joint parks board of commissioners to exercise the powers and duties of a local parks board in regard to any land owned and held jointly for park purposes that is located in either municipality and specifically the park located at 9614 County Road K, Franksville, WI 53126 and named the Caledonia Mount Pleasant Memorial Park (hereinafter "joint parks").
- 3. Commissioners of the Joint Parks Board. The Joint Parks Board shall be made up of the following seven commissioners:
  - a. Three commissioners, including one village trustee, from the Caledonia Parks Board chosen by the Caledonia Village President and confirmed by the Caledonia Village Board for staggered three year terms.
  - b. Three commissioners, including one village trustee, from the Mt. Pleasant Parks Board chosen by the Mt. Pleasant Village President and confirmed by the Mt. Pleasant Village Board for staggered three year terms.
  - c. One member who is a resident of either Caledonia or Mt. Pleasant and is chosen by the agreement of the Caledonia Village President and the Mt. Pleasant Village President for a three year term.
  - d. The Joint Parks Board shall elect as officers a chairperson, vice-chairperson and secretary.
  - e. All such officer terms shall be for two years.
  - f. Each appointing authority shall have the authority to remove, with or without cause, and replace any member of the board that was appointed by it.
- 4. **Powers and Duties.** The Joint Parks Board shall constitute the policy making body for the operation of the joint parks as described in paragraph 2 above and shall exercise authority over the financial and personnel matters set forth below. The Joint Parks Board shall have the powers and perform the duties as are prescribed in Wis. Stats. Sections 27.08 and 27.10, except as otherwise specifically provided in this agreement or in joint ordinances adopted by both villages. Where Wis. Stat. §§27.08 or 27.10 require

village board approval ("common council" in the statute), the approval of both village boards is required.

- 5. **Budget and Oversight.** The Joint Parks Board shall annually develop and adopt a budget. The budget shall be presented to both village boards for review, amendment and approval. Any increase in the levy portion of the budget from the previous year shall require specific approval by the boards of both villages. Capital purchases exceeding \$5,000.00 shall require the approval by the boards of both villages.
- 6. Fiscal Agent. The Village of Caledonia shall be the fiscal agent for the Joint Parks Board. The fiscal's agent's responsibilities include assistance with budget preparation, processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment related standards and procurement of insurance policies including errors and omissions, comprehensive general liability coverage, bodily injury coverage property damage coverage, auto coverage, health insurance, and worker's compensation.
- 7. Financing. Each municipality agrees to provide for the operation of the Joint Parks for 2014, the municipalities further agree to maintain the funding in future years. The cost of the Joint Parks operation including any capital purchases shall be divided equally between the villages.
- 8. **Term.** This contract shall be effective upon execution and shall continue in force and effect for an indefinite term subject to being terminated upon one year's written notice served upon the other village.
- 9. **Personnel.** Subject to the appropriations in the budget, the Joint Parks Board shall have authority to employ and determine the compensation of such personnel for the Joint Park's operation and may employ the services and fix the compensation of such other agents or consultants as the Joint Parks Board deems necessary or convenient for the operation and management of the Joint Parks. The Joint Parks Board shall have the authority to terminate employment of such personnel as set forth below subject to any applicable laws, rules, regulations and agreements with respect to the same. Effective January 1, 2014, all personnel shall be considered as employees of Caledonia for reporting purposes and shall operate under and be subject to the Caledonia Personnel Policy Manual, unless otherwise stated herein.
- 10. Employees. The parties agree that the existing Mt. Pleasant Joint Parks Director position, currently occupied by Jim Svoboda, will be terminated by Mt. Pleasant effective at the end of the day on December 31, 2013 and Caledonia will create a fulltime Joint Parks Director position and will hire Jim Svoboda as a non-probationary Caledonia employee to fill said position effective January 1, 2014. Mr. Svoboda will begin his employment with Caledonia with the following:
  - a. An annual salary of \$41,700 payable biweekly.

- b. 11 years and 7 months of recognized service for vacation purposes and Holiday purposes (start date of 1-2-2002).
- c. Carry over of sick time of (903) hours of sick time (This sick time carry over is contingent on Jim Svoboda waiving any sick time pay out from the Village of Mt. Pleasant when his employment with Mt. Pleasant is terminated).
- d. Immediate health and dental coverage through Caledonia or, if there is a waiting period, through one month of COBRA through Mt. Pleasant.
- e. Mr. Svoboda will not have carry over vacation.
- f. Mr. Svoboda will get January 1, 2014 as a paid holiday.
- 11. **Operations**. The Joint Parks Board shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Joint Parks, provided, however that funding has been included as part of the budget approved by the two village boards. All contracts shall be reviewed by the Caledonia Village Attorney prior to signing. All operations of the Joint Parks shall be conducted in accordance with the requirements and standards of the applicable statutes, ordinances, orders, rules and regulations.
- 12. Notices. All notices hereunder shall be given by personal service or certified or registered mail addressed to the respective village clerks at the respective village halls.
- 13. Amendments. This agreement may be amended from time to time by written agreement of the parties.
- 14. **Prior Agreements.** This agreement hereby rescinds and supersedes all prior agreements entered into by the parties in regard to the subject matter of this agreement.
- 15. Interpretation. This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
- 16. Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.
- 17. **Dispute Resolution Remedies.** Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in

question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

By:

Attest:

Palle, Bob Bradley, President Karie Torkilsen, Village Clerk

VILLAGE OF CALEDONIA

VILLAGE OF MT. PLEASANT

Mark Gleason, President 0

Attest:

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By:

Stephanie Koulhagen, Village Clerk