

VILLAGE BOARD MEETING AGENDA
Monday, August 17, 2020 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

THIS WILL BE AN IN-PERSON MEETING – MAX NUMBER OF IN-PERSON CITIZEN ATTENDEES 16
ALL ATTENDEES MUST WEAR A FACE COVERING

AUDIO & VIDEO CONFERENCE VIA ZOOM

ACCESS VIA DIAL-IN NUMBER IS: 1-(312) 626-6799; ACCESS CODE IS: 863 8788 3220 OR

ACCESS VIA ONE-TOUCH TELEPHONE IS: <tel:+13126266799>.,[86387883220#](tel:+13126266799) OR

ACCESS VIA INTERNET IS: <https://us02web.zoom.us/j/86387883220>

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
 - A. Annual RCEDC Report – Laura Million
 - B. DOT Presentation on 4 Mile and Hwy 38
5. **Approval of Minutes**
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
8. **Ordinances and Resolutions**
 - A. **Resolution 2020-66** – Resolution of The Village Board of the Village of Caledonia Revising Fees for the Caledonia Memorial Park Cemetery Under Sec. 12-4-7 of the Village’s Code of Ordinances
 - B. **Resolution 2020-67** – Resolution Approving Revisions to Employment Contract with the Village Administrator
 - C. **Resolution 2020-68** – Resolution Authorizing the Village of Caledonia Through the Caledonia Sewer Utility District to Adopt a Sewer Service Charge Increase for the 4th Quarter Of 2020
 - D. **Resolution 2020-69** – Resolution Authorizing the Sale and Establishing Parameters for the Sale of Not to Exceed \$2,000,000 General Obligation Community Development Bonds, Series 2020
 - E. **Resolution 2020-70** – Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,355,000 Water System and Sewerage System Revenue Refunding Bonds, Series 2020
 - F. **Resolution 2020-71** – Resolution Authorizing the Village of Caledonia to Adopt a Procurement Policy that Will Enhance the Current Ordinance
9. **New Business**
 - A. Discussion and Possible Action Approving Proposed Business Terms for a New Cellular Facility Lease with AT&T and Authorizing the Negotiation of a Contract Incorporating the Same
 - B. Reschedule September 7th Village Board meeting due to Labor Day
10. **Report from Village Administrator**
11. **Adjournment**

**Special Village Board Meeting
August 3, 2020**

Board Present: Trustee Stillman, Trustee Wanggaard, Trustee Prott, Trustee Wishau and President Dobbs.
Trustee Martin appeared via Zoom

Absent Trustee Weatherston was excused

Staff/Others: Village Administrator Tom Christensen, Assistant Administer/HR Director Toni Muise,
Utility Director Anthony Bunkelman, Development Director Pete Wagner, Fire Chief
Richard Roeder and Police Chief Christopher Botsch

1. Call the meeting to order

President Dobbs called the meeting to order at 5:07 p.m., at the Village Hall.

2. Poll worker wages

Currently, the poll workers are paid \$8.50 per hour and haven't received an increase in many years. The going rate in the surrounding comparable communities is \$10 per hour. They discussed calling it hazardous pay due to the pandemic so it is eligible for reimbursement but decided against it because many people are and have been working during this time and it wouldn't be feasible to call it hazardous pay for everyone.

Motion by Trustee Wanggaard to increase the pay for poll workers to \$10 per hour starting with the August Election moving forward. Seconded by Trustee Prott. Motion carried unanimously.

3. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(c), Wis. Stat., for considering employment, compensation and performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: specifically to discuss and consider recommendations on salary and wage adjustments for certain employees

Motion by Trustee Wanggaard to go into closed session. Seconded by Trustee Stillman

Trustee Stillman – aye Trustee Prott - aye
Trustee Wanggaard – aye Trustee Wishau - aye
Trustee Martin – aye President Dobbs - aye
Motion carried unanimously.

4. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the item discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda and any other agendas posted

Motion by Trustee Stillman to reconvene into open session. Seconded by Trustee Wanggaard. Motion carried unanimously.

This issue will be presented at a Personnel Committee meeting.

5. Adjournment.

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee Stillman. Motion carried unanimously.
Adjourned at 5:57 p.m.

Respectfully submitted,

Karie Pope
Village Clerk

**Village Board Meeting
August 3, 2020**

1 - Order

President Dobbs called the Village Board Meeting to order at 6:02 p.m., at the Village Hall.

2 - Pledge of Allegiance

3 - Roll Call

Board: Trustee Stillman, Trustee Wanggaard, Trustee Prott, Trustee Wishau and President Dobbs. Trustee Martin was present via Zoom.

Absent: Trustee Weatherston was excused

Staff: Administrator Director Kathy Kasper, Utility Director Anthony Bunkelman, Public Works Director Tom Lazcano, Chief Financial Officer Dave Wagner. Development Director Peter Wagner via Zoom. Also present was Brian Della from PMA

4 - Communications and Announcements

President Dobbs informed the Board that if any member of the Board is going to respond to a constituent's concern, they need to let the other members know to avoid duplicated efforts.

5 - Approval of minutes

Motion by Trustee Wanggaard to approve the revised minutes of the following meeting(s) as printed. Seconded by Trustee Stillman. Motion carried unanimously.

Village Board – July 20, 2020
Special Village Board – July 20, 2020

6. Citizens Reports

Dennis Malone was present asking the Board members to send a Cease and Desist letter to Racine Unified regarding implementing their million-dollar referendum before it is done being challenged in court.

7 - Committee Reports

7A(1) - Approval of A/P checks

Motion by Trustee Wishau to approve the A/P checks as presented. Seconded by Trustee Prott. Motion carried unanimously.

Village - \$580,255.21

8 - Ordinances and Resolutions

8A - Ordinance 2020-13 – (to be laid over until the August 24th Special Board meeting) – An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 20-212 Of The Racine County Code Of Ordinances As Adopted By The Village Of Caledonia Under Section 16-1-1(A) Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±10.25 Acres From R-2 Suburban Residential District (Unsewered) To B-1 Neighborhood Business District ; Se 1/4 Of Sec. 24, T4N, R22E, Vacant Lot Located At 4712 4 Mile Road, Village Of Caledonia, Racine County, WI; Vaga Properties LLC, Owner

Motion by Trustee Wanggaard to lay over Ordinance 2020-13 until August 24 at 6:00 p.m..
Seconded by Stillman. Motion carried unanimously.

8B - Ordinance 2020-14 – (to be laid over until the August 24th Special Board meeting) – An Ordinance Adopting An Amendment To The Multi-Jurisdictional Comprehensive Plan For Racine County: 2035 As It Pertains To The Village Of Caledonia Under Section 13-2-1 Of The Village’s Code Of Ordinances By Creating Section 13-2-2(O) Adding An Amendment To The Village’s Comprehensive Plan And Affecting 4712 4 Mile Road Part Of The Se 1/4 Of Sec. 24, T4N, R22E, Village Of Caledonia; Containing 10.25 Acres, More Or Less; From Low Density Residential To Commercial; Vaga Properties LLC, Owner

Motion by Trustee Wanggaard to lay over Ordinance 2020-14 until August 24 at 6:00 p.m.
Seconded by Stillman. Motion carried unanimously.

8C - Resolution 2020-57 – Initial Resolution Authorizing \$2,000,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 4

Motion by Trustee Prott to adopt Resolution 2020-57. Seconded by Trustee Wishau.

Both Resolutions are for the same \$2,000,000.

Trustee Martin brought up that a citizen questioned if these are operating funds. Dave Wagner stated they are not.

Trustee Stillman – aye	Trustee Prott - aye
Trustee Wanggaard – aye	Trustee Wishau – aye
Trustee Martin- aye	President Dobbs - aye

Motion carried unanimously.

8D - Resolution 2020-58 – Resolution Providing for The Sale Of \$2,000,000 General Obligation Community Development Bonds, Series 2020

Motion by Trustee Prott to adopt Resolution 2020-58. Seconded by Trustee Wishau.

This is for the same \$2,000,000 funds as above.

Trustee Stillman – aye	Trustee Prott - aye
Trustee Wanggaard – aye	Trustee Wishau – aye
Trustee Martin- aye	President Dobbs - aye

Motion carried unanimously.

8E - Resolution 2020-59 – Resolution Providing for The Sale of Approximately \$2,360,000 Water System and Sewerage System Revenue Refunding Bonds, Series 2020

Motion by Trustee Wishau to adopt Resolution 2020-59. Seconded by Trustee Prott.

Trustee Stillman – aye	Trustee Prott – aye
Trustee Wanggaard – aye	Trustee Wishau – aye
Trustee Martin- aye	President Dobbs - aye

Motion carried unanimously.

8F - Resolution 2020-60 – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Site, Building, & Operations Plan To Construct And Utilize A 51,756 Square-Foot Refrigerated Warehouse Building Addition With Loading Docks, At 12725 Four Mile Road, Village Of Caledonia, Racine County, WI; John Winegarden, Owner; Curtis Schroeder, Applicant

Peter Wagner presented. This is phase two of the plans. Plan Commission approved. Bunkelman stated that this building has no effect on the sewer and water capacity.

Motion by Trustee Wishau to adopt Resolution 2020-60. Seconded by Trustee Prott. Motion carried unanimously.

8G - Resolution 2020-61 – Resolution of The Village Board of The Village of Caledonia Approving the Extension of The Preliminary Plat Approval and Deadline to Submit A Final Plat for Hunter’s Reserve Subdivision

Peter Wagner presented. A 3-year extension is being requested. The Plan Commission questioned the amount of extensions and voted that this is the last extension that will be granted. The extension request policy will be eliminated but the timeframe to build will be extended.

Motion by Trustee Stillman to adopt Resolution 2020-61. Seconded by Trustee Wanggaard. Motion carried unanimously.

8H - Resolution 2020-62 – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Conditional Use Permit Extension And Nonmetallic Mining Permit To Allow For The Further Development Of An Existing Limestone Quarry Including Earthmoving, Blasting, Crushing, Sorting And Sizing, Stockpiling, Transportation And Reclamation, As Well As Those Activities Permitted In The Village’s Ordinances Entitled “Regulation Of Nonmetallic Mining” And “Explosives And Blasting”; This Property Is Located North And East Of The Existing Quarry At 1501 3 Mile Road, Sec. 28 And 29, T4N, R23E, Village Of Caledonia, Racine County, WI; Payne & Dolan, Inc. Owner/Applicant

In 2018 the expansion was granted for a 2-year period. They are in compliance with conditions of approval. Plan Commission recommended approval. Trustee Martin suggested that complaints be funneled through the same source. Whether it be Payne and Dolan or the Village.

Brian from Payne and Dolan explained the video showing a dust funnel. The dust was in the middle of the quarry and explained the equipment used to help control it. They are in contact

with the DNR to ensure they are complying. He also explained that the videos angle does not show everything such as the actual location of the dust.

Motion by Trustee Wanggaard to adopt Resolution 2020-62. Seconded by Trustee Stillman. Motion carried unanimously.

8I - Resolution 2020-63 – Resolution of The Village Board of The Village of Caledonia To Approve A Conditional Use to Construct A 165’ Wireless Communications Tower Facility, And Associated Ground Equipment; At 7706 W. River Road, Verizon Wireless Personal Communications LP, Applicant, Ken Mckellips, Owner

Peter Wagner presented. Plan Commission recommended approval.

Motion by Trustee Stillman to adopt Resolution 2020-63. Seconded by Trustee Wanggaard. Motion carried unanimously.

8J - Resolution 2020-64 – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Conditional Use And Site, Building, & Operations Plan To Construct And Utilize A 5,328 Square-Foot Commercial Multi-Tenant Building, At 4959 & 4917 Douglas Avenue, Village Of Caledonia, Racine County, WI; Johnson Financial Group & Wisconsin Department Of Transportation, Owner; Lee Jaramillo, Applicant

Peter Wagner presented. One of the debated discussions at the Plan Commission was the location of the dumpster and parking stalls. As a result of the Plan Commission meeting, the applicant adjusted the parking stalls and will be building the dumpster enclosure as requested by the Plan Commission along with planting taller landscaping.

Motion by Trustee Prott to adopt Resolution 2020-64. Seconded by Trustee Stillman. Motion carried unanimously

8K - Resolution 2020-65 – Final Resolution Authorizing the Levying of Special Assessments under Section 66.0703, Wisconsin Statutes, And Chapter 2 Of Title 3 Of the Village’s Code of Ordinances Against Benefitted Properties for Road and Right-Of-Way Improvements Along Three Mile Road in The Village of Caledonia And Approving Agreements with Property Owner

Lazcano presented. Two parcels are involved and are both owned by Payne and Dolan.

Motion by Trustee Prott to adopt Resolution 2020-64. Seconded by Trustee Stillman. Motion carried unanimously.

9 – New Business

9A - 2019 Village Audit – Presented by CliftonLarsonAllen

Jake Lennell from Clifton/Larson Allen presented the 2019 audit. Some losses were seen in State Shared Revenue and licenses and permits. Nothing was found out of the ordinary nor were any disagreements noted. Trustee Martin questioned the audits role in the stolen funds. Jake explained the audits role and that they do not look at each transaction and stated that some of the new procedures now in place will help identify any unusual events.

Trustee Wishau asked Jake Lenell about the audit process, specifically as it relates to the annual audit plan. He spoke about his experience with audit firms and walked through some examples such as meeting with the client prior to the start of the audit to ask specific questions such as what has changed since last year? What has been added or deleted? Are there any new activities or processes? This is done to determine if focus is needed on a specific area. He asked Jake if this was done and if so, was he informed in previous years that the Joint Parks held several festivals which were primarily organized by a third party? Jake responded with they do meet and ask questions each year but were not informed in previous years of the changes in activity at the Joint Parks. If they had known, added focus of Joint Park revenues would have been included in the audit.

9B - Approve 2019 Village Audit

Motion by Trustee Wishau to approve the 2019 Village audit as presented. Seconded by Trustee Martin. Motion carried unanimously.

10 – Report from Village Administrator

The 4 Mile Road west bound lanes will be paved tomorrow, and another fatality accident occurred on 4 Mile Road and Hwy 38.

11 - The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(c), WI Stats., to discuss employment contract for the Village Administrator

Motion by Trustee Wanggaard to go into closed session. Seconded by Trustee Stillman.

Trustee Stillman – aye	Trustee Prott – aye
Trustee Wanggaard – aye	Trustee Wishau – aye
Trustee Martin- aye	President Dobbs - aye

Motion carried unanimously.

12 - The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the item(s) discussed during the CLOSED SESSION and move onto the remaining agenda items.

Motion by Trustee Stillman to go into open session. Seconded by Trustee Wishau. Motion carried unanimously.

Motion by Trustee to offer the Administrator a six months extension of his current contract's terms and agreements with a possible additional 6 months if mutually agreed upon. Seconded by Trustee Wishau. Motion carried unanimously.

13 – Adjournment

Motion by Trustee Stillman to adjourn. Seconded by Trustee Wanggaard. Motion carried unanimously.

Meeting adjourned at 8:34 p.m.

Respectfully submitted,

Karie Pope, Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
3 RIVERS BILLING, INC.								
3	3 RIVERS BILLING, INC.	5352	JULY 2020 EMS BILLING	08/05/2020	4,257.73	.00		100-00-46230 Ambulance/EMS Fees
Total 3 RIVERS BILLING, INC.:					4,257.73	.00		
ACH - TIAA COMMERCIAL FINANCE, INC.								
1851	ACH - TIAA COMMERCIAL FINA	7409312	PRINTER LEASE	07/28/2020	3,927.97	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - TIAA COMMERCIAL FINANCE, INC.:					3,927.97	.00		
ACH - WE ENERGIES								
380	ACH - WE ENERGIES	VILLAGE 0723	CALEDONIA PARKS & REC	08/05/2020	5.53	.00		221-00-64140 Utilities
380	ACH - WE ENERGIES	VILLAGE 0723	FACILITIES	08/05/2020	2,284.81	.00		100-43-64140 Utilities
380	ACH - WE ENERGIES	VILLAGE 0723	FIRE	08/05/2020	931.35	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	VILLAGE 0723	HIGHWAY DEPT	08/05/2020	1,136.38	.00		100-41-64140 Utilities
380	ACH - WE ENERGIES	VILLAGE 0723	JOINT PARK	08/05/2020	1,409.68	.00		222-00-64140 Utilities
380	ACH - WE ENERGIES	VILLAGE 0723	POLICE	08/05/2020	1,077.13	.00		100-30-64140 Utilities
380	ACH - WE ENERGIES	VILLAGE 0723	FIRE	08/05/2020	1,077.14	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	VILLAGE 0723	STREET LIGHTING	08/05/2020	12,373.04	.00		100-90-64290 Street Lighting
Total ACH - WE ENERGIES:					20,295.06	.00		
AERO COMPRESSED GASES								
29	AERO COMPRESSED GASES	427343	OXYGEN TANK	08/07/2020	34.00	.00		100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:					34.00	.00		
ARTHUR KRAFT								
9103	ARTHUR KRAFT	6001790	6651 CHARLES ST -CLEANUP B	06/12/2020	500.00	.00		100-23160-000 Clean-Up Bonds
Total ARTHUR KRAFT:					500.00	.00		
ASCENSION MEDICAL GROUP								
135	ASCENSION MEDICAL GROUP	159062	DTP DRUG SCREEN, DOT	07/31/2020	285.00	.00		100-41-51100 Testing/Physicals
Total ASCENSION MEDICAL GROUP:					285.00	.00		
AURORA HEALTH CARE								
155	AURORA HEALTH CARE	601176	FIRE PRE EMPLOYMENT PHYSI	07/26/2020	333.00	.00		100-35-51100 Testing/Physicals
Total AURORA HEALTH CARE:					333.00	.00		
BATZNER PEST CONTROL								
181	BATZNER PEST CONTROL	2977674	BEE INFESTATION; CRCHD VEH	07/29/2020	350.00	.00		200-10-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total BATZNER PEST CONTROL:					350.00	.00		
BUY RIGHT, INC.								
273	BUY RIGHT, INC.	290218	DEF	08/11/2020	36.76	.00		100-35-63200 Fuel, Oil, Fluids
273	BUY RIGHT, INC.	290278	OIL CHANGE SUPPLIES FOR M	08/11/2020	19.91	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	290300	OIL FILTER FOR MED 32	08/11/2020	13.47	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	516559	WINDSHIELD WASHER FLUID	08/05/2020	23.88	.00		100-30-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					94.02	.00		
CLIFTON LARSON ALLEN LLP								
378	CLIFTON LARSON ALLEN LLP	2564682	BILL #4 FOR AUDIT SERVICES	07/28/2020	4,200.00	.00		100-90-61300 Audit Services
Total CLIFTON LARSON ALLEN LLP:					4,200.00	.00		
CLL SERVICES INC								
9085	CLL SERVICES INC	476	JT PARK TURF MOWING #1 JUL	07/24/2020	970.00	.00		222-00-62700 Grounds Services
9085	CLL SERVICES INC	481	JT PARK TURF MOWING #2 JUL	08/02/2020	970.00	.00		222-00-62700 Grounds Services
Total CLL SERVICES INC:					1,940.00	.00		
COMPLETE OFFICE OF WISCONSIN								
392	COMPLETE OFFICE OF WISCO	691881	PEN, PAPER, THERMAL POUCH	06/26/2020	36.75	.00		100-32-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	693849	REPORT COVERS	06/30/2020	8.40	.00		100-32-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	702221	DOORSTOP, MAG HOLDER, FLA	07/10/2020	28.29	.00		100-32-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	715049	TOILET PAPER	08/07/2020	62.86	.00		100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	719647	HAND SANITIZING STATION	07/31/2020	503.49	.00		100-32-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	720707	TONER, BINDER CLIPS, SPOON	08/03/2020	212.47	.00		100-13-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					852.26	.00		
CUSTOM INK								
9101	CUSTOM INK	42218673	K9 TSHIRTS	07/29/2020	4,090.00	.00		250-30-64192 Police K9
Total CUSTOM INK:					4,090.00	.00		
DELUXE BUSINESS CHECKS								
499	DELUXE BUSINESS CHECKS	02047634313	AP CHECK STOCK	08/04/2020	1,514.65	.00		100-14-64070 Work Supplies
Total DELUXE BUSINESS CHECKS:					1,514.65	.00		
DIVERSIFIED BENEFIT SERVICES								
525	DIVERSIFIED BENEFIT SERVIC	310144	AUGUST 2020 HRA ADMINISTR	08/04/2020	740.40	.00		278-00-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total DIVERSIFIED BENEFIT SERVICES:					740.40	.00		
DJK ENVIRONMENTAL LLC								
2480	DJK ENVIRONMENTAL LLC	20-245	ASBESTOS ABATEMENT DOUG	07/31/2020	1,450.00	.00		250-60-64190 Comm. Development Authority
Total DJK ENVIRONMENTAL LLC:					1,450.00	.00		
EAGLE ENGRAVING								
3906	EAGLE ENGRAVING	2020-3388	PASSPORT TAGS	08/07/2020	258.00	.00		100-35-64070 Work Supplies
Total EAGLE ENGRAVING:					258.00	.00		
EMS REFUND VENDORS								
9000	EMS REFUND VENDORS	19-1208.1 RFN	CALL # 19-1208.1 RFND	08/12/2020	1,012.00	.00		100-00-46230 Ambulance/EMS Fees
9000	EMS REFUND VENDORS	20-0651 RFND	PATIENT REFUND - CALL #20-06	08/12/2020	125.00	.00		100-00-46230 Ambulance/EMS Fees
Total EMS REFUND VENDORS:					1,137.00	.00		
FOTH infrastructure & Environment, LLC								
666	FOTH infrastructure & Environme	68278	TID #3 PHASE 1A	07/30/2020	7,776.75	.00		413-00-61000 Professional Services
666	FOTH infrastructure & Environme	68279	TID #4 FOUR MILE ROAD RECO	07/30/2020	37,173.02	.00		414-00-61000 Professional Services
Total FOTH infrastructure & Environment, LLC:					44,949.77	.00		
FRANKLIN AGGREGATE								
677	FRANKLIN AGGREGATE	1686066	GRAVEL	07/02/2020	1,458.30	.00		100-41-64090 Road Maintenance Materials
677	FRANKLIN AGGREGATE	1694098	TB STONE (NICHOLSON) SHOU	08/06/2020	3,819.06	.00		400-41-65080 Road Improvements
Total FRANKLIN AGGREGATE:					5,277.36	.00		
FRANKSVILLE AUTOMOTIVE LLC								
679	FRANKSVILLE AUTOMOTIVE LL	000013799	#206 OIL CHANGE	07/17/2020	55.21	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	000013850	#203 OIL CHANGE/FILTER	07/30/2020	59.84	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	000013862	#206 NEW BATTERY	08/04/2020	187.80	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	000013883	#217 RADIATOR/COOLANT/THE	08/05/2020	552.74	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	000013893	OIL CHANGE #216	08/07/2020	50.57	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	000013895	#208 REAR BRAKES/FRONT TIR	08/11/2020	397.14	.00		100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					1,303.30	.00		
FRANKSVILLE OIL								
680	FRANKSVILLE OIL	362690	DIESEL FUEL 3999 GAL & NL GA	08/03/2020	13,560.12	.00		100-41-63200 Fuel, Oil, Fluids
680	FRANKSVILLE OIL	362949	DIESEL FUEL FOR APPARATUS	08/07/2020	383.98	.00		100-35-63200 Fuel, Oil, Fluids

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total FRANKSVILLE OIL:					13,944.10	.00		
GALLS LLC								
693	GALLS LLC	016113977	DC ENGLEMAN CUFFHOLDER/	07/22/2020	157.46	.00		100-30-64070 Work Supplies
Total GALLS LLC:					157.46	.00		
IMAGE MANAGEMENT LLC								
835	IMAGE MANAGEMENT LLC	IMA1042X	WEBSITE DESIGN CHANGE; EM	07/24/2020	170.00	.00		200-10-64310 IT Contracted Services
Total IMAGE MANAGEMENT LLC:					170.00	.00		
Imprimus Forensic Services, LLC								
9100	Imprimus Forensic Services, LLC	926	COURSE TINGWALD/COREY	07/19/2020	798.00	.00		100-30-51300 Education/Training/Conferences
Total Imprimus Forensic Services, LLC:					798.00	.00		
JAMES IMAGING SYSTEMS INC.								
874	JAMES IMAGING SYSTEMS INC	27271731	TOSHIBA COPIERS - VILLAGE H	08/12/2020	1,269.96	.00		100-90-62300 Office Equipment Rental & Main
Total JAMES IMAGING SYSTEMS INC.:					1,269.96	.00		
JOHNS DISPOSAL SERVICE, INC.								
967	JOHNS DISPOSAL SERVICE, IN	489350	RECYCLE SERVICES - JULY202	07/28/2020	39,813.70	.00		241-00-62100 Contracted Services
967	JOHNS DISPOSAL SERVICE, IN	489350	REFUSE SERVICES - JULY 2020	07/28/2020	80,928.75	.00		240-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:					120,742.45	.00		
KELLY CONSULTING LLC								
3877	KELLY CONSULTING LLC	1792	MEDIATION SESSION	08/11/2020	612.50	.00		100-35-51300 Education/Training/Conferences
Total KELLY CONSULTING LLC:					612.50	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	134333	ROUND UP & WEED/GRASS KIL	06/03/2020	20.69	.00		100-43-64260 Grounds Repairs & Maintenance
1096	KORTENDICK HARDWARE	135791	SUPPLIES FOR STATION 12 AIR	08/07/2020	9.67	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	135817	DRUM LINERS & DISPOSABLE	08/03/2020	79.98	.00		221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	135817	SCRW SPAX, STUD SENSOR &	08/03/2020	26.58	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	135831	BATTERIES, SCREWS, TURF B	08/12/2020	74.64	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	135925	DRUM LINER	08/06/2020	49.99	.00		221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	135925	CHAIN & HOOK FLAPPER	08/06/2020	2.99	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	135946	CLEANER, AIRWICK, PINESOL	08/07/2020	17.15	.00		221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	135946	2 MISC. FASTNERS	08/07/2020	.27	.00		221-00-64070 Work Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
1096	KORTENDICK HARDWARE	135981	GRINDING DISCS FOR TRAILER	08/11/2020	20.49	.00		100-35-64110 Small Equipment
1096	KORTENDICK HARDWARE	136053	MISC. MAINT.	08/12/2020	207.50	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	136074	MISC. PAINTING ITEMS	08/13/2020	57.72	.00		222-00-64070 Work Supplies
Total KORTENDICK HARDWARE:					567.67	.00		
MARTIN FORD, INC.								
1234	MARTIN FORD, INC.	123178	#210 TIMING BELT OIL DRAIN/V	07/24/2020	138.07	.00		100-30-63300 Vehicle Repairs & Maintenance
1234	MARTIN FORD, INC.	123373	#210 FUSE FOR AC	08/08/2020	73.50	.00		100-30-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					211.57	.00		
MEDPRO MIDWEST GROUP								
1268	MEDPRO MIDWEST GROUP	00019198	QUARTERLY COT SERVICE CO	08/07/2020	626.50	.00		100-35-64250 Equipment Repairs & Maintenanc
1268	MEDPRO MIDWEST GROUP	00019251	SERVICE ON COTS PER CONT	08/07/2020	487.61	.00		100-35-64250 Equipment Repairs & Maintenanc
1268	MEDPRO MIDWEST GROUP	00019289	PARTS FOR POWER LOAD COT	08/07/2020	25.00	.00		100-35-64250 Equipment Repairs & Maintenanc
Total MEDPRO MIDWEST GROUP:					1,139.11	.00		
MENARDS RACINE								
1281	MENARDS RACINE	77708	COOKTOP CLEANER & DRILL BI	08/11/2020	21.96	.00		100-35-64250 Equipment Repairs & Maintenanc
Total MENARDS RACINE:					21.96	.00		
MICHELS GARAGE, INC.								
1321	MICHELS GARAGE, INC.	W013531	OIL CHANGE; 2016 FORD FUSI	07/20/2020	56.00	.00		200-10-63300 Vehicle Repairs & Maintenance
Total MICHELS GARAGE, INC.:					56.00	.00		
MOBILE REDUCTION SPECIALISTS								
1345	MOBILE REDUCTION SPECIALI	64278	2 - 30 YD CONTAINERS -- 7/23/2	07/29/2020	850.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	64316	1 - 30 YD CONTAINERS -- 7-30-2	07/31/2020	425.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	64366	3 - 30 CU YD CONTAINERS 8/7/	08/10/2020	1,275.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	64390	2 - 30 YD CONTAINERS -- 8/10/2	08/11/2020	850.00	.00		241-00-62800 Waste Disposal
Total MOBILE REDUCTION SPECIALISTS:					3,400.00	.00		
NASSCO, INC.								
1371	NASSCO, INC.	S2648259.002	1 CASE JUMBO BATH TISSUE	07/29/2020	34.11	.00		221-00-64100 Janitorial Supplies
1371	NASSCO, INC.	S2652340.001	C-FOLD TOWELS, JUMBO BATH	08/11/2020	208.89	.00		100-43-64100 Janitorial Supplies
Total NASSCO, INC.:					243.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
PARK REFUND VENDOR								
8999	PARK REFUND VENDOR	20-JTH/2-19	ESCROW REFUND	08/09/2020	100.00	.00		222-00-46753 Park and Rec Rental
8999	PARK REFUND VENDOR	WRSA-3INOW	CANCEL DUE TO COVID19	08/15/2020	415.00	.00		222-00-46753 Park and Rec Rental
8999	PARK REFUND VENDOR	WRSA-4NDI0	ESCROW REFUND	08/08/2020	25.00	.00		222-00-46753 Park and Rec Rental
8999	PARK REFUND VENDOR	WRSA-AI2OF	CANCEL DUE TO COVID19	09/26/2020	415.00	.00		222-00-46753 Park and Rec Rental
Total PARK REFUND VENDOR:					955.00	.00		
PATS SERVICES INC.								
1462	PATS SERVICES INC.	A-200550	PORTABLE TOILET AT NG CLINI	07/28/2020	380.00	.00		200-72-64070 Work Supplies
Total PATS SERVICES INC.:					380.00	.00		
PAYNE & DOLAN, INC.								
1474	PAYNE & DOLAN, INC.	1691054	HOT MIX 6.11 TONS	07/01/2020	357.54	.00		100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1694343	TRAFFIC BOND (NICHOLSON) S	08/06/2020	3,050.22	.00		400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253456-01	2020 ROAD PAVING	08/03/2020	459,870.45	.00		400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253456-01	CEMETERY ROAD PAVING	08/03/2020	25,633.43	.00		220-00-65080 Road Improvements
Total PAYNE & DOLAN, INC.:					488,911.64	.00		
PREMIERE GLOBAL SERVICES								
9082	PREMIERE GLOBAL SERVICES	760174	VIDEO CONFERENCING SERVI	07/31/2020	14.14	.00		100-90-64310 IT Contracted Services
Total PREMIERE GLOBAL SERVICES:					14.14	.00		
QUADINET FINANCE USA INC								
3898	QUADINET FINANCE USA INC	790004408059	POSTAGE & SUPPLIES FOR JUL	07/31/2020	4,159.73	.00		100-13-64040 Postage & Shipping
Total QUADINET FINANCE USA INC:					4,159.73	.00		
RACINE COUNTY VISITORS BUREAU								
1573	RACINE COUNTY VISITORS BU	JUNE 2020 RM	JUNE 2020 HOTEL/MOTEL ROO	08/10/2020	12,829.74	.00		100-00-41210 Room Taxes
Total RACINE COUNTY VISITORS BUREAU:					12,829.74	.00		
RAPID MOLD REMOVAL								
9093	RAPID MOLD REMOVAL	71240	MOLD REMOVAL IN BASEMENT	06/24/2020	1,395.00	.00		100-30-64240 Building Repairs & Maintenance
Total RAPID MOLD REMOVAL:					1,395.00	.00		
RDS TRUCK SERVICE INC.								
1603	RDS TRUCK SERVICE INC.	48848	4AND 5 IN CLAMPS	08/10/2020	18.94	.00		100-41-64250 Equipment Repairs & Maintenanc

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total RDS TRUCK SERVICE INC.:					18.94	.00		
REINHART BOERNER VAN DEUREN S.C.								
9084	REINHART BOERNER VAN DEU	560233	INTERNAL EMPLOYMENT INVE	07/31/2020	5,025.50	.00		100-90-61100 Attorney Fees
Total REINHART BOERNER VAN DEUREN S.C.:					5,025.50	.00		
ROSE PEST SOLUTIONS								
1701	ROSE PEST SOLUTIONS	2586997	QUARTERLY PEST CONTROL	08/03/2020	68.00	.00		100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	2586998	QUARTERLY PEST SERVICE - F	08/03/2020	68.00	.00		100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	2586999	QUARTERLY SERVICE - 080320	08/03/2020	68.00	.00		100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	2602507	PEST CONTROL FOR BEES/WA	08/03/2020	175.00	.00		100-30-64240 Building Repairs & Maintenance
Total ROSE PEST SOLUTIONS:					379.00	.00		
SHRED-IT USA								
1800	SHRED-IT USA	8180155341	1 -- ON SITE SHRED CONTAIN	07/22/2020	15.48	.00		100-43-62100 Contracted Services
1800	SHRED-IT USA	8180155494	SHREDDING SERVICE	07/22/2020	15.48	.00		100-30-62100 Contracted Services
Total SHRED-IT USA:					30.96	.00		
SME SEASONAL SERVICES LLC								
1813	SME SEASONAL SERVICES LL	5452	MOWING SERVICES - VILLAGE	08/01/2020	300.00	.00		100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	5486	MOWING SERVICES (GORNEY,	08/03/2020	1,800.01	.00		221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	5486	MOWING SERVICES (CALEDON	08/03/2020	633.33	.00		220-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	5487	MOWING SERVICES (GORNEY	08/03/2020	300.00	.00		221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	5489	WEED COMM. CHGS (ADMIN &	08/03/2020	1,175.68	.00		100-90-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	5490	WEED CUTTING CHARGES 6/29	08/03/2020	780.00	.00		100-90-62100 Contracted Services
Total SME SEASONAL SERVICES LLC:					4,989.02	.00		
STATE OF WISCONSIN								
1861	STATE OF WISCONSIN	072020	JULY 2020 COURT FINES	07/31/2020	7,750.72	.00		100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:					7,750.72	.00		
STAUFFER ENTERPRISES								
9105	STAUFFER ENTERPRISES	223	SHELTER 5 ROOF JT PARK	07/25/2020	4,300.00	.00		222-00-64240 Building Repairs & Maintenance
9105	STAUFFER ENTERPRISES	229	ROOF REPAIR CRAWFORD PAR	08/02/2020	700.00	.00		221-00-64240 Building Repairs & Maintenance
Total STAUFFER ENTERPRISES:					5,000.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
STOP STICK, LTD.								
9102	STOP STICK, LTD.	0018115-IN	STOP STICKS/TRAINING KIT	07/22/2020	3,303.00	.00		100-30-64070 Work Supplies
Total STOP STICK, LTD.:					3,303.00	.00		
STRYKER SALES CORPORATION								
8	STRYKER SALES CORPORATIO	3103352M	SUCTION CUPS FOR LUCAS DE	08/11/2020	466.75	.00		100-35-64280 Medical Supplies
Total STRYKER SALES CORPORATION:					466.75	.00		
TIME WARNER CABLE								
1974	TIME WARNER CABLE	71664501	PHONE & INTERNET (CURRENT	08/01/2020	622.60	.00		100-43-64150 Communication Services
Total TIME WARNER CABLE:					622.60	.00		
TRANSUNION RISK AND ALTERNATIVE								
2007	TRANSUNION RISK AND ALTER	781849-20200	INFORMATION SHARING SERVI	08/01/2020	50.00	.00		100-30-62100 Contracted Services
Total TRANSUNION RISK AND ALTERNATIVE:					50.00	.00		
TYLER TECHNOLOGIES								
2024	TYLER TECHNOLOGIES	070-4195	UNIVERS MAINTENANCE & SU	08/04/2020	3,000.00	.00		100-90-62100 Contracted Services
Total TYLER TECHNOLOGIES:					3,000.00	.00		
UNITED HEALTHCARE								
9005	UNITED HEALTHCARE	20-0634 RFND	CALL #20-0634 REFUND	08/12/2020	204.36	.00		100-00-46230 Ambulance/EMS Fees
Total UNITED HEALTHCARE:					204.36	.00		
US BANK CORPORATE REAL ESTATE								
2435	US BANK CORPORATE REAL E	174548	AUG-20; BUILDING RENT	07/23/2020	3,530.11	.00		200-10-61700 Property Rental
2435	US BANK CORPORATE REAL E	174548	AUG-20; BUILDING RENT	07/23/2020	268.71	.00		200-27-61700 Property Rental
2435	US BANK CORPORATE REAL E	174548	AUG-20; BUILDING RENT	07/23/2020	985.27	.00		200-28-61700 Property Rental
2435	US BANK CORPORATE REAL E	174548	AUG-20; BUILDING RENT	07/23/2020	216.02	.00		200-29-61700 Property Rental
2435	US BANK CORPORATE REAL E	174548	AUG-20; BUILDING RENT	07/23/2020	268.71	.00		200-72-61700 Property Rental
Total US BANK CORPORATE REAL ESTATE:					5,268.82	.00		
WISCONSIN DEPT OF TRANSPORTATION								
2168	WISCONSIN DEPT OF TRANSP	08132020	PLATE REPLACEMENT	08/13/2020	50.00	.00		100-30-63300 Vehicle Repairs & Maintenance
Total WISCONSIN DEPT OF TRANSPORTATION:					50.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Grand Totals:					785,928.22	.00		

Dated: _____

Village President: _____

Village Board: _____

Village Clerk: _____

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD						
2434	US BANK CORPORATE CARD	UWM HELEN BADER CONT ED	MKESSW0000	REFUND; CANCELLED STAFF D	200-28-51300 Education/Training/Conferences	400.00-
2434	US BANK CORPORATE CARD	LECC TRAINING FUND	691832096820	REFUND FOR A COURSE ALRE	100-30-51300 Education/Training/Conferences	200.00-
2434	US BANK CORPORATE CARD	AMAZON	112-7553126-3	RETURNED TODDLER SWINGS	222-00-64250 Equipment Repairs & Maintenanc	179.97-
2434	US BANK CORPORATE CARD	AMAZON	112-7553126-3	RETURNED TODDLER SWINGS	222-00-64250 Equipment Repairs & Maintenanc	179.97-
2434	US BANK CORPORATE CARD	UWM HELEN BADER CONT ED	MKESSW0000	REFUND; STAFF DEVELOPMEN	200-28-51300 Education/Training/Conferences	150.00-
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J11012 RETUR	NUT DRIVER SET RETURN	100-41-64070 Work Supplies	15.29-
2434	US BANK CORPORATE CARD	WALMART	008352020-07-	SALES TAX REFUND	100-30-64030 Office Supplies	9.02-
2434	US BANK CORPORATE CARD	DOT DMV WIN TVP EPAY SALE	351899107520	CHARGE FOR CC USAGE	100-32-64070 Work Supplies	.18
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221179	JUN-20; ONLINE DATA STORAG	200-72-64300 IT Maintenance & Subscriptions	2.61
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221179	JUN-20; ONLINE DATA STORAG	200-29-64300 IT Maintenance & Subscriptions	3.26
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221179	JUN-20; ONLINE DATA STORAG	200-10-64300 IT Maintenance & Subscriptions	3.92
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221179	JUN-20; ONLINE DATA STORAG	200-27-64300 IT Maintenance & Subscriptions	5.22
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221179	JUN-20; ONLINE DATA STORAG	200-50-64300 IT Maintenance & Subscriptions	5.22
2434	US BANK CORPORATE CARD	US POSTAL SERVICE	UPS 7-2-20 PI	FLU RETURN SHIPPING CHAR	200-20-64040 Postage & Shipping	5.80
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	925286001	ADDITIONAL CARES-CT ACCOU	200-72-64150 Communication Services	6.99
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221179	JUN-20; ONLINE DATA STORAG	200-20-64300 IT Maintenance & Subscriptions	7.83
2434	US BANK CORPORATE CARD	DOT DMV WIN TVP EPAY SALE	351899107520	TVRP JULY 2020	100-32-64070 Work Supplies	9.00
2434	US BANK CORPORATE CARD	WALGREENS	0624-3235-060	CLEANING SUPPLIES	100-43-64100 Janitorial Supplies	9.82
2434	US BANK CORPORATE CARD	DANNY'S MEATS	101512835	RUBBER GLOVES FOR CLEANI	100-43-64100 Janitorial Supplies	9.98
2434	US BANK CORPORATE CARD	AMAZON	112-0947786-1	BATHROOM DOOR LOCK REPL	100-43-64240 Building Repairs & Maintenance	10.58
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221179	JUN-20; ONLINE DATA STORAG	200-28-64300 IT Maintenance & Subscriptions	11.09
2434	US BANK CORPORATE CARD	US POSTAL SERVICE	UPS 7-2-20 SH	FLU RETURN SHIPPING	200-20-64040 Postage & Shipping	11.39
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	001022020-06-	US BANK ANNUAL FEE/RECEIP	100-30-62100 Contracted Services	12.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	008352020-06-	ANNUAL STORAGE FEE	100-14-61310 Banking/Financial Charges	12.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	008402020-06-	ANNUAL STORAGE FEE	100-14-61310 Banking/Financial Charges	12.00
2434	US BANK CORPORATE CARD	PIGGLY WIGGLY	04040270720	WATER FOR REHAB	100-35-64070 Work Supplies	13.98
2434	US BANK CORPORATE CARD	IDENTIFIRE	21314	SCBA FACE MASK NAMEPLATE	100-35-64070 Work Supplies	13.99
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J11012	NUT DRIVER	100-41-64070 Work Supplies	15.29
2434	US BANK CORPORATE CARD	ZOOM	INV32738812	072420-082320 ZOOM	100-21940-000 Accrued Expenses-Credit Card	15.81
2434	US BANK CORPORATE CARD	AMAZON	113-0526147-6	MISC. OFFICE SUPPLIES - RET	100-13-64030 Office Supplies	15.95
2434	US BANK CORPORATE CARD	AMAZON	114-5365110-1	FACE MASKS	100-42-64070 Work Supplies	15.99
2434	US BANK CORPORATE CARD	AMAZON	114-869869382	CAT LITTER CONTAINERS TO B	100-35-64070 Work Supplies	17.58
2434	US BANK CORPORATE CARD	AMAZON	741800148420	MISC. OFFICE SUPPLIES- PAPE	100-13-64030 Office Supplies	17.94
2434	US BANK CORPORATE CARD	WALGREENS	0624-3239-933	DISPOSABLE FACE MASKS	100-42-64070 Work Supplies	18.37
2434	US BANK CORPORATE CARD	WALGREENS	0624-3239-933	DISPOSABLE FACE MASKS	100-40-64070 Work Supplies	18.37
2434	US BANK CORPORATE CARD	US POSTAL SERVICE	166023	#57 CIRCUT BOARD	100-41-64250 Equipment Repairs & Maintenanc	19.35
2434	US BANK CORPORATE CARD	AMAZON	114-3321734-8	VERY 5160 LABELS	100-40-64030 Office Supplies	19.99
2434	US BANK CORPORATE CARD	WI DEPT OF FINANCIAL INSTIT	WS2CFI00499	NOTARY PAYMENT	100-31-51300 Education/Training/Conferences	20.00
2434	US BANK CORPORATE CARD	SAMS CLUB	5390338133	HAND SOAP; GARBAGE BAGS	100-21940-000 Accrued Expenses-Credit Card	21.96
2434	US BANK CORPORATE CARD	FASTENAL	WIRAC181044	BOLTS	100-41-63300 Vehicle Repairs & Maintenance	22.08

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	SIMPLYSTAMPS.COM	20444776	NOTARY STAMP	100-30-64030 Office Supplies	24.00
2434	US BANK CORPORATE CARD	INDEED	33178647	INDEED JOB ADVERTISING	100-35-64070 Work Supplies	25.73
2434	US BANK CORPORATE CARD	US POSTAL SERVICE	USPS 7-14-202	DNR TNC WELL SAMPLE SHIPP	200-50-64040 Postage & Shipping	27.15
2434	US BANK CORPORATE CARD	INDEED	33342950	INDEED ONLINE JOB ADVERTIS	100-35-64070 Work Supplies	27.26
2434	US BANK CORPORATE CARD	U.S. POST OFFICE	USPS 7-21-20	DNR TNC WELL WATER TESTIN	200-50-64040 Postage & Shipping	27.55
2434	US BANK CORPORATE CARD	U.S. POST OFFICE	USPS 7-22-20	DNR TNC WELL WATER SHIPPI	200-50-64040 Postage & Shipping	27.55
2434	US BANK CORPORATE CARD	US POSTAL SERVICE	USPS 7-15-20	DNR TNC WELL SAMPLE SHIPP	200-50-64040 Postage & Shipping	27.95
2434	US BANK CORPORATE CARD	U.S. POST OFFICE	USPS 7-20-20	DNR TNC WELL SAMPLE SHIPP	200-50-64040 Postage & Shipping	27.95
2434	US BANK CORPORATE CARD	U.S. POST OFFICE	USPS 7-23-20	DNR TNC WELL WATER SHIPPI	200-50-64040 Postage & Shipping	27.95
2434	US BANK CORPORATE CARD	AMAZON	112-3353955-8	DICK TAPE; TESTING	200-72-64070 Work Supplies	28.49
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J35378	TAPE MEASURE, UTILITY KNIFE	100-41-64070 Work Supplies	29.31
2434	US BANK CORPORATE CARD	AMAZON	112-2523583-2	BATHROOM LOCK REPLACMEN	100-43-64240 Building Repairs & Maintenance	30.07
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J40910	PAINT MISC. SUPPLIES	100-41-64070 Work Supplies	30.47
2434	US BANK CORPORATE CARD	BEST BUY	BBY01-806247	PHONE ACCESSORY	502-00-64150 Communication Services	31.99
2434	US BANK CORPORATE CARD	WORLDPOINT ECC INC	8200076242	PALS INSTRUCTOR CLASS (RIV	100-35-51300 Education/Training/Conferences	35.70
2434	US BANK CORPORATE CARD	WORLDPOINT ECC INC	8200079358	PALS INSTRUCTOR ONLINE	100-35-51300 Education/Training/Conferences	35.70
2434	US BANK CORPORATE CARD	AMAZON	114-9133451-5	GLOVES-ENVELOPE SEALER-	100-40-64030 Office Supplies	36.00
2434	US BANK CORPORATE CARD	TARGET	721844371420	SCREEN PROTECTOR FOR NE	100-13-64070 Work Supplies	36.91
2434	US BANK CORPORATE CARD	AMAZON	114-5351455-8	LAPTOP STAND - KASPER	100-14-64030 Office Supplies	36.99
2434	US BANK CORPORATE CARD	AMAZON	114-4644172-2	STAMP AND POST IT NOTES	100-30-64030 Office Supplies	37.97
2434	US BANK CORPORATE CARD	WPSG, INC	E1981927	GEAR KEEPER RETRACTOR ST	100-35-64250 Equipment Repairs & Maintenanc	39.88
2434	US BANK CORPORATE CARD	AMAZON	112-6899590-4	PENS; HOOKS; OFFICE SUPPLI	200-10-64030 Office Supplies	41.21
2434	US BANK CORPORATE CARD	OFFICE DEPOT	001022020-06-	WIRELESS KEYBOARDS	100-30-64030 Office Supplies	42.18
2434	US BANK CORPORATE CARD	SAMS CLUB	5579970935	COVID19 SUPPLIES	200-10-64070 Work Supplies	43.92
2434	US BANK CORPORATE CARD	STATE FARM INSURANCE	99-BY-Y479-1F	BOND BILL FOR ABBY NOTARY	100-30-64070 Work Supplies	50.00
2434	US BANK CORPORATE CARD	AMAZON	112-3353955-8	ARCHIVE RECORD BOXES; RC	200-28-64030 Office Supplies	51.99
2434	US BANK CORPORATE CARD	MONTAGE ENTERPRISES, INC	78644	REPLACEMENT BLADES AND P	100-41-63300 Vehicle Repairs & Maintenance	52.20
2434	US BANK CORPORATE CARD	OFFICE DEPOT	108342772-00	USB HEADSETS (2); CARES-CT	200-72-64030 Office Supplies	52.48
2434	US BANK CORPORATE CARD	AMAZON	113-1301083-4	RADIO HOLSTERS DETECTIVE	100-30-64070 Work Supplies	52.92
2434	US BANK CORPORATE CARD	AMAZON	112-0564495-1	WINCHES FOR PARKS	222-00-64070 Work Supplies	53.60
2434	US BANK CORPORATE CARD	AMAZON	112-3353955-8	ROPE; TESTING	200-72-64070 Work Supplies	56.05
2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	10056662	DOG FOOD/LOUIE	250-30-64192 Police K9	56.35
2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	10057523	FOOD FOR LOUIE	250-30-64192 Police K9	56.35
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL 20; INTERNET SERVIC	200-72-64300 IT Maintenance & Subscriptions	60.60
2434	US BANK CORPORATE CARD	AMAZON	112-5526799-3	FILTER REGULATOR #57	100-41-64250 Equipment Repairs & Maintenanc	62.17
2434	US BANK CORPORATE CARD	RACINE ZOOLOGICAL SOCIETY	13630	RCHVN CLIENT INCENTIVE; ZO	200-28-64191 Client Related Expenses	62.50
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	1586902002	JUL-20 RING CENTRAL VOIP SE	200-72-64150 Communication Services	62.54
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221134	JUN-20; IT MANAGED SERVICE	200-72-64300 IT Maintenance & Subscriptions	68.06
2434	US BANK CORPORATE CARD	FARM & FLEET	048053	FARM JACK	100-41-64090 Road Maintenance Materials	68.24
2434	US BANK CORPORATE CARD	RITTERTECH	Y89339-001	CRIMP HOSE ASSY	100-41-64250 Equipment Repairs & Maintenanc	72.34
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J45980	MASKS AND SANITIZER	100-41-64100 Janitorial Supplies	75.56

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL 20; INTERNET SERVIC	200-29-64300 IT Maintenance & Subscriptions	75.75
2434	US BANK CORPORATE CARD	AT & T	275320817	PHONE CASES VILLAGE HALL	400-90-65060 IT Infrastructure	75.96
2434	US BANK CORPORATE CARD	AMAZON	112-2546204-5	OTTERBOX PHONE CASES - 4	100-43-64150 Communication Services	76.92
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	1586902002	JUL-20 RING CENTRAL VOIP SE	200-29-64150 Communication Services	78.17
2434	US BANK CORPORATE CARD	BEST BUY	BBY01-806254	USB HEADSETS (3); CARES-CO	200-72-64030 Office Supplies	78.72
2434	US BANK CORPORATE CARD	CHULA VISTA RESORT	H87585	RADKE K9 CONFERENCE	250-30-64192 Police K9	82.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	286122020-06-	300 STAMPS FOR OFFICE USE	500-00-64040 Postage & Shipping	82.50
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	286122020-06-	300 STAMPS FOR OFFICE USE	501-00-64040 Postage & Shipping	82.50
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221134	JUN-20; IT MANAGED SERVICE	200-29-64300 IT Maintenance & Subscriptions	82.93
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221110	RING CENTRAL PROJECT	200-10-64310 IT Contracted Services	87.50
2434	US BANK CORPORATE CARD	AMAZON	112-5026790-8	OTTERBOX PHONE CASES - 4	100-43-64150 Communication Services	89.92
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL 20; INTERNET SERVIC	200-10-64300 IT Maintenance & Subscriptions	90.90
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221134	JUN-20; IT MANAGED SERVICE	200-10-64300 IT Maintenance & Subscriptions	97.68
2434	US BANK CORPORATE CARD	OFFICE DEPOT	101642567-00	HAND SANITIZER	200-10-64070 Work Supplies	104.96
2434	US BANK CORPORATE CARD	MICROSOFT	071853526720	OFFICE 365	502-00-64300 IT Maintenance & Subscriptions	104.99
2434	US BANK CORPORATE CARD	AMAZON	113-0300322-1	STAFF PPE; PROCEDURE MAS	200-72-64070 Work Supplies	105.40
2434	US BANK CORPORATE CARD	AMAZON	114-3540747-1	SQUAD PAPER	100-30-64070 Work Supplies	106.72
2434	US BANK CORPORATE CARD	JEFFERSON FIRE & SAFETY, IN	IN119564,IN11	SAFETY REPAIRS TO SCOTT E	100-35-64070 Work Supplies	108.20
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC045128	COLD PATCH	100-41-64090 Road Maintenance Materials	110.74
2434	US BANK CORPORATE CARD	BROTHER INTL CORP	60396949	INK FOR FAX MACHINE	100-30-64030 Office Supplies	110.98
2434	US BANK CORPORATE CARD	AMAZON	112-2307019-5	BUBBLER WATER FILTERS	100-41-64240 Building Repairs & Maintenance	111.89
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	60854	BLACK DIRT 5 YARDS	100-41-64090 Road Maintenance Materials	113.30
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL 20; INTERNET SERVIC	200-27-64300 IT Maintenance & Subscriptions	121.20
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL 20; INTERNET SERVIC	200-50-64300 IT Maintenance & Subscriptions	121.20
2434	US BANK CORPORATE CARD	AT & T	331900083520	PHONE CASES - VILLAGE STAF	400-90-65060 IT Infrastructure	121.54
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	1586902002	JUL-20 RING CENTRAL VOIP SE	200-27-64150 Communication Services	125.07
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	1586902002	JUL-20 RING CENTRAL VOIP SE	200-50-64150 Communication Services	125.07
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221108	LAPTOP MAINTENANCE-KH	200-50-64310 IT Contracted Services	131.25
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221134	JUN-20; IT MANAGED SERVICE	200-27-64300 IT Maintenance & Subscriptions	132.68
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221134	JUN-20; IT MANAGED SERVICE	200-50-64300 IT Maintenance & Subscriptions	132.68
2434	US BANK CORPORATE CARD	AMAZON	112-3898562-5	PRINTER TONER; CH	200-72-64030 Office Supplies	133.70
2434	US BANK CORPORATE CARD	UW - OSHKOSH	18507	DNR TNC WELL WATER TESTIN	200-50-61000 Professional Services	136.00
2434	US BANK CORPORATE CARD	AT & T	262000010220	CELL PHONE CASES	100-30-64070 Work Supplies	136.74
2434	US BANK CORPORATE CARD	AMAZON	113-8546358-0	TOUCHLESS HAND SANITIZER	200-10-64070 Work Supplies	139.00
2434	US BANK CORPORATE CARD	ARMOR-X ESHOP	100045583	CASES FOR TABLETS	100-35-64070 Work Supplies	139.96
2434	US BANK CORPORATE CARD	BUFFER PUBLISH PRO	2020-07-11	BUFFER; SOFTWARE ANNUAL	200-10-64300 IT Maintenance & Subscriptions	144.00
2434	US BANK CORPORATE CARD	PBI	3311575368	APR-JUL 2020; POSTAGE MACH	200-10-62300 Equipment Rental & Maintenance	147.84
2434	US BANK CORPORATE CARD	AMAZON	741800148420	MISC. OFFICE SUPPLIES - 2 CA	100-13-64030 Office Supplies	162.34
2434	US BANK CORPORATE CARD	NABCO ENTRANCES	90099104	PUSH BUTTON REPAIR	100-43-64070 Work Supplies	165.51
2434	US BANK CORPORATE CARD	FARM & FLEET	396272220	WEED TRIMMER FOR STATION	100-35-64110 Small Equipment	169.95
2434	US BANK CORPORATE CARD	SAFELITE	164996	WINDSHIELD REPAIR - BUILDIN	100-43-63300 Vehicle Repairs & Maintenance	171.93

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC045026	COLD PATCH	100-41-64090 Road Maintenance Materials	172.89
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL 20; INTERNET SERVIC	200-20-64300 IT Maintenance & Subscriptions	181.80
2434	US BANK CORPORATE CARD	APPLE.COM	W754511905	CHARGERS AND USB CABLE	100-35-64110 Small Equipment	185.59
2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	ID-281660	BRAKE CLEANER, OIL FILTERS,	100-41-63300 Vehicle Repairs & Maintenance	186.78
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	1586902002	JUL-20 RING CENTRAL VOIP SE	200-20-64150 Communication Services	187.61
2434	US BANK CORPORATE CARD	AT & T	XPO2015KB55	OTTER BOXES FOR NEW I-PHO	100-35-64110 Small Equipment	197.50
2434	US BANK CORPORATE CARD	GLASSDOOR	609142	EMPLOYEE ADVERTISING; PH	200-50-51350 Employment Advertising	199.00
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221134	JUN-20; IT MANAGED SERVICE	200-20-64300 IT Maintenance & Subscriptions	199.02
2434	US BANK CORPORATE CARD	WORLDPOINT ECC INC	8200076368	PALS INSTRUCTOR MANUAL	100-35-51300 Education/Training/Conferences	216.11
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	1586902002	JUL-20 RING CENTRAL VOIP SE	200-10-64150 Communication Services	218.89
2434	US BANK CORPORATE CARD	SOCIETY FOR HUMAN RESOUR	437142020-07-	ANNUAL SHRM MEMBERSHIP F	100-21940-000 Accrued Expenses-Credit Card	219.00
2434	US BANK CORPORATE CARD	HUMMER PARTS GUY	INV77684	QUICK DISCONNECT VALVE FO	100-35-63300 Vehicle Repairs & Maintenance	222.36
2434	US BANK CORPORATE CARD	OFFICE FURNITURE WRH	001022020-07-	DESK	100-30-64030 Office Supplies	225.00
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	61084	BLACK DIRT	100-41-64090 Road Maintenance Materials	226.60
2434	US BANK CORPORATE CARD	TROMCOM	23189	TWO WAY RAIDO	100-41-64110 Small Equipment	240.00
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL 20; INTERNET SERVIC	200-28-64300 IT Maintenance & Subscriptions	257.55
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	60894	12YDS BLACK DIRT	100-41-64090 Road Maintenance Materials	264.00
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	1586902002	JUL-20 RING CENTRAL VOIP SE	200-28-64150 Communication Services	265.78
2434	US BANK CORPORATE CARD	JIMS GARAGE DOOR SERVICE,	199165	GARAGE DOOR REPAIR AT STA	100-35-64240 Building Repairs & Maintenance	271.00
2434	US BANK CORPORATE CARD	UNIFIRST CORPORATION	0961131723	COVERALLS AND RAGS FOR J	100-41-61000 Professional Services	275.36
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221134	JUN-20; IT MANAGED SERVICE	200-28-64300 IT Maintenance & Subscriptions	281.95
2434	US BANK CORPORATE CARD	JOHN CONNER CO INC.	2182879	EMS SUPPLIES	100-35-64280 Medical Supplies	307.90
2434	US BANK CORPORATE CARD	MILAGERS INC.	1-2638175	PLANTS FOR IN FRONT OF HW	100-41-64240 Building Repairs & Maintenance	324.64
2434	US BANK CORPORATE CARD	TDS METROCOM	262-681-3900	JULY PHONE/INTERNET UTILIT	500-00-64150 Communication Services	332.11
2434	US BANK CORPORATE CARD	TDS METROCOM	262-681-3900	JULY PHONE/INTERNET UTILIT	501-00-64150 Communication Services	332.11
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221108	LAPTOP SETUP AND DEPLOYM	200-29-64310 IT Contracted Services	334.69
2434	US BANK CORPORATE CARD	AMAZON	113-5119847-2	STAFF PPE; FACE SHIELDS	200-72-64070 Work Supplies	342.70
2434	US BANK CORPORATE CARD	AT & T	1581305830	TONY BUNKELMAN PHONE	502-00-65050 Communications Equipment	370.45
2434	US BANK CORPORATE CARD	METALWORLD INC	31290	STEEL FOR FIXING THE BACKH	100-41-64250 Equipment Repairs & Maintenanc	371.58
2434	US BANK CORPORATE CARD	HENRY SCHEIN	78749638	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	380.06
2434	US BANK CORPORATE CARD	SOUTHPORT HEATING, PLUMBI	W26413	AIR CONDITIONER ST. 12 REPAI	100-35-64240 Building Repairs & Maintenance	394.00
2434	US BANK CORPORATE CARD	AT & T	262000010220	CELL PHONE CASES	100-30-64070 Work Supplies	395.00
2434	US BANK CORPORATE CARD	CDW GOVERNMENT	008352020-07-	ADDL O365 LICENSES	400-90-65060 IT Infrastructure	395.29
2434	US BANK CORPORATE CARD	AMAZON	113-8142919-0	EXAM GLOVES; TESTING	200-72-64070 Work Supplies	406.29
2434	US BANK CORPORATE CARD	AMAZON	112-0226626-1	STAFF PPE; GLOVES; PROCED	200-72-64070 Work Supplies	432.75
2434	US BANK CORPORATE CARD	ROGUE	6821951	1/2 ROWING MACHINE FOR STA	250-35-64193 Fire Dept Donations - Pub Ed	447.50
2434	US BANK CORPORATE CARD	ROGUE	6821951	1/2 ROWING MACHINE FOR STA	100-35-64110 Small Equipment	447.50
2434	US BANK CORPORATE CARD	THERMOWORKS, INC.	492-SO-26600	FOREHEAD THERMOMETERS (200-72-64070 Work Supplies	448.99
2434	US BANK CORPORATE CARD	FASTSIGNS	2108-6258	DOWNPAYMENT; TESTING CLIN	200-72-64060 Copying & Printing	449.67
2434	US BANK CORPORATE CARD	FASTSIGNS	6258-FINAL PA	COVID19 SIGN PRINTING	200-72-64060 Copying & Printing	449.67
2434	US BANK CORPORATE CARD	AIRGAS NORTH CENTRAL	9102553299	OXYGEN ANDACETYLENE	100-41-64070 Work Supplies	453.14

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	ARING EQUIPMENT EXCHANGE	610670	SPLINED DRIVESHAFT #27	100-41-63300 Vehicle Repairs & Maintenance	455.96
2434	US BANK CORPORATE CARD	TACKFORM-DZINE	22518	MOUNTS FOR I-PADS	100-35-64110 Small Equipment	508.16
2434	US BANK CORPORATE CARD	MID STATE EQUIPMENT	V27630	OIL FILTERS AND A DRAFT LINK	100-41-63300 Vehicle Repairs & Maintenance	518.15
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221108	LAPTOP MAINTENANCE-JL	200-20-64310 IT Contracted Services	525.00
2434	US BANK CORPORATE CARD	TDS METROCOM	262-898-4460	JUL-20; TELEPHONE SERVICE	200-10-64150 Communication Services	542.52
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221760	MEMORY UPGRADE FOR ON-SI	200-10-64310 IT Contracted Services	542.76
2434	US BANK CORPORATE CARD	SOUTHPORT HEATING, PLUMBI	W23484	FURCACE BELTS AND SEVICE	100-41-64240 Building Repairs & Maintenance	561.68
2434	US BANK CORPORATE CARD	AMAZON	114-97113312-2	2 CONFERENCE PHONES	400-90-65060 IT Infrastructure	563.90
2434	US BANK CORPORATE CARD	ARAMARK	860112340531	UNIFORMS FOR ALL STATIONS	100-35-50280 Clothing Allowance	566.97
2434	US BANK CORPORATE CARD	GLEASON REDI MIX	290307	10 YDS SLURRY	100-41-64090 Road Maintenance Materials	600.00
2434	US BANK CORPORATE CARD	ARAMARK	860112340630	FD UNIFORMS ALL STATIONS	100-35-50280 Clothing Allowance	622.94
2434	US BANK CORPORATE CARD	AMAZON	113-5952245-3	EXAM GLOVES; TESTING	200-72-64070 Work Supplies	629.86
2434	US BANK CORPORATE CARD	GLEASON REDI MIX	290379	10 YDS OF SLURRY	100-41-64090 Road Maintenance Materials	660.00
2434	US BANK CORPORATE CARD	REINDERS-SUSSEX	1838146-00	EROSION MATTING, STAPLES A	100-41-64090 Road Maintenance Materials	678.18
2434	US BANK CORPORATE CARD	AMAZON	113-5119847-2	STAFF PPE; DISPOSABLE GOW	200-72-64070 Work Supplies	682.05
2434	US BANK CORPORATE CARD	DOA E PAY DOC SALES	20-001987	DSPS BLDG PERMIT SEAL STIC	100-40-64070 Work Supplies	829.54
2434	US BANK CORPORATE CARD	BUY VPC	116187	ADOBE LICENSE RENEWALS	100-90-64300 IT Maintenance & Subscriptions	832.16
2434	US BANK CORPORATE CARD	AMAZON	113-6405475-0	PROCEDURE MASKS; TESTING	200-72-64070 Work Supplies	877.47
2434	US BANK CORPORATE CARD	AMAZON	113-9619654-1	STAFF PPE; PROCEDURE MAS	200-72-64070 Work Supplies	897.24
2434	US BANK CORPORATE CARD	MONTAGE ENTERPRISES, INC	80031	NEW SHAFT AND BEARINGS #2	100-41-63300 Vehicle Repairs & Maintenance	915.56
2434	US BANK CORPORATE CARD	JOURNAL TIMES	014842020-07-	CLASSIFIED PACKAGE (6-5-20 T	100-11-64010 Notifications/Publications	935.74
2434	US BANK CORPORATE CARD	SAMS CLUB	5562844911	RHB CLIENT INCENTIVES	200-29-64191 Client Related Expenses	1,000.00
2434	US BANK CORPORATE CARD	SAMS CLUB	5569562504	RHB CLIENT INCENTIVES	200-29-64191 Client Related Expenses	1,000.00
2434	US BANK CORPORATE CARD	HHH & REPAIRLL LLC	2261	SERVICE CALL #35 BACKHOE	100-41-64250 Equipment Repairs & Maintenan	1,085.82
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	014842020-07-	BACKGROUND CHECKS (6-1-20	100-11-64030 Office Supplies	1,365.00
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	221108	LAPTOP SETUP AND DEPLOYM	200-28-64310 IT Contracted Services	1,634.06
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	220501	LAPTOP REPLACEMENTS (1)	200-50-64310 IT Contracted Services	1,817.35
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	220501	LAPTOP REPLACEMENTS (1)	200-10-64310 IT Contracted Services	1,817.35
2434	US BANK CORPORATE CARD	BLUE CARD COMMAND	INV05186	BLUE CARD ONLINE TRAINING	100-35-51300 Education/Training/Conferences	1,925.00
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	220501	LAPTOP REPLACEMENTS (2)	200-29-64310 IT Contracted Services	3,634.70
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	220501	LAPTOP REPLACEMENTS (2)	200-72-64310 IT Contracted Services	3,634.70
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	220501	LAPTOP REPLACEMENTS (6)	200-28-64310 IT Contracted Services	10,904.10
Total US BANK CORPORATE CARD:						62,055.16
Grand Totals:						62,055.16

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
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Dated: _____

Village President: _____

Village Board: _____

Village Clerk: _____

RESOLUTION NO. 2020-66

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
REVISING FEES FOR THE CALEDONIA MEMORIAL PARK CEMETERY UNDER
SEC. 12-4-7 OF THE VILLAGE'S CODE OF ORDINANCES.**

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

WHEREAS, Section 12-4-7 of the Village's Code of Ordinances provides for the Village Board to establish fees for the price of lots, conveyance of lots, and surveying;

WHEREAS, the costs of opening and closing a burial location are not set by the Village, but by the contractor handling the burial;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the following fee schedule shall be imposed according to Section 12-4-7 of the Village's Code of Ordinances.

Fees at the time of purchase

- | | | |
|----|----------------------|--------|
| 1. | Lot Fee | |
| | A. Resident | \$1200 |
| | B. Non-Resident | \$1500 |
| 2. | Maintenance fee | |
| | A. Resident | \$120 |
| | B. Non-Resident | \$150 |
| 3. | Transfer of deed fee | \$100 |

Fees at the time of burial

- | | | |
|----|---|------|
| 1. | Opening/Closing Cost are set by individual contractor. Contact the funeral home or contractor for contractor costs. | |
| 2. | Staking and Grave inspection fee | \$75 |
| 3. | Gravestone inspection fee | \$35 |

Miscellaneous fees

- | | | |
|----|------------------|---------|
| 1. | Lot survey fee | \$50 |
| 2. | Disinterment fee | \$2,000 |

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Karie Pope
Village Clerk

770272.001 (820)

RESOLUTION 2020-67

**RESOLUTION APPROVING REVISIONS TO EMPLOYMENT CONTRACT WITH
THE VILLAGE ADMINISTRATOR**

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

RECITALS

1. Thomas J. Christensen ("Mr. Christensen"), who has been serving as Village Administrator since May 1, 2015, plans to retire sometime in 2021 but has agreed to continue serving in his position pending the Village's search for a new Village Administrator.
2. The parties have determined that the current employment contract, which terminates on December 31, 2020, needs to be extended.
3. The revised contract establishes a term for Mr. Christensen's continued employment as the Village Administrator beginning January 1, 2021 and ending on June 30, 2021, unless the parties mutually agree to extend the contract for up to an additional six (6) month period.
4. The revised contract provides for a continuation of Mr. Christensen's salary of \$125,000.00 per year and 25 days of paid vacation, both to be pro-rated in accordance with the actual length of service in 2021.

NOW, THEREFORE, BE IT RESOLVED that the Employment Contract attached as Exhibit A providing for the revisions discussed above be, and hereby is, approved.

Adopted by the Village Board of the Village of Caledonia this ___ day of _____, 2020.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Karie Pope
Village Clerk

770272.001(555)

EMPLOYMENT CONTRACT

This AGREEMENT, effective as January 1, 2021, is made and entered by and between the VILLAGE OF CALEDONIA ("the Village") and THOMAS J. CHRISTENSEN ("Mr. Christensen") (the "Agreement").

RECITALS

A. Mr. Christensen, who has been serving as Village Administrator since May 1, 2015, plans to retire sometime in 2021 but has agreed to continue serving in his position pending the Village's search for a new Village Administrator.

B. The Village and Mr. Christensen desire to define and clarify the essential terms governing his continued employment.

NOW, THEREFORE, the parties do mutually agree to the following:

1. **EMPLOYMENT**. Mr. Christensen shall continue to serve as Village Administrator, abiding by the terms of this Agreement.

2. **TERM**. This Agreement establishes a term for Mr. Christensen's continued employment as the Village Administrator beginning January 1, 2021 and ending on June 30, 2021, unless the parties mutually agree to extend the contract for up to an additional six (6) month period, provided however that:

- a. Mr. Christensen may terminate this Agreement with thirty (30) days advance written notice.
- b. The Village Board may terminate Mr. Christensen's employment by a majority vote of the Village Board. In the event the Village Board terminates Mr. Christensen's employment, and provided that Mr.

Christensen is not terminated "for cause" as that phrase is defined in Wis. Stat. §17.001, he shall be paid three (3) months salary as a severance payment.

3. **COMPENSATION.** Mr. Christensen shall continue to receive an annual salary of \$125,000.00, to be pro-rated in accordance with the actual length of service in 2021. There shall be no future salary adjustments within the term set forth in this Agreement.

4. **DUTIES.** As Village Administrator, Mr. Christensen shall serve as the Chief Administrative Officer of the Village. The powers, duties, and responsibilities of the Village Administrator shall be as provided by the Village Board in a manner consistent with the laws of the State of Wisconsin and the ordinances of the Village. If the Village Board hires a new Village Administrator during the term of this Agreement, Mr. Christensen shall work with the new Village Administrator to ensure a smooth transition. Attached as Exhibit A, and incorporated herein by reference, is a copy of the Village-approved job description for the position of Village Administrator.

5. **BENEFITS.** The Village shall provide Mr. Christensen with the benefits set forth in the Village of Caledonia's current Personnel Manual, subject to the following modifications:

- Mr. Christensen shall receive up to twenty-five (25) days of paid vacation in 2021, the precise amount allocated to be pro-rated in accordance with the actual length of service in 2021.
- Mr. Christensen declines to participate in the Village's health insurance program but may participate if he chooses, in the Village's Dental Coverage Plan offered to Village employees.

- In addition, Mr. Christensen, who is presently receiving an annuity from the Wisconsin Retirement System (“WRS”), shall not be covered under the WRS as a Village employee, and thus: (1) shall not be entitled to make contributions to the WRS based upon Village employment, and (2) shall not be entitled to any Village contributions to the WRS on his behalf. Mr. Christensen further waives any right to become covered under the WRS as a Village employee in the event that he elects to stop receiving his WRS annuity benefits.
- In the event that the Village is obligated by law to extend WRS benefits to Mr. Christensen, his compensation shall be reduced commensurately. In the event that Mr. Christensen opts to participate in the Village's group health insurance plan, the parties agree that the total cost for health insurance premiums shall be shared on a 50/50 basis.

6. **TERMS AND CONDITIONS OF EMPLOYMENT.** Except as modified herein, Mr. Christensen shall be subject to the terms and conditions of employment as set forth in the Personnel Manual, as amended from time-to-time.

7. **MODIFICATION OF AGREEMENT.** This Agreement may be modified by the mutual written consent of both parties at any time.

8. **PERFORMANCE REVIEW, GOALS AND PERFORMANCE OBJECTIVES.** The Village President and the Chair of the Personnel Committee shall meet with Mr. Christensen, from time to time, to discuss and prioritize ongoing goals and objectives

that are determined necessary for the proper operation of the Village and for the attainment of the Village's policy objectives.

9. **ENTIRE AGREEMENT**. This written Agreement supersedes and supplants any prior oral promises or written agreements between the parties and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the day and year set forth below.

Dated this ____ day of August, 2020. Dated this ____ day of August, 2020.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Thomas J. Christensen

Attest: _____
Karie Pope
Village Clerk

RESOLUTION NO. 2020-68

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA THROUGH THE CALEDONIA SEWER UTILITY DISTRICT TO ADOPT A SEWER SERVICE CHARGE INCREASE FOR THE 4TH QUARTER OF 2020

WHEREAS, the Caledonia Utility District has a 6-year Sanitary Sewer Capital Improvement Plan (CIP) of approximately \$37.35 Million dollars (2020 – 2025). In addition to the CIP, the Mount Pleasant TID #5 Conveyance for the Interstate 94 Corridor in Caledonia (TID #1 and TID #4) has a cost share of \$27.06 Million dollars. This is a total of approximately \$64 Million dollars (principal) that will need to be funded.

WHEREAS, of the \$37.35 Million dollar CIP, the Caledonia Sewer Utility has approximately \$3.56 Million dollars currently under contract. It is anticipated that the balance of those contracts will be paid out by the end of 2020. The Village's TID #5 has contributed \$9.1 Million dollars to the CIP. Due to the recent weather (3 highly intensive rain events in May, July, and August) and the lack of additional Sanitary Sewer Capacity available, the Utility District will need to construct additional attenuation basins to mitigate and control peak sanitary sewer flows. These projects will hopefully avoid having the Village of Caledonia being placed on a Sewer Moratorium at 2 of its 3 connection points with the Racine Wastewater Utility.

WHEREAS, the Caledonia Utility District has proposed 4 major projects in 2021 and 1 major project in 2022 to mitigate and control sanitary sewer peak flows. The 5 projects are the Hoods Creek Attenuation Basin Cells 2 and 3, Central Lift Station Safety Site, Riverbend Lift Station Safety Site, Riverbend Forcemain Replacement, and the Central Lift Station Attenuation Basin. These 5 projects have an estimated cost of approximately \$29.1 Million dollars.

WHEREAS, Mount Pleasant also has work under contract and has provided Clean Water Fund Loan information for Caledonia's share of the Mount Pleasant TID #5 Conveyance. The principal is approximately \$27 Million dollars. Interest over the next 30 years is an additional \$15.6 Million dollars for a total of \$42.6 Million dollars. The first interest payment is due in 2021.

WHEREAS, a Financial Plan was prepared by Brian Della of PMA and reviewed by Dave Wagner of the Village. The Financial Plan indicates that the Sewer Utility will need to Bond approximately \$19.1 Million dollars in 2021 and \$14.6 Million dollars in 2022 to perform the CIP projects in those years.

WHEREAS, the Financial Plan also indicates that in order to complete the CIP, Bond for the projects, and pay Caledonia's share of the Mount Pleasant TID #5 Conveyance, the Sewer Service Charge will need to increase. The projected overall increase needed in the Sewer Service Charge for the entire CIP and the Mount Pleasant TID #5 Conveyance is 61.1%. The Financial Plan currently projects significant increases in most years. The specific increases are 2020 (7.1%), 2021 (8.6%), 2022 (14.7%), 2023 (1.2%), 2024 (16.7%), 2025 (10.0%), & 2026 (2.8%).

WHEREAS, the Caledonia Utility District and staff discussed the CIP, Sewer Capacity Issues, Caledonia's share of the Mount Pleasant TID #5 Conveyance, the Financial Plan, and the Sewer Service Charge increase at the August 5th Utility District Meeting. It was determined that the Sewer Service Charge Revenues for 2020 are already behind and that future increases to the Sewer Service Charge be gradual (even as much as possible) instead of abrupt.

WHEREAS, the Caledonia Utility District recommended at their August 5th, 2020 meeting that the Sewer Service Charge be raised \$14.00, which is the equivalent 11.1%. This would raise the Sewer Service Charge from \$126.00 per quarter to \$140.00 per quarter.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Sewer Service Charge be raised \$14.00 to \$140.00 per quarter effective September 15, 2020 (4th Quarter).

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

VILLAGE OF CALEDONIA

By: _____
James R Dobbs, Village President

Attest: _____
Karie Pope, Village Clerk



Village of Caledonia, WI

Sewer Utility

Capital Improvement Plan Overview and Rate Setting Considerations

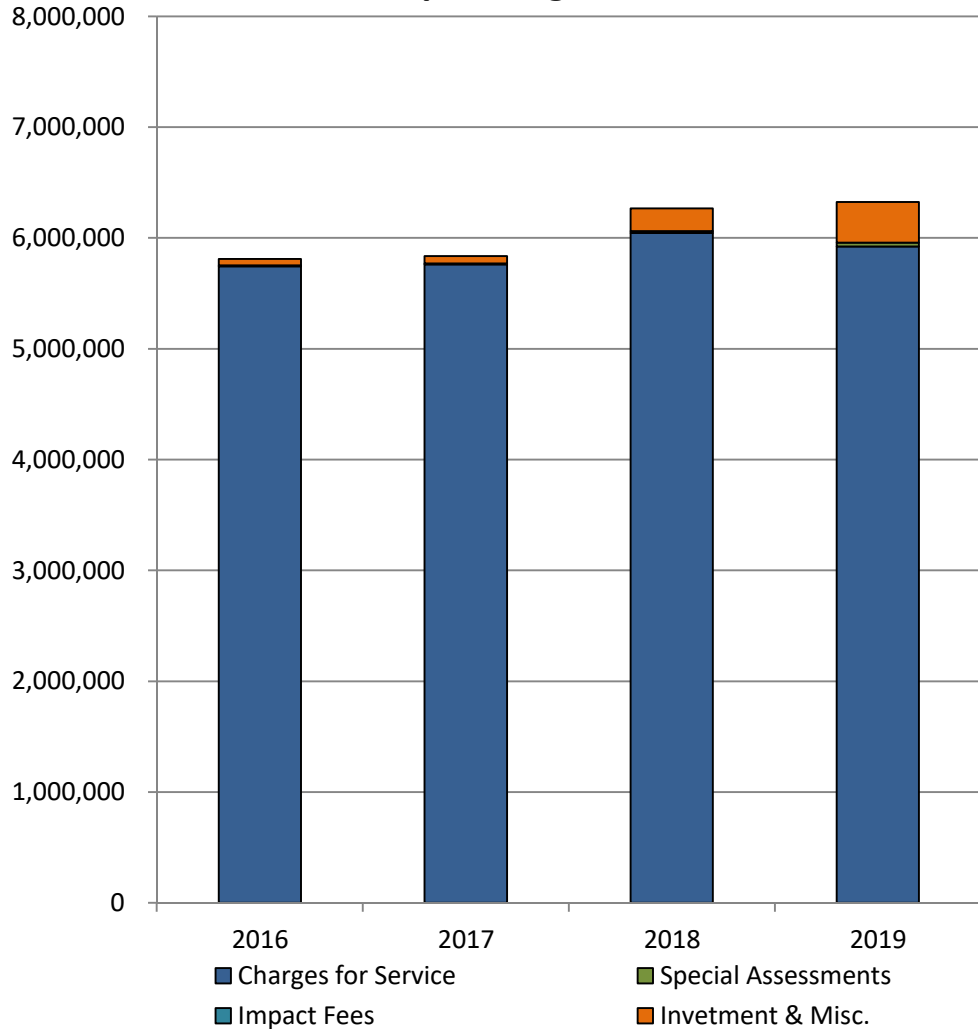
Utility Commission: August 5, 2020

Brian Della, CFA
Director, Public Finance
PMA Securities, LLC

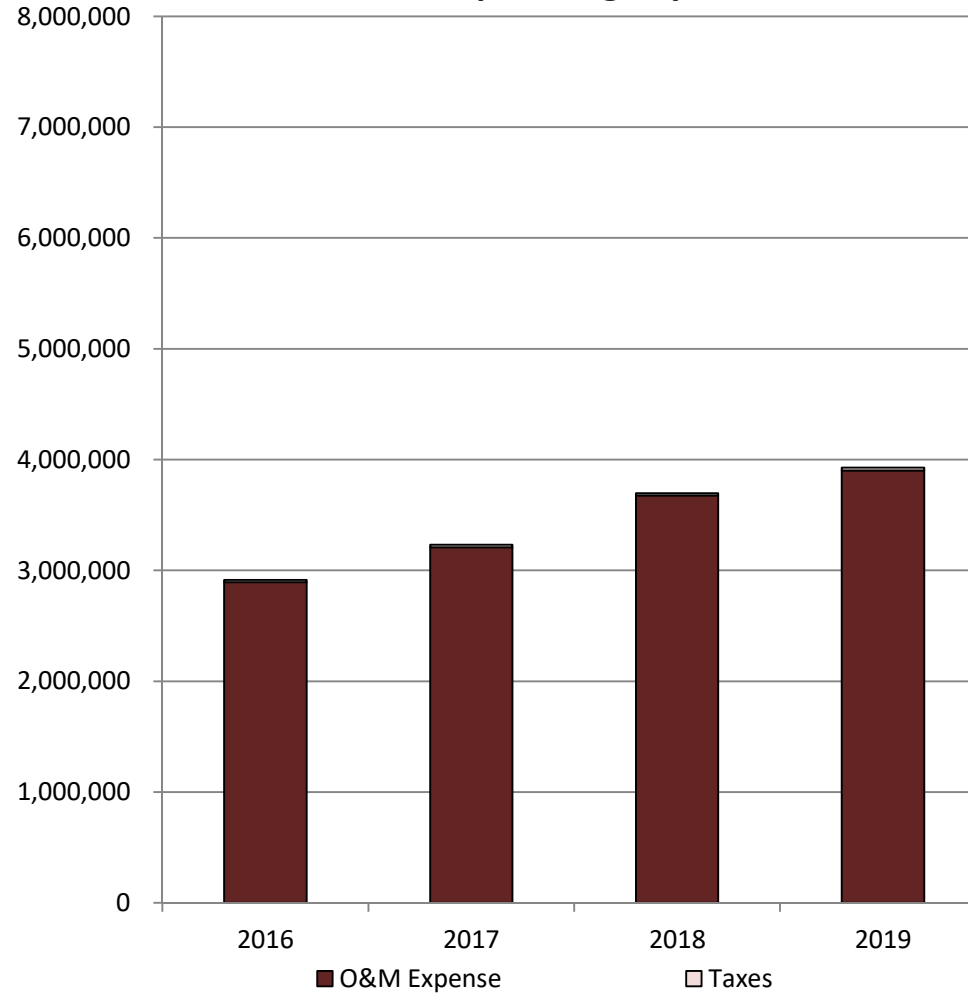


Sewer Revenues and Cash Operating Expenses

Sewer Operating Revenues



Sewer Cash Operating Expenses



In August 2019, PMA made a similar Water & Sewer Utility presentation. Today is Sewer-Only

2019 Results

Operating Revenues

\$6.3 million

Cash Operating Expenses

\$3.9 million

Available for Sewer D.S.

\$2.4 million - Net Revenues



Existing Sewer Debt Service

Year	Paid by Net Sewer Rev.			Paid by Net Sewer Rev.			Total Rev. D.S.	Paid by Property Taxes		
	Principal	Interest	D.S.	Principal	Interest	D.S.		Principal	Interest	D.S.
2018	688,104	383,586	1,071,690	923,401	128,019	1,051,420	2,123,110	419,144	137,013	556,157
2019	704,473	360,155	1,064,628	949,664	100,691	1,050,355	2,114,983	431,271	126,539	557,810
2020	841,140	429,053	1,270,193	976,673	72,591	1,049,264	2,319,457	443,593	115,765	559,358
2021	858,114	411,678	1,269,792	1,004,420	43,697	1,048,117	2,317,909	451,117	104,738	555,855
2022	875,402	387,129	1,262,531	994,192	14,524	1,008,716	2,271,247	463,192	93,516	556,708
2023	898,013	361,978	1,259,991	--	--	--	1,259,991	470,000	82,808	552,808
2024	925,954	336,092	1,262,046	--	--	--	1,262,046	285,000	74,478	359,478
2025	949,235	309,461	1,258,696	--	--	--	1,258,696	290,000	67,648	357,648
2026	977,865	282,077	1,259,942	--	--	--	1,259,942	295,000	60,334	355,334
2027	1,006,853	253,712	1,260,565	--	--	--	1,260,565	305,000	52,531	357,531
2028	1,036,208	224,331	1,260,539	--	--	--	1,260,539	315,000	44,159	359,159
2029	1,065,940	193,963	1,259,903	--	--	--	1,259,903	325,000	35,196	360,196
2030	1,091,058	164,321	1,255,379	--	--	--	1,255,379	335,000	25,708	360,708
2031	1,126,573	135,358	1,261,931	--	--	--	1,261,931	345,000	15,675	360,675
2032	1,152,496	105,333	1,257,829	--	--	--	1,257,829	350,000	5,250	355,250
2033	550,000	82,631	632,631	--	--	--	632,631	--	--	--
2034	565,000	67,406	632,406	--	--	--	632,406	--	--	--
2035	590,000	51,188	641,188	--	--	--	641,188	--	--	--
2036	605,000	33,953	638,953	--	--	--	638,953	--	--	--
2037	500,000	17,775	517,775	--	--	--	517,775	--	--	--
2038	200,000	7,881	--	--	--	--	--	--	--	--
2039	205,000	2,691	--	--	--	--	--	--	--	--
2040	--	--	--	--	--	--	--	--	--	--
	17,412,428	4,601,752	21,598,608	4,848,350	359,522	5,207,872	26,806,480	5,523,317	1,041,358	6,564,675

2012 Clean Water Fund Loan
2013C W&S Revenue Bonds
2016D W&S Revenue Bonds
2017B W&S Revenue Bonds
2019 W&S Revenue Bonds
2020 W&S Revenue Bonds

2002A Racine CWFL
2002B Racine CWFL
2002C Racine CWFL
2008 Racine Advance

2001 G.O. CWFL
2003 G.O. CWFL
Portions of 2010A & 2012B G.O.
Portions of 2012A & 2016B G.O.

Sewer Revenue Debt Service is paid by Net Sewer Operating Revenues.

G.O. Debt issued to finance Sewer Projects is paid by the property tax levy.

Sewer Revenue Debt Service 2020-2022 is approximately \$2.3 million.

Net Revenues from the previous were \$2.4 million in 2019.



Village Sewer Utility Capital Improvement Plan (Detail)

Sewer Project	2020	2021	2022	2023	2024	2025	Total
Collection System							
Hwy 32, 5-6 Mile Road Recon Project Sewer Relay (DOT)	200,000	--	--	--	--	--	200,000
Caddy Vista Improvements-West	1,000,000	--	--	--	--	--	1,000,000
System Wide Sewer Capacity Modeling & Annual Sewer Televising	100,000	100,000	100,000	100,000	100,000	100,000	600,000
South Lane Replacement	900,000	--	--	--	--	--	900,000
Hood's Creek Attenuation Basin Second & Third Cell	--	10,300,000	--	--	--	--	10,300,000
Central Lift Station Attenuation Basin (95% of \$13,800,000), TID No. 5 balance	--	--	13,110,000	--	--	--	13,110,000
Caddy Vista Improvements-East	--	--	--	625,000	--	--	625,000
Annual Sewer Replacement Program	--	--	--	500,000	200,000	500,000	1,200,000
Collection System Total	2,200,000	10,400,000	13,210,000	1,225,000	300,000	600,000	27,935,000
Lift Station							
Lighthouse Drive Lift Station	600,000	--	--	--	--	--	600,000
Dominican Lift Station Replacement (47% of \$1,350,000), TID No. 5 balance	--	634,500	--	--	--	--	634,500
Central Lift Station Safety Site	--	800,000	--	--	--	--	800,000
Riverbend Lift Station Safety Site	--	1,700,000	--	--	--	--	1,700,000
Annual Lift Station Improvements	--	--	--	--	250,000	250,000	500,000
Lift Station Total	600,000	3,134,500	--	--	250,000	250,000	4,234,500
Infiltration and Inflow Improvements							
Wind Point Sewer Rehabilitation	195,000	--	--	--	--	--	195,000
Village Resurfacing Projects Utility Rehabilitations (Rio Vista Shorewood)	400,000	--	--	--	--	--	400,000
Village Resurfacing Projects Utility Rehabilitations (Wind Dale / Wind Point West)	150,000	--	--	--	--	--	150,000
4 1/2 Mile Road Sanitary Sewer Rehabilitation (zero percent TID No. 5)	--	--	--	201,100	--	--	201,100
Erie Street Sanitary Sewer Rehabilitation (zero percent TID No. 5)	--	--	--	--	--	313,600	313,600
North Main Street Resurfacing Utility Rehabilitation	--	--	--	--	--	--	--
Annual I & I Improvements	--	--	--	200,000	200,000	200,000	600,000
Infiltration and Inflow Total	745,000	--	--	401,100	200,000	513,600	1,859,700
Vehicle Replacement Total	20,000	20,000	20,000	20,000	20,000	20,000	120,000
Forcemain Total (Riverbend Forcemain)	--	3,200,000	--	--	--	--	3,200,000
Total Sewer Capital Projects	3,565,000	16,754,500	13,230,000	1,646,100	770,000	1,383,600	37,349,200



Village Sewer Utility CIP with Bond Sizing

Sewer Project	2020	2021	2022	2023	2024	2025	Total
Collection System Total	2,200,000	10,400,000	13,210,000	1,225,000	300,000	600,000	27,935,000
Lift Station Total	600,000	3,134,500	--	--	250,000	250,000	4,234,500
Infiltration and Inflow Total	745,000	--	--	401,100	200,000	513,600	1,859,700
Vehicle Replacement Total	20,000	20,000	20,000	20,000	20,000	20,000	120,000
Forcemain Total (Riverbend Forcemain)	--	3,200,000	--	--	--	--	3,200,000
Total Sewer Capital Projects	3,565,000	16,754,500	13,230,000	1,646,100	770,000	1,383,600	37,349,200
LESS:							
Sewer Cash Balance Applied	(500,000)	--	--	--	--	--	--
Sewer Net Revenue Applied	--	--	--	--	--	--	--
Developer Contribution	(258,500)	--	--	--	--	--	--
	(758,500)	--	--	--	--	--	--
Net W&S Project Deposits to Finance	2,806,500	16,754,500	13,230,000	1,646,100	770,000	1,383,600	37,349,200
Net W&S Project Deposits to Finance - By Bond Issue	2019 W&S Bonds	16,754,500	13,230,000	3,799,700			33,784,200
Sewer Revenue Bond Issue Sizing	2020	2021	2022	2023	2024	2025	Total
Project Fund Deposit	--	16,754,500	13,230,000	3,799,700	--	--	33,784,200
Debt Service Reserve Fund Deposit	--	1,388,736	1,109,579	333,352	--	--	2,831,667
Capitalized Interest	--	573,000	--	--	--	--	573,000
Cost of Issuance (estimated at 2.0% of Par)	--	382,000	292,700	84,400	--	--	759,100
Rounding	--	1,764	2,721	2,548	--	--	7,033
		19,100,000	14,635,000	4,220,000			37,955,000



Estimated Sewer Utility Borrowing (2021-2025)

Year	2021 Borrowing			2022 Borrowing		2023 Borrowing		Mt. Pleasant CWFLs		Racine WWTP CWFLs	
	Principal	CAPI	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2021	19,100,000			14,635,000		4,220,000					
2022		(573,000)	573,000					570,749	866,076		
2023			573,000		512,225			589,013	847,812		
2024	815,736		573,000		512,225		168,800	607,861	828,964		
2025	840,208		548,528	597,354	512,225		168,800	627,313	809,512		
2026	865,414		523,322	618,262	491,318	164,552	168,800	647,387	789,438		
2027	891,377		497,359	639,901	469,678	171,134	162,218	668,103	768,722		
2028	918,118		470,618	662,298	447,282	177,979	155,373	689,483	747,343		
2029	945,662		443,074	685,478	424,101	185,098	148,253	711,546	725,279		
2030	974,032		414,705	709,470	400,110	192,502	140,849	734,316	702,510		
2031	1,003,253		385,484	734,301	375,278	200,202	133,149	757,814	679,012		
2032	1,033,350		355,386	760,002	349,578	208,211	125,141	782,064	654,762		
2033	1,064,351		324,386	786,602	322,978	216,539	116,813	807,090	629,735		
2034	1,096,281		292,455	814,133	295,447	225,201	108,151	832,917	603,909		
2035	1,129,170		259,567	842,627	266,952	234,209	99,143	859,570	577,255		
2036	1,163,045		225,691	872,119	237,460	243,577	89,775	887,076	549,749		
2037	1,197,936		190,800	902,644	206,936	253,320	80,032	915,463	521,363		
2038	1,233,874		154,862	934,236	175,343	263,453	69,899	944,757	492,068		
2039	1,270,890		117,846	966,934	142,645	273,991	59,361	974,990	461,836		
2040	1,309,017		79,719	1,000,777	108,802	284,951	48,401	1,006,189	430,636		
2041	1,348,287		40,449	1,035,804	73,775	296,349	37,003	1,038,387	398,438		
2042				1,072,057	37,522	308,203	25,149	1,071,616	365,209		
2043						320,531	12,821	1,105,907	330,918		
2044								1,141,297	295,529		
2045								1,177,818	259,007		
2046								1,215,508	221,317		
2047								1,254,404	182,421		
2048								1,294,545	142,280		
2049								1,335,971	100,854		
2050								1,378,722	58,103		
2051								437,006	13,984		
	19,100,000	(573,000)	7,043,250	14,635,000	6,361,880	4,220,000	2,117,933	27,064,882	15,562,464		

In addition to the three debt issues associated with presented CIP there are two larger projects.

Mount Pleasant Conveyance

MP to Finance with CWFLs
 Caledonia share of total is 28.87% or \$27,064,882
 Work has commenced

Racine WWTP Upgrades

Timing is TBD



Estimated Sewer Debt Service and Example Rate Increases

Year	Paid by Net W&S Revenues			Paid by Net W&S Revenues			Estimated	Estimated			TOTAL	\$500,000	\$5,923,058 Base Charges for Service		
	Senior W&S Rev.			Junior W&S Rev. (Racine)			Mount Pleasant	2021-2025 CIP Bonds			D.S.	Required Revenues	Required Increase		
	Principal	Interest	D.S.	Principal	Interest	D.S.		Principal	Interest	D.S.			\$	Annual %	Agg. %
2018	688,104	383,586	1,071,690	923,401	128,019	1,051,420					2,123,110	2,569,760*	--	--	--
2019	704,473	360,155	1,064,628	949,664	100,691	1,050,355					2,114,983	2,397,026*	--	--	--
2020	841,140	429,053	1,270,193	976,673	72,591	1,049,264					2,319,457	2,819,000	421,974	7.1%	7.1%
2021	858,114	411,678	1,269,792	1,004,420	43,697	1,048,117	508,461				2,826,370	3,326,000	507,000	8.6%	15.7%
2022	875,402	387,129	1,262,531	994,192	14,524	1,008,716	1,423,072	--	--	--	3,694,319	4,194,000	868,000	14.7%	30.3%
2023	898,013	361,978	1,259,991	--	--	--	1,423,072	--	1,085,225	1,085,225	3,768,288	4,268,000	74,000	1.2%	31.6%
2024	925,954	336,092	1,262,046	--	--	--	1,423,072	815,736	1,254,025	2,069,761	4,754,879	5,255,000	987,000	16.7%	48.3%
2025	949,235	309,461	1,258,696	--	--	--	1,423,072	1,437,563	1,229,553	2,667,116	5,348,884	5,849,000	594,000	10.0%	58.3%
2026	977,865	282,077	1,259,942	--	--	--	1,423,072	1,648,228	1,183,439	2,831,667	5,514,681	6,015,000	166,000	2.8%	61.1%
2027	1,006,853	253,712	1,260,565	--	--	--	1,423,072	1,702,412	1,129,256	2,831,668	5,515,305	6,015,000	--	--	61.1%
2028	1,036,208	224,331	1,260,539	--	--	--	1,423,072	1,758,395	1,073,272	2,831,667	5,515,278	6,015,000	--	--	61.1%
2029	1,065,940	193,963	1,259,903	--	--	--	1,423,072	1,816,238	1,015,429	2,831,667	5,514,642	6,015,000	--	--	61.1%
2030	1,091,058	164,321	1,255,379	--	--	--	1,423,072	1,876,004	955,664	2,831,668	5,510,119	6,010,000	--	--	61.1%
2031	1,126,573	135,358	1,261,931	--	--	--	1,423,072	1,937,756	893,911	2,831,667	5,516,670	6,017,000	--	--	61.1%
2032	1,152,496	105,333	1,257,829	--	--	--	1,423,072	2,001,562	830,105	2,831,667	5,512,568	6,013,000	--	--	61.1%
2033	550,000	82,631	632,631	--	--	--	1,423,072	2,067,491	764,176	2,831,667	4,887,370	5,387,000	--	--	61.1%
2034	565,000	67,406	632,406	--	--	--	1,423,072	2,135,614	696,053	2,831,667	4,887,145	5,387,000	--	--	61.1%
2035	590,000	51,188	641,188	--	--	--	1,423,072	2,206,006	625,662	2,831,668	4,895,928	5,396,000	--	--	61.1%
2036	605,000	33,953	638,953	--	--	--	1,423,072	2,278,741	552,926	2,831,667	4,893,692	5,394,000	--	--	61.1%
2037	500,000	17,775	517,775	--	--	--	1,423,072	2,353,900	477,768	2,831,668	4,772,515	5,273,000	--	--	61.1%
2038	200,000	7,881	--	--	--	--	1,423,072	2,431,563	400,104	2,831,667	4,254,739	4,755,000	--	--	61.1%
2039	205,000	2,691	--	--	--	--	1,423,072	2,511,816	319,852	2,831,668	4,254,740	4,755,000	--	--	61.1%
2040	--	--	--	--	--	--	1,423,072	2,594,745	236,923	2,831,668	4,254,740	4,755,000	--	--	61.1%
2041	--	--	--	--	--	--	1,423,072	2,680,440	151,227	2,831,667	4,254,739	4,755,000	--	--	61.1%
2042	--	--	--	--	--	--	1,423,072	1,380,260	62,671	1,442,931	2,866,003	3,366,000	--	--	61.1%
2043	--	--	--	--	--	--	1,423,072	320,531	12,821	333,352	1,756,424	2,256,000	--	--	61.1%
2044	--	--	--	--	--	--	1,423,072	--	--	--	1,423,072	1,923,000	--	--	61.1%
2045	--	--	--	--	--	--	1,423,072	--	--	--	1,423,072	1,923,000	--	--	61.1%
2046	--	--	--	--	--	--	1,423,072	--	--	--	1,423,072	1,923,000	--	--	61.1%
	17,412,428	4,601,752	21,598,608	4,848,350	359,522	5,207,872	36,085,261	37,955,001	14,950,062	52,905,063			3,617,974		

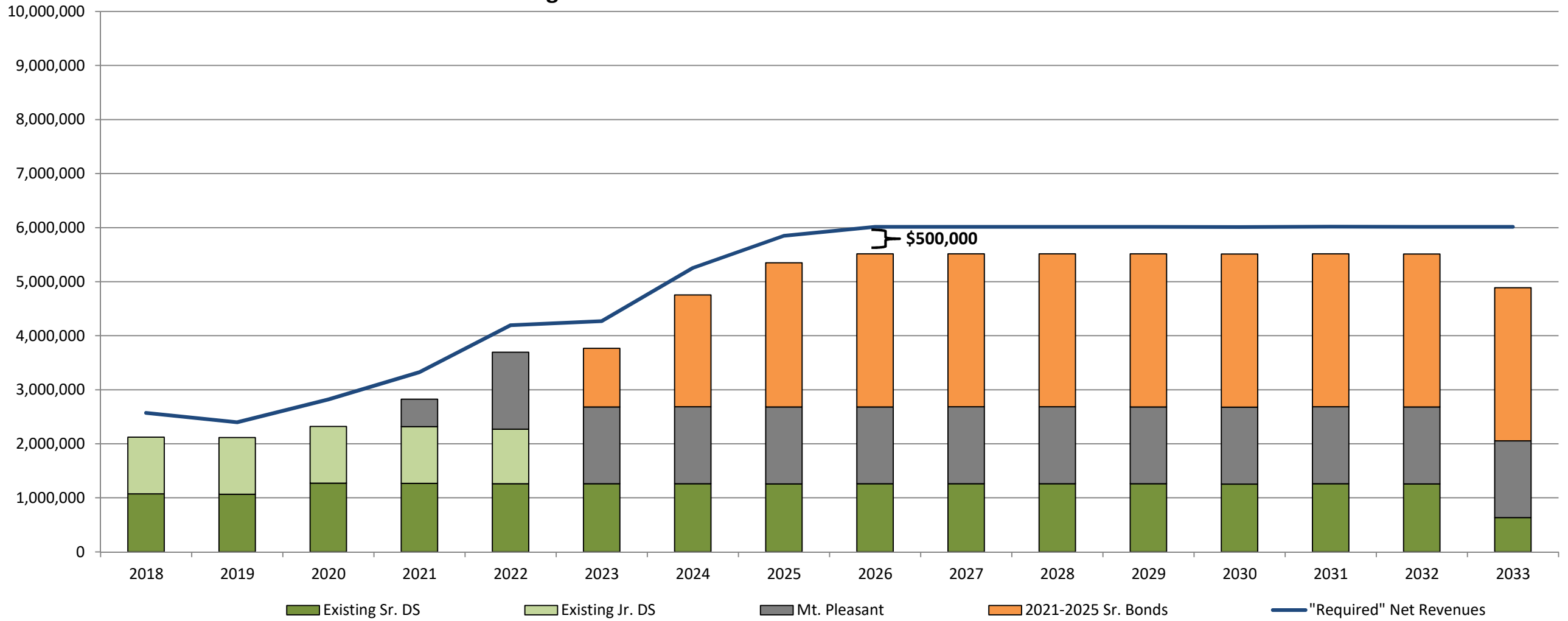
Sewer rates were last increased Q4 2019 (\$123-\$126)

In rough terms, to maintain the Sewer System's cash position, the Village would need to raise rates in years 2020-2025 (6 years), by about 10% per year.



Estimated Sewer Debt Service and Example Rate Increases

Existing Debt + Mount Pleasant + Future Sr. Revenue Issues





Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

You should consider certain economic risks (and other legal, tax, and accounting consequences) prior to entering into any type of transaction with PMA Securities, LLC or PMA Financial Network, LLC. It is imperative that any prospective client perform its own research and due diligence, independent of us or our affiliates, to determine suitability of the proposed transaction with respect to the aforementioned potential economic risks and legal, tax, and accounting consequences. Our analyses are not and do not purport to be appraisals of the assets, or business of the Issuer or any other entity. PMA makes no representations as to the actual value which may be received in connection with a transaction nor the legal, tax, or accounting effects of consummating a transaction. PMA cannot be relied upon to provide legal, tax, or accounting advice. You should seek out independent and qualified legal, tax, and accounting advice from outside sources. This information has been prepared for informational and educational purposes and does not constitute a solicitation to purchase or sell securities, which may be done only after client suitability is reviewed and determined.

Securities, public finance and institutional brokerage services are offered through PMA Securities, LLC. PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB, and is a member of FINRA and SIPC. PMA Asset Management, LLC, an SEC registered investment adviser, provides investment advisory services to local government investment pools. All other products and services are provided by PMA Financial Network, LLC. PMA Financial Network, LLC, PMA Securities, LLC, and PMA Asset Management, LLC (collectively "PMA") are under common ownership. Securities and public finance services offered through PMA Securities, LLC are available in CA, CO, FL, IL, IN, IA, MI, MN, MO, NE, OH, OK, PA, SD, TX and WI. This document is not an offer of services available in any state other than those listed above, has been prepared for informational and educational purposes only and does not constitute a solicitation to purchase or sell securities, which may be done only after client suitability is reviewed and determined. All investments mentioned herein may have varying levels of risk, and may not be suitable for every investor. For more information, please visit us at www.pmanetwork.com. For institutional use only.

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v04.22.20

RESOLUTION NO. 2020-69

RESOLUTION AUTHORIZING THE SALE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO
EXCEED \$2,000,000 GENERAL OBLIGATION COMMUNITY
DEVELOPMENT BONDS, SERIES 2020

WHEREAS, on August 3, 2020, the Village Board of the Village of Caledonia, Racine County, Wisconsin (the "Village") adopted an initial resolution authorizing the issuance of general obligation bonds in the following amount and for the following public purpose: \$2,000,000 to provide financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the Village's Tax Incremental District No. 4 (the "Project") (the "Initial Resolution");

WHEREAS, on August 3, 2020, the Village Board of the Village also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued and designated as "General Obligation Community Development Bonds, Series 2020" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purpose;

WHEREAS, it is the finding of the Village Board that it is in the best interest of the Village to direct its financial advisor, PMA Securities, LLC ("PMA"), to take the steps necessary for the Village to offer and sell the Bonds at public sale and to obtain bids for the purchase of the Bonds; and

WHEREAS, in order to facilitate the sale of the Bonds in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the Administrator, President or Village Clerk (each an "Authorized Officer") the authority to accept on behalf of the Village the bid for the Bonds that results in the lowest true interest cost for the Bonds (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying costs of the Project, the Village is authorized to borrow pursuant to Section 67.04 Wisconsin Statutes, the principal sum of not to exceed TWO MILLION DOLLARS (\$2,000,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 16 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the Village, Bonds aggregating the principal amount of not to exceed TWO MILLION DOLLARS (\$2,000,000). The amount of Bonds to be issued pursuant to the Initial Resolution shall be determined by the Authorized Officer and set forth in the Approving Certificate. The purchase price to be paid to the Village for the Bonds shall not be less than 99.0% nor more than 103.0% of the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Community Development Bonds, Series 2020"; shall be issued in the aggregate principal amount of up to \$2,000,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity may be increased or decreased by up to \$200,000 per maturity and that the aggregate principal amount of the Bonds shall not exceed \$2,000,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$2,000,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2036	\$400,000
04-01-2037	400,000
04-01-2038	400,000
04-01-2039	400,000
04-01-2040	400,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2021. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 3.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds shall be subject to optional or mandatory redemption as set forth on the Approving Certificate.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and

resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrevocable tax in the years 2020 through 2039 in amounts sufficient to make the payments due in the years 2021 through 2040, which amounts are to be set forth in the Approving Certificate.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Community Development Bonds, Series 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such

payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the

Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent") unless a fiscal agent is specified in the Approving Certificate.

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Conditions on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by the Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until these conditions are satisfied. Upon satisfaction of these conditions, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 17. Official Statement. The Village Board hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded August 17, 2020.

James Dobbs
President

ATTEST:

Karie Pope
Village Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

DRAFT

CERTIFICATE APPROVING THE PRELIMINARY OFFICIAL STATEMENT
AND DETAILS OF
GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2020

The undersigned officer of the Village of Caledonia, Racine County, Wisconsin (the "Village"), hereby certifies that:

1. Resolution. On August 17, 2020, the Village Board of the Village adopted a resolution (the "Resolution") establishing parameters for the sale of not to exceed \$2,000,000 General Obligation Community Development Bonds, Series 2020 of the Village (the "Bonds") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Bonds. On the date hereof, the Bonds were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Bonds in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). PMA Securities, LLC recommends the Village accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$_____, which is not more than the \$2,000,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal payment due on the Bonds is not more than \$200,000 more or less per maturity than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2036	\$400,000	\$ _____
04-01-2037	400,000	_____
04-01-2038	400,000	_____
04-01-2039	400,000	_____
04-01-2040	400,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 3.25%, as required by the Resolution.

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Bonds which is not less than 99.0% nor more than 103.0% of the principal amount of the Bonds as required by the Resolution.

5. Redemption Provisions of the Bonds. The Bonds are subject to redemption prior to maturity, at the option of the Village, on April 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that certain of the Bonds are subject to mandatory redemption as set forth on the attachment hereto as Exhibit MRP and incorporated herein by this reference.]

6. Payment of the Bonds; Fiscal Agent. Pursuant to the Resolution, Zions Bancorporation, National Association, Chicago, Illinois, is named fiscal agent for the Bonds.

7. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the Village have been irrevocably pledged and there has been levied on all of the taxable property in the Village, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

8. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the direct annual irrepealable tax levy to repay the Bonds, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on August __, 2020 pursuant to the authority delegated to me in the Resolution.

Thomas J. Christensen
Administrator

OR

James Dobbs
President

OR

Karie Pope
Village Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by PMA Securities, LLC and incorporated into the Certificate.

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by PMA Securities, LLC and incorporated into the Certificate.

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by PMA Securities, LLC and incorporated into the Certificate.

(See Attached)

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PMA Securities, LLC and incorporated into the Certificate.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on April 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	RACINE COUNTY	
NO. R-____	VILLAGE OF CALEDONIA	\$_____
GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2020		

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	_____, 2020	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Caledonia, Racine County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Zions Bancorporation, National Association, Chicago, Illinois (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the Village's Tax Incremental District No. 4, as authorized by resolutions adopted on August 3, 2020 and August 17, 2020 as supplemented by a Certificate

Approving the Preliminary Official Statement and Details of General Obligation Community Development Bonds, Series 2020. Said resolutions are recorded in the official minutes of the Village Board for said dates.

The Bonds are subject to redemption prior to maturity, at the option of the Village, on April 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the Approving Certificate at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a

new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Caledonia, Racine County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN

By: _____
James Dobbs
President

(SEAL)

By: _____
Karie Pope
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the Village of Caledonia, Racine County, Wisconsin.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,
CHICAGO, ILLINOIS

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

RESOLUTION NO. 2020-70

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS
FOR THE SALE OF NOT TO EXCEED
\$2,355,000 WATER SYSTEM AND SEWERAGE SYSTEM REVENUE REFUNDING
BONDS, SERIES 2020 OF THE VILLAGE OF CALEDONIA, RACINE COUNTY,
WISCONSIN, AND PROVIDING FOR THE PAYMENT OF THE BONDS AND
OTHER DETAILS WITH RESPECT TO THE BONDS

WHEREAS, the Village of Caledonia, Racine County, Wisconsin (the "Village") owns and operates a Water System and a Sewerage System which are operated for public purposes as separate public utilities by the Village and which are hereby combined for the purposes of this financing (hereinafter, the Village's Water System and Sewerage System shall be referred to collectively as the "System"); and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility from the proceeds of bonds, which bonds are payable only from the income and revenues derived from any source by such utility and are secured by a pledge of the revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on October 16, 2012 (as amended on August 26, 2013 to pledge both the revenues of the Water System and the revenues of the Sewerage System to the 2012 Bonds, the "2012 Resolution"), the Village has heretofore issued its Taxable Sewerage System Revenue Bonds, Series 2012, dated November 14, 2012 (the "2012 Bonds"), which bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on August 26, 2013 (the "2013 Resolution"), the Village has heretofore issued its Water System and Sewerage System Revenue Bonds, Series 2013C, dated October 2, 2013 (the "2013 Bonds"), which bonds are payable from the income and revenues of the System on a parity with the 2012 Bonds; and

WHEREAS, pursuant to a resolution adopted on June 20, 2016 (the "2016 Resolution"), the Village has heretofore issued its Water System and Sewerage System Revenue Bonds, Series 2016D, dated July 21, 2016 (the "2016 Bonds"), which bonds are payable from the income and revenues of the System on a parity with the 2012 Bonds and 2013 Bonds; and

WHEREAS, pursuant to a resolution adopted on September 18, 2017 (the "2017 Resolution"), the Village has heretofore issued its Water System and Sewerage System Revenue Bonds, Series 2017B, dated October 18, 2017 (the "2017 Bonds"), which bonds are payable from the income and revenues of the System on a parity with the 2012 Bonds, 2013 Bonds and 2016 Bonds; and

WHEREAS, pursuant to a resolution adopted on October 7, 2019 (the "2019 Resolution"), the Village has heretofore issued its Water System and Sewerage System Revenue Bonds, Series 2019, dated November 26, 2019 (the "2019 Bonds"), which bonds are payable

from the income and revenues of the System on a parity with the 2012 Bonds, 2013 Bonds, 2016 Bonds and 2017 Bonds; and

WHEREAS, the 2012 Bonds, the 2013 Bonds, the 2016 Bonds, the 2017 Bonds and the 2019 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2012 Resolution, the 2013 Resolution, the 2016 Resolution, the 2017 Resolution and the 2019 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, the Village has outstanding its General Obligation Refunding Bonds, Series 2010A, dated August 12, 2010 (the "2010 Bonds"); and

WHEREAS, the Village has determined that it is necessary and desirable to refund the 2010 Bonds maturing in the years 2021 through 2029 (the "Refunded Obligations") for the purpose of restructuring the Village's outstanding obligations; and

WHEREAS, it is necessary, desirable and in the best interests of the Village to authorize and sell revenue bonds for such purpose payable solely from the revenues to be derived from the operation of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes, on a parity with the Prior Bonds; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds payable from revenues of the System on a parity with the Prior Bonds upon compliance with certain conditions; and

WHEREAS, other than the Prior Bonds, the Village has no bonds or obligations outstanding which are payable from the income and revenues of the System; and

WHEREAS, it is the finding of the Village Board that it is in the best interest of the Village to direct PMA Securities, LLC ("PMA") to take the steps necessary for the Village to offer and sell water system and sewerage system revenue bonds (the "Bonds") at public sale and to obtain bids for the purchase of the Bonds; and

WHEREAS, in order to facilitate the sale of the Bonds in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the Administrator, President or Village Clerk (each an "Authorized Officer") the authority to accept on behalf of the Village the bid for the Bonds that results in the lowest true interest cost for the Bonds (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, the Village Board of the Village of Caledonia, Racine County, Wisconsin, do resolve that:

Section 1A. Authorization of Bonds. For the purpose of paying the cost of the Refunding, the Village shall borrow on the credit of the income and revenue of the System the principal sum of not to exceed \$2,355,000 upon the terms and subject to the conditions set forth

in this Resolution. Subject to satisfaction of the conditions set forth in Section 8 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the Village, Bonds aggregating the principal amount of not to exceed TWO MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$2,355,000). The purchase price to be paid to the Village for the Bonds shall not be less than 98.5% nor more than 106.0% of the principal amount of the Bonds.

Section 1B. Terms of the Bonds. The Bonds shall be designated "Water System and Sewerage System Revenue Refunding Bonds, Series 2020"; shall be issued in the aggregate principal amount of up to \$2,355,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on May 1 in each of the years 2022 through 2040. The schedule of principal and interest in each year shall be set forth in the Approving Certificate with the goal that the total due shall be substantially equal in each year; provided that the minimum principal amount due in any year shall be \$100,000 and that the total amount of principal and interest coming due in any year shall not exceed \$170,000.

Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2021. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 3.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The Bonds shall be subject to optional redemption as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Exhibit MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Village shall direct.

The schedule of maturities and mandatory redemptions established by the parameters of this Resolution is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices. The Authorized Officer shall confirm this finding in the Approving Certificate.

The Village Board determines that the refunding of the Refunded Obligations is advantageous and necessary to the Village.

Section 1C. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund, and shall be a valid claim of the registered owner or owners thereof only against the Debt Service Fund and the Revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt

Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds and the Bonds as the same becomes due.

Section 2. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Prior Bonds, the Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the Village with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the Village for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" or "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures.

"Parity Bonds" means additional bonds or obligations issued on a parity as to the Reserve Account pledge and lien with the Bonds in accordance with the provisions of Section 7 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of the Bonds plus the amount permitted to be deposited therein from proceeds of the Bonds pursuant to Section 148(d)(1) of the Code and Regulations; (b) the maximum annual debt service on the Bonds and outstanding obligations secured by the Reserve Account; and (c) 125% of average annual debt service on the Bonds and outstanding obligations secured by the Reserve Account. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code and

Regulations; (b) the maximum annual debt service on outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued; and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued.

"Regulations" means the Regulations of the Commissioner of Internal Revenue under the Code.

"Revenues" or "Gross Earnings" means all income and revenue derived from operation of the System, including the revenues received from the Village for services rendered to it and all moneys received from any other source, including all rentals and fees and any special assessments levied and collected in connection with the Project or projects financed by the Prior Bonds and income derived from investments.

"System" means the entire Water System and Sewerage System of the Village specifically including that portion of the Project owned by the Village and including all property of every nature now or hereafter owned by the Village for the extraction, collection, storage, treatment, transmission, distribution, metering and discharge of industrial and potable public water, the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, and the collection, detention, conveyance, processing, treatment and disposal of storm water, including all improvements and extensions thereto made by the Village while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Water System and Sewerage System and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 4A. Income and Revenue Funds. In accordance with Section 66.0621, Wisconsin Statutes, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2012 Resolution, continued by the 2013 Resolution, the 2016 Resolution, the 2017 Resolution and the 2019 Resolution and are hereby continued and shall be used solely for the following respective purposes:

- (a) Sewerage System and Water System Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Funds, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 4B hereof and used for the purposes described below.
- (b) Sewerage System Operation and Maintenance Fund and Water System Operation and Maintenance Fund (the "Operation and Maintenance Funds"), which shall be used for the payment of Current Expenses.
- (c) Sewerage System and Water System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment

of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.

- (d) Reserve Account, which was established by the 2013 Resolution within the Debt Service Fund which shall be used first to make up any deficiency in the Debt Service Fund and thereafter for the payment of the principal and interest on the 2013 Bonds, the 2016 Bonds, the 2017 Bonds, the 2019 Bonds and the Bonds and any Parity Bonds secured by the Reserve Account at any time when there shall be insufficient money in the Debt Service Account for said purpose. The monies on deposit in the Reserve Account do not secure the payment of principal of and interest on the 2012 Bonds, and at no time shall such monies be used to pay debt service on the 2012 Bonds.
- (e) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) any time, to remedy any deficiency in any of the Funds provided this Section 4A hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of the Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Village for advances made by the Village to the System.

Section 4B. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Funds, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source);
- (c) to the Reserve Account, an amount equal to one-twelfth (1/12) of the Reserve Requirement but only at such times as the Reserve Account has been drawn on or the balance is less than the Reserve Requirement. No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest remaining debt service requirements on the 2013 Bonds, the 2016 Bonds, the 2017 Bonds, the 2019 Bonds and the Bonds and any Parity Bonds secured by the Reserve Account; and

- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Funds, the Debt Service Fund, the Reserve Account and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Village Board that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund (including the Reserve Account) shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds and to meet the Reserve Requirement, and the Village Treasurer shall each Fiscal Year deposit at least sufficient Revenues in the Debt Service Fund to pay promptly all principal and interest falling due on the Prior Bonds, the Bonds and Parity Bonds and to meet the Reserve Requirement.

Section 4C. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Village and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water System and Sewerage System Improvement Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 5. Service to the Village. The reasonable cost and value of any service rendered to the Village by the System by furnishing water and sewerage services for public purposes, including reasonable health protection charges, shall be charged against the Village and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the Village collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the Village made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the Village in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the Village shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 4A of this Resolution. However, such payment is subject to (a) annual appropriations by the Village Board therefor, (b) approval of the Wisconsin Public Service Commission, or successors to its function, if necessary, and (c)

applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Village to make any such appropriation over and above the reasonable cost and value of services rendered to the Village and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 6. Operation of System; Village Covenants. It is covenanted and agreed by the Village with the owner or owners of the Bonds, and each of them, that:

(a) The Village will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The Village will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the Village shall have the right to sell, lease or otherwise dispose of any property of the System found by the Village Board to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Debt Service Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Debt Service Fund;

(c) The Village will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(d) The Village will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(e) The Village will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(f) The Village will keep proper books and accounts relative to the System separate from all other records of the Village and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be

included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the Village has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used as the basis for computing the service charge. The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Village relating thereto; and

(g) So long as any of the Bonds are outstanding the Village will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4A of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Village Board shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Debt Service Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Debt Service Fund.

Section 7. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System only if all of the following conditions are met:

a. The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional obligations must have been equal to at least 1.25 times the highest annual principal and interest requirements on all Prior Bonds, Bonds and Parity Bonds outstanding payable from Revenues of the System (other than Prior Bonds, Bonds and Parity Bonds being refunded) and on the Parity Bonds then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the Village, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional obligations or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

b. The payments required to be made into the funds and accounts enumerated in Section 4A of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

c. The Parity Bonds must have principal maturing on May 1 of each year in which principal falls due and interest falling due on May 1 and November 1 of each year.

d. If the Parity Bonds are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution.

e. The proceeds of the Parity Bonds must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 8. Conditions on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by the Authorized Officer of the definitive maturities, mandatory redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until the details of the Bonds are approved by the Authorized Officer through execution of the Approving Certificate as provided above. After such consent and approval, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Debt Service Fund. An amount of proceeds of the Bonds needed to make the amount on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. An amount of proceeds of the Bonds sufficient to provide for the payment of the Refunded Obligations shall be deposited in a special account designated the "Refunding Fund". The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be transferred to the Debt Service Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The Village may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Village; provided, however, that no amendment shall permit any

change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Village's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Village's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the Village with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4A and 9 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wisconsin Statutes, until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Debt Service Fund and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the Village and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder (the "Regulations").

An officer of the Village, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Village and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Village, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Village, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the Village Clerk or Village Treasurer (the "Fiscal Agent") unless the Approving Certificate specifies a fiscal agent for the Bonds.

Section 16. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 17. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 18. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 19. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 20. Official Statement. The Village Board hereby directs the Authorized Officer to approve the Preliminary Official Statement and any addenda with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 21. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 22. Redemption of the Refunded Obligations. Subject to approval of the sale of the Bonds by the Authorized Officer, the Refunded Obligations are hereby called for prior payment and redemption on September 28, 2020 (or on such other date approved by the Authorized Officer in the Approving Certificate) at a price of par plus accrued interest to the date of redemption.

The Village hereby directs the Village Clerk to work with PMA to cause timely notice of redemption, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of Village to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 23. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon

payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 26. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the Prior Resolutions), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control so long as any of the respective Prior Bonds are outstanding.

Adopted, approved and recorded August 17, 2020.

James Dobbs
President

ATTEST:

Karie Pope
Village Clerk

(SEAL)

EXHIBIT A
Approving Certificate

(See Attached)

CERTIFICATE APPROVING THE PRELIMINARY OFFICIAL STATEMENT
AND DETAILS OF
WATER SYSTEM AND SEWERAGE SYSTEM REVENUE
REFUNDING BONDS, SERIES 2020

The undersigned officer of the Village of Caledonia, Racine County, Wisconsin (the "Village") hereby certifies that:

1. Resolution. On August 17, 2020, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$2,355,000 Water System and Sewerage System Revenue Refunding Bonds, Series 2020 of the Village (the "Bonds") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Bonds. On the date hereof, the Bonds were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Bonds in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). PMA Securities, LLC recommends the Village accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$_____, which is not more than the \$2,355,000 approved by the Resolution, and shall mature on May 1 of each of the years 2022 through 2040. The schedule of principal and interest is set forth in the Debt Service Schedule attached hereto as Schedule III and incorporated herein by this reference. The total amount due in each of the years is substantially equal, is at least \$100,000 and does not exceed \$170,000 in any year, as required by the Resolution.

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 3.50%, as required by the Resolution.

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Bonds which is not less than 98.5% nor more than 106% of the principal amount of the Bonds as required by the Resolution.

5. Redemption Provisions of the Bonds. The Bonds maturing on May 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the Village, on May 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity by lot, at the principal amount

thereof, plus accrued interest to the date of redemption. [The Proposal specifies that certain of the Bonds are subject to mandatory redemption as set forth on the attachment hereto as Exhibit MRP and incorporated herein by this reference.]

6. Payment of the Bonds; Fiscal Agent. Pursuant to Section 15 of the Resolution, Zions Bancorporation, National Association, Chicago, Illinois is named fiscal agent for the Bonds.

7. Approval. This Certificate constitutes my approval of the Proposal, and the definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the debt service schedule attached hereto as Schedule III is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2020 pursuant to the authority delegated to me in the Resolution.

Thomas J. Christensen
Administrator

OR

James Dobbs
President

OR

Karie Pope
Village Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by PMA Securities, LLC and incorporated into the Certificate.

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by PMA Securities, LLC and incorporated into the Certificate.

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule

To be provided by PMA Securities, LLC and incorporated into the Certificate.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on May 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from special redemption fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
RACINE COUNTY
NO. R-____ VILLAGE OF CALEDONIA \$_____
WATER SYSTEM AND SEWERAGE SYSTEM REVENUE
REFUNDING BOND, SERIES 2020

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____, 2020 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Caledonia, Racine County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Zions Bancorporation, National Association, Chicago, Illinois (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the Village, on May 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the Approving Certificate at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$2,355,000, issued for the purpose of paying the cost of additions, improvements and extensions to the Water System and Sewerage System of the Village, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted August 17, 2020, and entitled: "A Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,355,000 Water System and Sewerage System Revenue Refunding Bonds, Series 2020 of the Village of Caledonia, Racine County, Wisconsin, and Providing for the Payment of the Bonds and Other Details With Respect to the Bonds" (the "Resolution") and a certificate of the Administrator, President or Village Clerk and is payable only from the income and revenues of said Water System and Sewerage System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Debt Service Fund", created by a resolution adopted by the Village on October 16, 2012, amended on August 26, 2013 and continued by the Resolution. The Bonds are issued on a parity with the Village's Taxable Sewerage System Revenue Bonds, Series 2012, dated November 14, 2012, Water System and Sewerage System Revenue Bonds, Series 2013C, dated October 2, 2013, Water System and Sewerage System Revenue Bonds, Series 2016D, dated July 21, 2016, Water System and Sewerage System Revenue Bonds, Series 2017B, dated October 18, 2017 and Water System and Sewerage System Revenue Bonds, Series 2019, dated November 26, 2019. This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory debt limitation or provision.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall **not** be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has **been** called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and **declared** that all conditions, things and acts required by law to exist, happen, and be performed precedent **to and** in the issuance of this Bond have existed, have happened and have been performed in **due time**, form and manner as required by law; and that sufficient of the income and revenue **to be received** by said Village from the operation of its Water System and Sewerage System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

This Bond shall **not be valid** or obligatory for any purpose until the Certificate of Authentication hereon shall **have been signed** by the Fiscal Agent.

IN WITNESS WHEREOF, the Village of Caledonia, Racine County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF CALEDONIA,
RACINE COUNTY, WISCONSIN

By: _____
James Dobbs
President

(SEAL)

By: _____
Karie Pope
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the Village of Caledonia, Racine County, Wisconsin.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,
CHICAGO, ILLINOIS

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT C

NOTICE OF FULL CALL*

Regarding

VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010A,
DATED AUGUST 12, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the Village for prior payment on September 28, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2021	\$185,000	3.00%	129451ML1
04/01/2022	195,000	4.00	129451MM9
04/01/2023	205,000	4.00	129451MN7
04/01/2024	220,000	4.00	129451MP2
04/01/2025	230,000	4.00	129451MQ0
04/01/2026	245,000	4.00	129451MR8
04/01/2027	260,000	4.00	129451MS6
04/01/2028	275,000	4.00	129451MT4
04/01/2029	295,000	4.00	129451MU1

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before September 28, 2020.

Said Bonds will cease to bear interest on September 28, 2020.

By Order of the
Village Board
Village of Caledonia
Village Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to September 28, 2020 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

RESOLUTION NO. 2020-71

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ADOPT A
PROCUREMENT POLICY THAT WILL ENHANCE THE CURRENT ORDINANCE**

WHEREAS, the Village of Caledonia has a current financial policy that covers procurement; and

WHEREAS, the Board is desirous of further enhancing the procurement Ordinance for the Village;
and

WHEREAS, and Legislative & Licensing Committee has reviewed the attached policy and agrees
that policy will enhance the procurement Ordinance

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the attached
policy will enhance the procurement practices and existing Ordinance and recommend adopting the
procurement policy as written in Exhibit A.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs,
Village President

Attest: _____
Karie Pope,
Village Clerk



PROCUREMENT POLICY

- A. Purpose. This policy is established to further clarify Section 2-4-25 Expenditure Policy of the Village's Code of Ordinances and to implement procurement procedures in preparation for the implementation of the purchasing module within the ERP software system of financial record keeping with an emphasis on the importance of fiscal responsibility. This policy supplements and expands the procedures under Sec. 2-4-25(3) until such a time that Village revises the ordinance after implementation of the purchasing module.
- B. Effective Date. This policy shall apply to all Departments and entities that receive funds from the Village, except for the Central Racine County Health Department which is governed by its own procurement procedures.
- C. Procedure.
1. Initiation. Department staff ("Initiator") shall identify procurement needs as they arise, discuss such needs with the Department head, and perform necessary research to define specifications and identify product(s) that will meet the needs.
 2. Approval and Payment. If a proposed purchase is within the implicated Department's approved budget, Initiator shall take the following steps, depending upon the cost of the proposed purchase. Purchases shall not be divided into smaller increments in order to avoid or circumvent the approval and payment procedures required by this policy.
 - i. Less than \$50:
 1. Obtain prior Department head approval;
 2. If applicable, complete a petty cash form and present to Finance Department.)
 3. Complete the purchase using an authorized Purchasing Card (P-Card), when possible. Regardless of method of purchase, Initiator shall upload all documentation, including quotes received, into the MiView program to document the purchase.
 - ii. \$50 or more, but less than \$3,000:
 1. Obtain prior Department head approval;
 2. Complete the purchase using an authorized P-Card, when possible, or complete a purchase order, attach the supporting documentation, and forward to Finance Department for payment. Regardless of method of purchase, Initiator shall upload all documentation, including quotes received, into the MiView program to document the purchase.
 - iii. \$3,000 or more, but less than \$10,000:
 1. Soliciting quotes from three (3) or more vendors who compete for the business, which may result in meaningful savings for the Village (quotes may be obtained via email, telephone, Internet, or fax). If less than three (3) quotes received, provide

- documentation of solicitation to other vendors;
 2. If obtained, review quote sheet(s) from vendor(s);
 3. Obtain prior Department head approval;
 4. Complete the purchase using an authorized P-Card, when possible (contact Finance Director if the cost exceeds Department head's authorized limit), or, if the vendor will not accept P-Card payment, attach the supporting documentation (including the quotes), and forward to Finance Department for payment. Regardless of method of purchase, Initiator shall upload all documentation, including quotes received, into the miView program to document the purchase.
- iv. \$10,000 or more, but less than \$25,000:
1. Solicit written quotes on vendor letterhead from a minimum of three (3) vendors. If less than three (3) quotes received, provide documentation of solicitation to other vendors;
 2. Review quotes with Department staff and Department head, identifying the lowest quote meeting specifications, and documenting why any lower quotes are not acceptable (e.g., how/why quote does not meet specifications);
 3. Forward quotes to, and obtain prior approval from, Village Administrator;
 4. Forward quotes to, and obtain prior approval from, Finance Director;
 5. Complete the purchase using an authorized P-Card, when possible (contact Finance Director if the cost exceeds Department head's authorized limit), or, if the vendor will not accept P-Card payment, attach the supporting documentation (including the quotes), and forward to Finance Department for payment. Regardless of method of purchase, Initiator shall upload all documentation, including quotes received, into the miView program to document the purchase.
- v. Greater than \$25,000 (Formal Bid or Request for Proposal (RFP) required):
1. Contact the Clerk's Office or Village Attorney to identify the public notice and public bidding timelines;
 2. Department staff/head develops bid or RFP solicitation documents and specifications;
 3. Department staff/head manages and completes the bid or solicitation process;
 4. Department staff/head review and evaluate vendor bids/proposals, and prepare a memorandum to the Village Administrator and Finance Director indicating that an award is recommended;

5. Forward the award memorandum and obtain approval from Village Administrator;
6. Forward the award memorandum and obtain approval from Finance Director;
7. Forward the award memorandum and obtain approval from any Village commission, committee or authority with oversight responsibility (if applicable), the Village Finance Committee and the Village Board.
8. Consult with Finance Director on the method and timeline for payment(s). Complete the purchase using an authorized P-Card, if determined to be the appropriate method (contact Finance Director if the cost exceeds department head's authorized limit), or, if the vendor will not accept P-Card payment, attach the supporting documentation, and forward to Finance Department for payment. A procurement record should be maintained in accordance with State and Village record retention requirements.



July 16, 2020

Village of Caledonia
5043 Chester Lane
Racine, WI 53402

Re: Communications Facility located at 6922 Nicholson Road, Caledonia, WI 53108

Contract #: 77522 / FA#: 10080365

Dear Village of Caledonia,

AT&T Mobility (“AT&T”) has engaged Md7 to work with you to make the above-referenced site better for both parties. The conditions AT&T desires to implement in all new “go forward” leases are referenced in the bullet points below. We look forward to coming to a mutually beneficial agreement.

Criteria for Cellular Site Retention:

AT&T will need the following to secure a longer-term lease with you:

- **\$11,400.00** per year, commencing **April 1, 2021**
- **10%** rent increase every 5 years, commencing **April 1, 2026**
- Extension of Lease, 6-five year terms, through **March 31, 2051**
- Lease provision listed below

In order to maintain its long-term flexibility, AT&T will also require the following lease provision:

■ **Right of First Refusal**

“Notwithstanding any other provisions contained in the Agreement, if at any time after the date of this First Amendment, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 6, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Section 6. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 6 with respect to any future proposed conveyances as described herein.”

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to July 23, 2020. Please keep in mind that AT&T's discussion process has a deadline of 90 days from your initial response. **If satisfactory terms and conditions are not agreed upon through a signed amendment within this 90 day period, this will trigger AT&T's review of alternate locations.**

Thank you for your consideration.

Sincerely,



Pele Lithyovong

Senior Lease Consultant

t: (858) 926-3903
a: 10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130
e: plithyovong@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer
Director-Network Planning, AT&T Mobility





July 1, 2020

Village of Caledonia
Attn: Village Administrator
5043 Chester Lane
Racine, WI 53402

Re: AT&T Cell Site Lease | FA: **10080365** | Site Name: WI1131/HUSHER

Dear Village of Caledonia,

AT&T is in a very competitive space and we need to ensure that our lease terms and conditions are supportive of our current and future needs. AT&T has the option to either extend or terminate the above referenced lease ("Lease") in approximately eleven months. AT&T is instituting a new program to evaluate terms and conditions of all leases coming up for renewal, explore advance renegotiation options and consider possible alternative site locations. Our first choice is to create a new agreement that serves both parties well. Conditions we desire to implement in all new "go forward" leases include:

- Rents reduced to competitive rates.
- Reduced or no annual escalators (depending on other terms of the overall new deal).

As you know, it takes time to negotiate, plan and execute a site relocation. That is why AT&T's review process is starting now. Please review the specifics of our Lease agreement and advise if you are willing to enter into discussions regarding a new, modified contract. For new terms consistent with the above, AT&T will in turn consider additional term extensions.

AT&T will appreciate a reply within 60 days of receipt of this letter. A "no" or non-response will trigger AT&T's review of alternate locations. A positive response will be appreciated, but satisfactory terms and conditions must be negotiated within 90 days or AT&T will continue to evaluate alternative site locations. Responses may be sent via email, standard mail, or called in as designated below. Please reference FA number **10080365** in your response so that AT&T may ensure your response is documented accordingly. AT&T values its association with you and looks forward to continuing this relationship for the long term.

Sincerely,

A handwritten signature in black ink that reads "Gregory D. Ohmer".

Gregory D. Ohmer
Director – Network Planning

Email Responses to: g03998@att.com with a Subject line of **Partnership** - FA 10080365

Mail Responses to: AT&T Cell Site Partnership 1347 (FA 10080365)
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319
Attn: Kevin Diehl

Telephone Number: **888-517-1212** (8am to 5pm PDT)

ADDITIONAL GROUND SITE LEASE AGREEMENT

THIS ADDITIONAL GROUND SITE LEASE AGREEMENT (this "Lease") is made this 19th day of April, 2001, by and between Town of Caledonia ("Lessor"), and TeleCorp Realty, L.L.C., a limited liability company formed in the State of Delaware ("Lessee").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property** Lessor owns certain property located at 6900 Nicholson Road, Town of Caledonia, Racine County, Wisconsin (hereinafter the "Property"), as more particularly described on the attached **Exhibit A**.
2. **Premises** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following (hereinafter collectively referred to as the "Leased Premises"):
 - (a) Ground space measuring 12' x 29' in size in the approximate location as described on **Exhibit B**.
 - (b) Together with such non-exclusive rights of way and easements on, over, under, across, and through the Property for ingress and egress by motor vehicle or on foot and for the installation of wires, cables and electrical support equipment necessary for the installation and operation of Lessee's telecommunications equipment located upon the Property including, but not limited to, access from the nearest source of telephone and electric utilities.
3. **Use/Equipment** The Leased Premises may be used by Lessee for the installation, operation, maintenance, repair, or replacement of a pre-fabricated building not to exceed three hundred and forty eight square feet (348') (the "Building") and/or equipment cabinets supported on a concrete or raised platform (the "Equipment Cabinets"). The Building and/or Equipment Cabinets shall house and contain the equipment described on **Exhibit C** annexed hereto (hereinafter collectively referred to as the "Communications Equipment"). The Building, Equipment Cabinets and Communications Equipment are sometimes hereinafter collectively referred to as "Equipment." All Equipment, fixtures, appurtenances and improvements erected, located, placed or constructed by Lessee upon the Leased Premises shall remain the personal property of Lessee regardless of the manner or mode of attachment and may be removed by Lessee at its sole option at any time during the initial term, any renewal term or after termination or expiration of this Lease. Lessor hereby expressly waives any and all Lessor's liens or claims of such on said Equipment,

fixtures, appurtenances, and improvements. Lessee agrees to use the Leased Premises in a manner that will not unreasonably disturb or interfere with the activities or operations of Lessor, other lessees on the Property or nearby residents of or businesses in the Town of Caledonia.

4. Term

The initial term of this Lease shall be five (5) years (the "Initial Term") commencing upon the start of installation of the Equipment (the "Commencement Date"). The Initial Term of this Lease shall be automatically renewed and extended, unless terminated as provided herein, upon the same terms and conditions, except as otherwise stated herein, for four (4) additional terms of five (5) years each (the "Renewal Terms") unless, at least ninety (90) days prior to the termination of the then existing term, Lessee notifies Lessor of its intention not to permit the Lease to renew. The Initial Term and Renewal Term(s) are collectively referred to as the "Term".

5. Rent

Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Seven Hundred Dollars (\$700.00) per month (the "Rent"), prorated for any partial months. In addition, on each anniversary of the Commencement Date of this Lease, Lessee shall pay the then current Rent, plus an increase of an amount equal to 3% of the Rent from the preceding year. Rent shall be payable on the first day of each month, in advance, payable to: Town of Caledonia at Lessor's address specified in the Notice Section of this Lease. If Lessee fails to pay Rent within ten (10) days after the designated due date, a late fee of an amount equal to One Hundred Dollars (\$100.00) shall be added by Lessee to the then current, but late, Rent payment due Lessor.

6. Termination

Except as otherwise provided herein, this Lease may be terminated, without penalty or further liability as follows:

(a) by either party, upon written notice to the other party, upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (provided that each party shall have an extended reasonable period of time to cure the default in the event that good faith efforts have been undertaken and continue but the default has not been cured within sixty (60) days); or

(b) Whenever a breach by Lessee of any of its obligations under this Agreement is believed by the Lessor to pose an imminent threat to public health or safety, the parties shall immediately confer in good faith as to how such threat can be most effectively and expeditiously eliminated. Notwithstanding any other language in this Lease to the contrary, if Lessor believes in good faith that commencement of legal action or

performance of some act on its part to eliminate the threat is urgently required to protect the public health or safety, Lessor may proceed to do so without regard to whether Lessee has commenced or completed curative activity.

(c) by Lessee, upon written notice to Lessor, if Lessee is unable to obtain or maintain, any license, permit or other Governmental Approval necessary to the construction and/or operation of the Equipment on the Leased Premises; or

(d) by Lessee, upon written notice to Lessor, if the Leased Premises or Equipment are destroyed or damaged and rendered unsuitable for normal use (i.e., cannot be repaired or replaced for a reasonable amount), unless such damage is caused by Lessee; or

(e) by Lessee, upon written notice to Lessor, if Lessee determines, at any time on or before the first anniversary of the Commencement Date, that any of the Equipment cannot be used without interference from, or causing any undue interference to, other pre-existing occupants of the Property; or

(f) by Lessee, upon written notice to Lessor, in its sole discretion at any time on or before the first anniversary of the Commencement Date, provided that Lessee is not in default of the Lease and provided that Lessee shall pay to Lessor an early termination fee of \$4,200.00; or

(g) by Lessee or by Lessor, upon at least thirty (30) days' written notice, if the lease between Lessor and Racine Cellular Telephone Co., or its successors or assigns, for antenna tower space (attached as **Exhibit D**, hereinafter "Antenna Tower Lease") on the Property should terminate for any reason; or

(h) by Lessee, upon written notice to Lessor, if the whole or any substantial part of the Leased Premises shall be taken by any public authority under the power of eminent domain so as to interfere with Lessee's use and occupancy of the Leased Premises. The then current term of this Lease shall cease on the date that the title to the Leased Premises vests in the authority exercising the power of eminent domain, and any rent paid in advance of such date shall be refunded to Lessee.

7. Approvals

Lessor hereby agrees to cooperate with Lessee in obtaining any approvals required by Lessee for its use of the Leased Premises. Lessee shall be responsible for any cost or expense associated with obtaining any approval or permit associated with its use of the Leased Premises.

8. Compliance with Law

Lessee shall install and operate the Equipment and use the Leased Premises in a manner which shall comply with all federal, state and local regulations governing the installation and operation thereof.

9. Interference

Lessee shall operate its Equipment in such a manner which shall not cause technical interference to Lessor or other lessees with tenancies which predate the execution of this Lease. If any interference is encountered by Lessee as a result of equipment installed at the Property by Lessor after the execution date of this Lease ("Interference"), Lessor shall eliminate or cause such Interference to be eliminated in a timely manner, but not later than 10 business days, without cost or obligation to Lessee. If such interference cannot be eliminated within 10 business days, Lessor shall cease use of its equipment excepting for those short periods of intermittent testing time necessary to identify and eliminate the Interference. Should the Interference as described in this Section continue beyond 10 business days, except for the intermittent testing time, Lessee shall have the option to terminate this Lease, without penalty, and all obligations of Lessee to Lessor hereunder shall be rendered null and void.

10. Inspections

(a) Lessee, at its sole cost and expense, may, prior to the Commencement Date, conduct such surveys, tests and inspections as Lessee considers reasonably necessary or desirable in connection with the intended use of the Leased Premises.

(b) The Lessor and its agents and contractors shall have the right to enter those portions of the Leased Premises occupied by Lessee under this Lease, to perform all necessary inspections, installations or repairs, or to eliminate any threat to public health or safety, or for any other reasonable purpose, provided Lessee is provided twenty-four (24) hour advance notice and provided a representative of the Lessee is present at the time of entry. If Lessee fails to make one of its representatives available after proper notice, Lessor may enter without a representative of Lessee being present. During emergency conditions, Lessor shall have the right to enter those portions of the Leased Premises occupied by Lessee without notice or representation.

11. Access

Lessor shall provide to Lessee, Lessee's employees, agents, independent contractors and subcontractors access over the Property, to the extent necessary to reach the Leased Premises, and Leased Premises twenty-four (24) hours a day, seven (7) days a week, at no additional charge to Lessee. Lessor acknowledges that Lessee will suffer irreparable harm if Lessee is denied such access to the Property and the

Leased Premises. Lessor shall be permitted access to the Leased Premises for emergencies without prior notice to Lessee, so long as Lessee is notified as soon thereafter as reasonably practicable, and in all cases Lessee's Equipment remains secure and Lessee's radio transmissions are not adversely affected. Lessee's access to the Property or the Leased Premises may not interfere with the operations of Lessor or any other lessee.

12. **Maintenance** Lessee shall perform all repairs necessary to keep its Equipment located on or about the Leased Premises in good condition, reasonable wear and tear excepted.

13. **Utilities** Rent payable under this Lease shall be exclusive of electricity. Lessee shall have the right to arrange for its own electric and telephone service and shall pay directly for such service to the local utility provider. Lessor agrees to provide any cooperation reasonably requested by Lessee to facilitate telephone installation required by the Lessee.

14. **Title and Quiet Possession**

Lessor represents and warrants: (a) that it is the owner of the Property; (b) that it has the right to enter into this Lease; (c) that the person signing this Lease has the authority to sign; and (d) that Lessee is entitled to access to the Leased Premises and to the Property, to the extent necessary to reach the Leased Premises, and to the quiet possession of the Leased Premises throughout the Initial Term and each Renewal Term so long as this Lease has not been terminated, and so long as Lessee is not in default of any term of this Lease beyond expiration of the cure period set forth in paragraph 6(a) above.

15. **Insurance** Lessee shall carry during the Lease term, at its own cost and expense, the following insurance: (a) property insurance for its property's replacement cost; and (b) comprehensive general liability insurance with a minimum limit of \$1,000,000 for each person and \$2,000,000 for each occurrence. Lessor shall be named as an additional insured on such general liability policy. At the commencement of the Initial Term and annually thereafter Lessee shall provide a certificate of insurance to Lessor evidencing the insurance required to be carried. Lessee's insurance policy shall provide that termination or cancellation will not occur without at least fifteen (15) days prior written notice to Lessor. Such insurance shall not prohibit Lessor from suing Lessee under such policy for liability otherwise within the coverage of such policy. The required minimum coverage limit of such liability insurance may be increased by Lessor, upon thirty (30) days written notice to Lessee, not

more frequently than once every fifteen (15) years, based upon local practice and custom.

16. Construction Drawings

Prior to installation of any Equipment on the Property, Lessee shall submit to Lessor construction drawings (the "Construction Drawings") which shall detail the plans and specifications for Lessee's Equipment installation. Lessor shall approve the Construction Drawings within thirty (30) days from submission or provide specific reasons for disapproval. In the event that Lessor does not approve or provide reasons for disapproval of the Construction Drawings within thirty (30) days, then the Construction Drawings shall be deemed approved.

17. Non-Disturbance

In the event the Property is encumbered by a mortgage as of the date of this Lease, the Lessor shall request that the holder of each such mortgage execute a non-disturbance agreement, to be prepared by Lessee, and cooperate with Lessee toward such end to the extent that such cooperation does not cause Lessor additional financial liability or expense. Lessor shall disclose to Lessee the existence of any lien, encumbrance, or mortgage encumbering the Property which is the subject of this Lease.

18. Successors

This Lease and the terms and conditions contained herein shall run with the Property and inure to the benefit of and be binding upon Lessor and Lessee and each of their respective heirs, executors, administrators, successors and permitted assigns. Lessee shall be permitted to record this Lease or a Memorandum of Lease which Lessor agrees to execute and acknowledge.

19. Assignment

(a) Lessor agrees that Lessee may assign this Lease and all rights granted to Lessee hereunder to (i) an affiliate ("Affiliate"), (ii) any entity which is merged or consolidated with Lessee or purchases a majority or controlling percentage ("Controlling Percentage") in the ownership or assets of Lessee in the State of Wisconsin, or of the tower assets of Lessee in the State of Wisconsin, or with which Lessee effectuates a change in control ("Change in Control"), or (iii) any lender, as security pursuant to the terms of any loan made to Lessee by such lender (collectively, the "Permitted Parties"). As used herein, "Affiliate" shall mean an entity which controls, is controlled by or which is under common control with Lessee. Upon notification to Lessor by Lessee of any such assignment, Lessee shall be relieved of any future performance, liabilities and obligations under this Lease. Any further assignments by

the Permitted Parties shall be subject to the terms and conditions of this Section 19. Except as otherwise set forth hereunder, Lessee shall not assign, transfer or sublicense this Lease in whole or part to any person, entity or organization without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall be released from any and all of its obligations hereunder upon assumption of this Lease in writing by such assignee, transferee or sublicensee so consented to by Lessor.

(b) "Change in Control" shall mean any dissolution, merger, consolidation or reorganization of Lessee, or the aggregate sale or other transfer of a controlling percentage of the capital stock of Lessee, or the sale during the Term of this Lease in the aggregate of fifty percent (50%) or more of the value of the assets of Lessee. The phrase "Controlling Percentage" shall mean the ownership of, and the right to vote, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of Lessee's capital stock issued, outstanding and entitled to vote for the election of directors.

(c) Lessee at its sole discretion shall have the right without any need to obtain the consent of Lessor to sublease or license all or a portion of the Leased Premises to others whose business includes the provision of wireless communication services, provided such use is not for religious, discriminatory, immoral or illegal purposes. Lessee's licensee(s) and sublessee(s) shall be entitled to erect additional improvements on the Leased Premises and shall have the rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee or sublessee were the Lessee under this Lease. A sublease or license shall not relieve Lessee of its obligations under this Lease. No subtenant or licensee shall interfere with the activities or operations of Lessor, other lessees on the Property or nearby residents of or businesses in the Town of Caledonia.

20. Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, mailed certified mail return receipt requested, or sent overnight carrier to the following addresses:

If to Lessor: Town of Caledonia
 6922 Nicholson Road
 Caledonia, WI 53108
 Attention: Town Administrator

If to Lessee: TeleCorp Realty, L.L.C.
 1010 N. Glebe Road, Suite 800
 Arlington, VA 22201
 Attention: General Counsel

21. Environmental Representations

(a) Lessor represents and warrants that it has no knowledge of any noncompliance of the Property or the Leased Premises with applicable environmental laws ("Environmental Laws"). Environmental Laws shall mean any and all applicable federal, state or local statutes, ordinances, bylaws, codes, rules, or regulations relating to or concerning any hazardous, toxic or dangerous waste, substance or material, including but not limited to the Resource Conservation and Recovery Act, as amended, and the Comprehensive Environmental Response, Compensation and Liability Act, as amended.

(b) Lessor further warrants and represents that as to the Leased Premises, the easement and the improvements thereon, it has no knowledge of contaminants, oils, asbestos, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials").

22. Environmental Indemnification

(a) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Leased Premises or migrating to or from the Leased Premises or arising in any manner whatsoever out of the violation of any Environmental Laws pertaining to the Leased Premises and any activities thereon, which conditions occurred during the Term of the Lease due to the actions of Lessee, its employees, agents, sublessees, licensees, successors, and/or assigns. Lessee's indemnification obligations hereunder shall survive the termination of this Lease.

(b) Notwithstanding the obligation of Lessee to indemnify Lessor pursuant to this Lease, Lessee shall, upon demand of Lessor, and at Lessee's sole cost and expense, promptly take all actions to remediate the

Leased Premises which are required by any federal, state or local government agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Leased Premises, which remediation is necessitated from the presence upon, about or beneath the Leased Premises of a Hazardous Material due to the actions of Lessee, its employees, agents, sublessees, licensees, successors, and/or assigns during the Term of this Lease. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Leased Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Leased Premises to the condition existing prior to the introduction of the Hazardous Material upon, about or beneath the Leased Premises notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(c) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Leased Premises or migrating to or from the Leased Premises or arising in any manner whatsoever out of the violation of any Environmental Laws pertaining to the Leased Premises and any activities thereon, which conditions occurred during the Term of the Lease due to the actions of Lessor, its employee's and/or agents. Lessor's indemnification obligations hereunder shall survive the termination of this Lease.

(d) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Leased Premises which are required by any federal, state or local government agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Leased Premises, which remediation is necessitated from the presence upon, about or beneath the Leased Premises of a Hazardous Material due to the actions of Lessor, its employees and/or agents during the Term of this Lease. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Leased Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Leased Premises to the condition existing prior to the introduction of the Hazardous Material upon, about or beneath the Leased Premises notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

23. **Hold Harmless** (a) Lessor agrees to indemnify and hold Lessee harmless from any and all claims (including reasonable costs and expenses of defending against such claims) arising from any breach of this Lease or any representation or warranty made by Lessor, or any negligent act, negligent omission, or intentional tort of Lessor or Lessor's agents, employees, contractors, invitees or licensees.

(b) Lessee agrees to indemnify and hold Lessor harmless from any and all claims (including reasonable costs and expenses of defending against such claims) arising from any breach of this Lease or any representation or warranty made by Lessee, or any negligent act, negligent omission, or intentional tort of Lessee or Lessee's agents, employees, contractors, invitees or licensees.

24. **Damages** Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other special, incidental or consequential damages of whatever kind or nature, regardless of the cause of such damages and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

25. **Removal of Improvements**

Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, Lessee must remove from the Leased Premises all improvements and Equipment, including the Building installed, placed or erected on the Leased Premises by Lessee. All improvements must be removed without damage to the Property or the Leased Premises, and all of Lessee's improvements shall be considered Lessee's personal property and shall not become a part of the realty. Lessee shall have ninety (90) days after termination of this Lease within which to dismantle and remove its improvements and Equipment, including the Building, and to return the Leased Premises and Property to their pre-Lease conditions, normal wear and tear excepted. Lessee shall continue to make Rent payments under the terms of this Lease, even if the Lease has terminated, until the Leased Premises and Property have been returned to their pre-lease conditions, normal wear and tear and damage from elements excepted. Costs of removal of the improvements and Equipment, including the Building, and returning the Leased Premises and Property to their pre-Lease conditions, normal wear and tear and damage from the elements excepted, shall be borne by Lessee.

26. **Property Taxes** Lessee shall be responsible for its pro rata share of the Property's real property taxes attributable to or resulting from the improvements

constructed by Lessee on the Property and for any personal property taxes assessed against Lessee's Equipment.

27. Survey Period After the execution date of this Lease by the Lessor and prior to the Commencement Date, Lessee shall have access to the Leased Premises during business hours for the purpose of making necessary engineering surveys, inspections, and other reasonably necessary tests relating to Lessee's proposed use of the Leased Premises. Lessee shall fully restore to its prior condition any portion of the Leased Premises disturbed by Lessee and Lessee hereby indemnifies and holds Lessor harmless from and against any claim, loss, expense, fine, fee or liability incurred by Lessor as a result of Lessee's access, tests, studies or other activities pursuant to this Section 27.

28. Emergency Stand-by Generator

Upon the consent of the Lessor, which consent shall not be unreasonably withheld, Lessee shall have the right to place, maintain and operate an emergency stand-by generator ("Generator") at the Leased Premises, provided the Generator shall be installed and operated in compliance with all applicable laws, ordinances and regulations.

29. Entire Agreement

This Lease and the Exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

30. Governing Law This Lease shall be governed by the laws of the State of Wisconsin, without regard to conflict of laws.

31. Validity If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

32. Miscellaneous The submission of this Lease for examination and negotiation does not constitute an offer to lease, or a reservation or option, and this Lease shall become effective and binding only upon the execution and delivery hereof by both the Lessor and Lessee.

33. Waivers to be in Writing

No modification, amendment, waiver or release of any provision of this Lease or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in

writing and duly executed by the party against whom the same is sought to be asserted.

34. Costs and Attorneys Fees

In the event that either party hereto shall institute suit to enforce the rights hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees. Upon appeal, the prevailing party shall be entitled to recovery of court costs and reasonable attorney's fees incurred as a result of such appeal.

35. Subordination At Lessor's option, this Agreement shall be subordinate to any mortgage by Lessor which from time to time may encumber all or part of the Leased Premises and any or all rights-of-way and easements thereto; provided, however, every such mortgage shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Leased Premises as long as Lessee is not in default of this Lease. Lessee shall execute whatever instruments that may reasonably be required to evidence this subordination clause. If the Property is presently encumbered by one or more mortgages, Lessor will provide Lessee with a Non-Disturbance Agreement or Partial Release in recordable form for each such mortgage.

36. Relocation of Easement

Lessor expressly reserves the right to relocate the non-exclusive easement for ingress and egress at Lessor's costs, to any location deemed appropriate by Lessor; provided that Lessor provides uninterrupted access to the Leased Premises during the period of relocation and such relocated easement provides Lessee with reasonable access to the Leased Premises.

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this Lease on the date and year first written above.

Lessor: Town of Caledonia

By: 

Print Name: Susan Greenfield

Title: Town Chairman

Date: 4/19/01

Lessee: TeleCorp Realty, L.L.C.

By: TeleCorp Communications, Inc.

Its: Managing Member

By: 

Print Name: Gary J. Vento

Title: CEO

Date: 3/30/01

Exhibit A
Legal Description of Lessor's Property

LEASE PARCEL

A part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Sixteen (16), Township Four (4) North, Range Twenty-Two (22) East, Town of Caledonia, Racine County, Wisconsin containing 348 square feet (0.008 acres) of land and being described by:

Commencing at the Northeast Corner of said Section 16; thence S00°-40'-14"E 668.07 feet along the East line of the NE1/4 of said Section 16; thence S89°-14'-15"W 258.94 feet; thence S00°-45'-45"E 41.17 feet to the point of beginning; thence N89°-02'-36"E 12.00 feet; thence S00°-57'-24"E 29.00 feet; thence S89°-02'-36"W 12.00 feet; thence N00°-57'-24"W 29.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

INGRESS/EGRESS EASEMENT

An Ingress/Egress Easement being a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Sixteen (16), Township Four (4) North, Range Twenty-Two (22) East, Town of Caledonia, Racine County, Wisconsin containing 5,602 square feet (0.129 acres) of land and being described by:

Commencing at the Northeast Corner of said Section 16; thence S00°-40'-14"E 668.07 feet along the East line of the NE1/4 of said Section 16 to the point of beginning; thence S89°-14'-15"W 258.94 feet; thence S00°-45'-45"E 41.17 feet; thence N89°-02'-36"E 20.00 feet; thence N00°-45'-45"W 21.10 feet; thence N89°-14'-15"E 238.54 feet to the East line of the NE1/4 of said Section 16; thence N00°-40'-14"W 20.00 feet along said East line to the point of beginning.

8 FOOT WIDE UTILITY EASEMENT

An 8 foot wide Utility Easement being a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Sixteen (16), Township Four (4) North, Range Twenty-Two (22) East, Town of Caledonia, Racine County, Wisconsin containing 2,042 square feet (0.047 acres) of land and being 4 feet either side of and parallel to the following described line:

Commencing at the Northeast Corner of said Section 16; thence S00°-40'-14"E 668.07 feet along the East line of the NE1/4 of said Section 16; thence S89°-14'-15"W 258.94 feet; thence S00°-45'-45"E 41.17 feet; thence S00°-57'-24"E 29.00 feet; thence N89°-02'-36"E 6.00 feet to the point of beginning; thence S00°-57'-24"E 8.98 feet; thence N88°-12'-43"E 226.03 feet; thence N01°-47'-17"W 20.27 feet to the point of termination.

Exhibit B
Description of Leased Premises

The Leased Premises shall consist of 12' x 29' ground space along with easement rights for access to the Leased Premises by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted below:

Exhibit B will be replaced and superseded by a copy of the Construction Plan Drawings

**Exhibit C
Equipment**

Building and/or stand-alone Equipment Cabinets housing communications equipment and supporting platform and appurtenances associated therewith.

Exhibit D
Antenna Tower Lease

See attached.