

**VILLAGE BOARD MEETING AGENDA**  
**Monday, November 16, 2020 at 6:15 p.m.**  
**Caledonia Village Hall - 5043 Chester Lane**

**THIS WILL NOT BE AN IN-PERSON MEETING**

**AUDIO & VIDEO CONFERENCE VIA ZOOM**

**ACCESS VIA DIAL-IN NUMBER IS: 1-(312) 626-6799; ACCESS CODE IS: 824 7315 3939 OR**  
**ACCESS VIA ONE-TOUCH TELEPHONE IS: tel:+13126266799., 82473153939# OR**  
**ACCESS VIA INTERNET IS: <https://us02web.zoom.us/j/82473153939>**

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
  
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. **Ordinance 2020-18 – Reading and Possible Action on** – 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(P) Adding an Amendment to the Village’s Comprehensive Plan and Affecting 5915, 5919, and 5945 Erie Street Part of the NE ¼ of Sec. 21, T4N, R23E, Village of Caledonia; Containing 20 Acres, More or Less; from Commercial, Governmental & Institutional, and Primary Environmental Corridor to High Density Residential (Less than 6,200 SF Per Dwelling); Village of Caledonia, Owner
  - B. **Ordinance 2020-19 – Reading and Possible Action on** – 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 ±1.9 Acres for the Property at 5945 Erie Street, NE ¼ of Sec. 21, T4N, R23E, from B-1, Neighborhood Business District and Rezone ±18.1 Acres for Properties Located at 5919 and 5915 Erie Street, NE ¼ Of Sec. 21, T4N, R23E, from P-1, Institutional Park District to R-8 PUD, Planned Residential District Planned Unit Development, Village of Caledonia, Racine County, WI; Village of Caledonia, Owner
  - C. **Ordinance 2020-20 – Reading and Possible Action on** – An Ordinance to Amend in Part and Create in Part Title 5 Chapter 2, Chapter 3, Chapter 5, Chapter 8, and Chapter 9 of the Code of Ordinances, of the Village of Caledonia, Racine County, Wisconsin, Relating to the Fire Prevention and Safety Code
  - D. **Resolution 2020-98** – Resolution Authorizing an Agreement with Caledonia Highway Department Local 704 for 2021
  - E. **Resolution 2020-107** – Resolution Imposing a Special Charge on the 2020 Tax Roll Representing the Annual Storm Water Management Fee Against Property in the Village of Caledonia Utility

District and Establishing the Storm Water Management Rate for Each Equivalent Residential Unit in Accordance with Sections 9-2-12(G) and (H) of the Village of Caledonia Code of Ordinances for the Time Period of 12/1/2020 to 11/30/2021

- F. **Resolution 2020-108** – Resolution Authorizing Health Insurance Plans for 2021
- G. **Resolution 2020-109** – Resolution Approving Consent Agreement for Representation by Pruitt, Ekes & Geary, S.C.
- H. **Resolution 2020-110** – Resolution of the Village Board of the Village of Caledonia to Approve a Certified Survey Map \_\_\_\_; Parcel IDs 104-04-23-21-003-000; 104-04-23-21-005-000; & 104-04-23-21-006-000 – Located in the NE ¼ of Section 21, T4N, R23E, Village of Caledonia, Racine County, WI – Owner Village of Caledonia
- I. **Resolution 2020-111** – Resolution of the Village Board of the Village of Caledonia Approving Agreement Regarding Termination of Public Improvement Reimbursement and Development Incentive Agreement
- J. **Resolution 2020-112** – Resolution Approving and Authorizing the Adoption of the 2021 Budget for The Village of Caledonia, Authorizing, Fees, Capital Projects, And Setting Various Tax Levies

- 9. **New Business**
- 10. **Report from Village Administrator**
- 11. **Adjournment**

**Special Village Board Meeting  
November 2, 2020**

Board Present: President Dobbs, Trustee Stillman, Trustee Wanggaard, Trustee Prott, Trustee Wishau, Trustee Martin, and Trustee Weatherston.

Absent None.

Staff/Others: Administrator Tom Christensen, HR Director/Asst. Administrator Toni Muise, Utility Director Anthony Bunkelman, and Attorney John Bjelajac.

**1. Call the meeting to order**

President Dobbs called the meeting to order at 5:30 p.m., via ZOOM.

**2. The Village Board will take up a motion to go into CLOSED SESSION, for the following purpose. Pursuant to s. 19.85(1)(g), Wis. Stat. conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, specifically as it relates to the lawsuit filed by Gracyalny against the Village of Caledonia and the Caledonia Utility District regarding claim for damages.**

Motion by Trustee Wanggaard to go into closed session at 5:30 p.m. Seconded by Trustee Stillman.

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

Motion carried unanimously.

**3. The Village Board reserves the right to go back into OPEN SESSION, to possibly take action on the items discussed during the closed session and to move on to the other items on this agendas.**

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

**4. Adjournment.**

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee Stillman. Motion carried unanimously. Adjourned at 5:53 p.m.

Respectfully submitted,

Joslyn Hoeffert  
Deputy Village Clerk

**Village Board Meeting  
November 2, 2020**

**1 - Order**

President Dobbs called the Village Board Meeting to order at 6:01 p.m., via Zoom.

**2 - Pledge of Allegiance**

**3 - Roll Call**

Board: Trustee Stillman, Trustee Wanggaard, Trustee Weatherston, Trustee Prott, Trustee Martin, Trustee Wishau and President Dobbs.

Absent: None.

Staff: Administrator Tom Christensen, HR Director/Asst. Administrator Toni Muise, Planning Director Peter Wagner, Utility Director Anthony Bunkelman, Finance Director Kathy Kasper, Public Works Director Tom Lazcano, Fire Chief Richard Roeder, BC St. Amand and Attorney Elaine Ekes.

**4 - Communications and Announcements**

**5 - Approval of minutes**

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

Village Board – October 19, 2020

Special Village Board – October 13, 2020; October 19, 2020

**6. Citizens Reports**

None.

**7 - Committee Report**

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

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

Village - \$514,530.22

**8 - Ordinances and Resolutions**

**8A - Ordinance 2020-16 – Reading and Possible Action on – An Ordinance to Amend Chapter 1 of Title 14 and Chapter 3 of Title 14 of the Code of Ordinances for the Village of Caledonia Governing Minor Land Divisions and Subdivisions Pertaining to the Shape and Orientation of Flag Lots in Minor Land Divisions (Via Certified Survey Map) and**

**Subdivisions and Setting Forth Criteria that the Village May Consider in Granting a Waiver to Allow a Flag Lot**

This will allow granting flag lots with more flexibility and without unnecessary process. Staff knows when flag lots should or shouldn't be done, and this will be a more streamlined system. The Plan Commission has struggled in the past with granting flag lots with how the Ordinance was written and this code change will allow these to be passed with more ease.

Motion by Trustee Martin to approve Ordinance 2020-16. Seconded by Trustee Weatherston. Motion carried unanimously.

**8B - Ordinance 2020-17 – Reading and Possible Action on – 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 ±7.9 Acres From R -2, Suburban Residential District (Unsewered) to A-2 General Farming and Residential District II for the Property Located Directly East of 6001 6 Mile Road (Parcel No. 104-04-22-13-022-000), Village of Caledonia, Racine County, WI. Travis and Rebecca Dove, Owners and Applicant**

Wagner explained that the applicant would like to have some farm animals and the A-2 district would allow that. The Land Use Plan for the area does show for A-2 and is consistent with that plan. Dove was present and explained that he wanted more animals than the R-2 zoning allowed, such as honeybees and the possibility of owning a kennel license.

Motion by Trustee Weatherston to approve Ordinance 2020-17. Seconded by Trustee Martin. Motion carried unanimously.

**8C - Resolution 2020-100 – Resolution Authorizing the Village of Caledonia to Execute an Agreement to Allow Private Construction of Sanitary Sewers and Watermains By the Developer for the Bear Country Holdings, LLC Development Project – 8425 State Trunk Highway 38**

Bunkelman explained that this agreement has been a long time coming and outlines the several items for utilities being brought in for Bear County Holdings. It allows Bear County Holdings to use a private contractor and outlines inspections by the Village and others. It identifies the cost share allocation between Bear County and the Utility District for the extension of the utilities.

Motion by Trustee Prott to approve Resolution 2020-100. Seconded by Trustee Wishau. Motion carried unanimously.

**8D - Resolution 2020-101 – Resolution of the Village Board of the Village of Caledonia to Approve a Sign Plan for the Development Located 4917 Douglas Avenue; Stephen Prochaska, Applicant, True North Commons, Owner**

Wanger explained that applicant wants more than the one allotted wall sign and must request that approval.

Motion by Trustee Weatherston to approve Resolution 2020-101. Seconded by Trustee Stillman. Motion carried unanimously.

**8E - Resolution 2020-102 – A Resolution of the Village Board of the Village of Caledonia to Approve a Conditional Use to Construct and Utilize a ±1,800 Square-Foot Commercial Building for Contractor Offices with Outdoor Storage of Tractor Trailers, Located at 3500 Fourteen Point Lane in the Village of Raymond Under the Cooperative Plan Dated**

**November 12, 2009 Between the Village of Caledonia and the Village of Raymond Under Sec. 66.0307, Wis. Stats.**

Wagner explained that this is a proposed development in the Village of Raymond and will be used for tractor/trailer rentals. It has been approved by the Village of Raymond and as always, the Village must acknowledge the spectacular use agreement clause. This building is virtually unseen by the Village of Caledonia as it is hidden by a large berm.

Motion by Trustee Martin to approve Resolution 2020-102. Seconded by Trustee Wishau. Motion carried unanimously.

**8F - Resolution 2020-103 – Resolution of the Village Board of the Village of Caledonia to Approve a Certified Survey Map \_\_\_\_\_ ; Parcel IDs 104-04-23-21-029-000; 104-04-23-21-030-000; & 104-04-23-21-031-000 – Located in the SW ¼ of the NW ¼ of Section 21, T4N, R23E, Village of Caledonia, Racine County, WI – Owner Jerome Bartley**

Lazcano explained that the engineering department received a request to condense three properties into two properties. There are currently two homes on the two properties, and the third is landlocked. Both parcels meet the current zoning and land use plans but does require a waiver modification for a flag lot.

Motion by Trustee Prott to approve Resolution 2020-103. Seconded by Trustee Stillman. Motion carried unanimously.

**8G - Resolution 2020-104 – 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 Briarwood of Caledonia**

President Dobbs explained that numerous people expressed a concern regarding this subdivision at the Plan Commission. The main concern was a single entrance and exit. Nancy Washburn was present for any questions. Lazcano explained that Washburn requested another extension, there have been four prior extensions. Washburn has indicated they are close to getting this final plat done very soon, possibly within the next month or two. This will be the last extension granted by the Plan Commission.

President Dobbs questioned the extensions process and wondered if the system needed to be reviewed by Public Works. Attorney Ekes stated there are statutory timelines and when there are extensions, the governing body for the municipality must preside over the extension or they must start the process over. This is because that after time things do change, such as requirements or the surrounding landscape. Its incumbent on the developer to request the extensions and if it is too far down the road the Village Board can say no, but there must be significant reasons why it cannot be moved forward.

Motion by Trustee Weatherston to approve Resolution 2020-104. Seconded by Trustee Wishau. Motion carried unanimously.

**8H - Resolution 2020-105 – Resolution of the Village Board of the Village of Caledonia to Approve a Development Agreement for Briarwood Condominium Plat on Parcel ID 51-104-04-23-21-061-000; Briarwood of Caledonia, LLC, Owner / Nancy Washburn, Agent**

Attorney Ekes explained that this agreement is to approve the Briarwood Condominium Plat. The first phase will be for 10 units and 5 buildings. This is a standard development agreement except for the private road, meaning the owners and HOA will be responsible for the road long term, including maintenance. There is one change regarding paragraph 19, to allow building

permits to be issued prior to the road construction, we do not want to issue occupancy permits until the road is complete.

Motion by Trustee Prott to approve Resolution 2020-105. Seconded by Trustee Wishau. Motion carried unanimously.

**8I - Resolution 2020-106 – Resolution Authorizing the Village of Caledonia to Purchase Two Halofoggers for the Fire Department**

Motion by Trustee Wishau to approve Resolution 2020-106. Seconded by Trustee Martin. Motion carried unanimously.

**9 – New Business**

**9A - Variance Request for Detached Oversized Structure/Garage at 3111 Nicholson Road**

Lazcano explained that John Mastopietro has requested a variance to construct a 30' X 72' oversized detached structure/garage with 14-foot-tall side walls that would create a total covered area of approximately 2,160 square feet on his property at 3111 Nicholson Road. The proposed oversized structure/garage will be used for personal storage of his cars and tools. The property owner has signed the Village waiver form stating that the oversized structure/garage will be used for personal storage and use only. Letters were dropped off last week to the surrounding neighbors and he has not heard anything for or against this request.

Motion by Trustee Wanggaard to approve the variance request with conditions. Seconded by Trustee Stillman. Motion carried unanimously.

**10 – Report from Village Administrator**

Don't forget to vote!

**11 – Adjournment**

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

Meeting adjourned at 6:45 p.m.

Respectfully submitted,

Joslyn Hoeffert, Deputy Village Clerk

| Vendor                        | Vendor Name            | Merchant Name               | Invoice Number | Description                 | GL Account and Title                        | Net Invoice Amount |
|-------------------------------|------------------------|-----------------------------|----------------|-----------------------------|---|--------------------|
| <b>US BANK CORPORATE CARD</b> |                        |                             |                |                             |   |                    |
| 2434                          | US BANK CORPORATE CARD | ARMOR-X ESHOP               | 3949-1311      | CREDIT FOR I-PAD CASE (DISC | 100-35-64070 Work Supplies                  | 64.99-             |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 331900083520   | SALES TAX REFUND            | 400-30-65160 IT Infrastructure              | 8.73-              |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-1864814-9  | CARES-TESTING; STICKERS     | 200-72-64070 Work Supplies                  | .01                |
| 2434                          | US BANK CORPORATE CARD | DOT DMV WIN TVP EPAY SALE   | 351899107520   | TVRP OCTOBER 2020           | 100-32-64070 Work Supplies                  | .12                |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224786         | SEP-20; MONTHLY ONLINE STO  | 200-72-64300 IT Maintenance & Subscriptions | 2.94               |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224786         | SEP-20; MONTHLY ONLINE STO  | 200-29-64300 IT Maintenance & Subscriptions | 3.68               |
| 2434                          | US BANK CORPORATE CARD | WALGREENS                   | 31010          | TRAINING AIDS FOR LOUIE     | 250-30-64192 Police K9                      | 4.28               |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224786         | SEP-20; MONTHLY ONLINE STO  | 200-10-64300 IT Maintenance & Subscriptions | 4.40               |
| 2434                          | US BANK CORPORATE CARD | ILLINOIS TOLLWAY - AUTOREPL | 2007571170     | SCHENK TOLL EN ROUTE TO T   | 100-30-51300 Education/Training/Conferences | 4.70               |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-6540312-1  | RCHVN/RHB PROGRAM SUPPLI    | 200-29-64070 Work Supplies                  | 4.80               |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224786         | SEP-20; MONTHLY ONLINE STO  | 200-27-64300 IT Maintenance & Subscriptions | 5.88               |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224786         | SEP-20; MONTHLY ONLINE STO  | 200-50-64300 IT Maintenance & Subscriptions | 5.88               |
| 2434                          | US BANK CORPORATE CARD | DOT DMV WIN TVP EPAY SALE   | 351899107520   | TVRP OCTOBER 2020           | 100-32-64070 Work Supplies                  | 6.00               |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-7151631-3  | RCHVN/RHB PROGRAM SUPPLI    | 200-29-64070 Work Supplies                  | 6.56               |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-5315125-1  | PENS                        | 100-40-64030 Office Supplies                | 6.99               |
| 2434                          | US BANK CORPORATE CARD | ILLINOIS TOLLWAY - AUTOREPL | 252000102520   | TOLL DURING TRAVEL SCHENK   | 100-30-51300 Education/Training/Conferences | 8.80               |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224786         | SEP-20; MONTHLY ONLINE STO  | 200-20-64300 IT Maintenance & Subscriptions | 8.82               |
| 2434                          | US BANK CORPORATE CARD | DOJ EPAY RECORDS CHECK      | WINWOR0126     | PRE-EMPLOYMENT BACKGRO      | 200-28-51100 Testing/Physicals              | 10.00              |
| 2434                          | US BANK CORPORATE CARD | DOJ EPAY RECORDS CHECK      | WINWOR0126     | PRE-EMPLOYMENT BACKGRO      | 200-28-51100 Testing/Physicals              | 10.00              |
| 2434                          | US BANK CORPORATE CARD | HENRY SCHEIN                | 83482078,8332  | MEDICAL SUPPLIES            | 100-35-64280 Medical Supplies               | 10.11              |
| 2434                          | US BANK CORPORATE CARD | US BANK CORPORATE CARD      | 252000101320   | US BANK ANNUAL FEE - STORA  | 100-14-61310 Banking/Financial Charges      | 12.00              |
| 2434                          | US BANK CORPORATE CARD | US BANK CORPORATE CARD      | 252000102520   | US BANK ANNUAL FEE          | 100-14-61310 Banking/Financial Charges      | 12.00              |
| 2434                          | US BANK CORPORATE CARD | US BANK CORPORATE CARD      | 252000103820   | US BANK FEE - STORAGE - ERI | 100-14-61310 Banking/Financial Charges      | 12.00              |
| 2434                          | US BANK CORPORATE CARD | US BANK CORPORATE CARD      | 252000106020   | US BANK FEE - STORAGE - GA  | 100-14-61310 Banking/Financial Charges      | 12.00              |
| 2434                          | US BANK CORPORATE CARD | US BANK CORPORATE CARD      | 252000108520   | US BANK FEE - STORAGE - MU  | 100-14-61310 Banking/Financial Charges      | 12.00              |
| 2434                          | US BANK CORPORATE CARD | US BANK CORPORATE CARD      | 351899107520   | CREDIT CARD ANNUAL FEE - S  | 100-14-61310 Banking/Financial Charges      | 12.00              |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224786         | SEP-20; MONTHLY ONLINE STO  | 200-28-64300 IT Maintenance & Subscriptions | 12.50              |
| 2434                          | US BANK CORPORATE CARD | PICK N SAVE                 | 100220         | SUPPLIES FOR SWEARING IN    | 100-35-64030 Office Supplies                | 12.60              |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-5818528-0  | CABLECREATION USB AUDIO A   | 100-40-64070 Work Supplies                  | 12.98              |
| 2434                          | US BANK CORPORATE CARD | PREMIERE GLOBAL SERVICES    | 778170         | VIDEO CALL SERVICE          | 100-90-64310 IT Contracted Services         | 13.31              |
| 2434                          | US BANK CORPORATE CARD | ACTIVE911, INC.             | 210391         | ACTIVE 911 FOR BC SCHULS    | 100-35-64070 Work Supplies                  | 14.00              |
| 2434                          | US BANK CORPORATE CARD | ACTIVE911, INC.             | 214244         | UT 12 SUBSCRIPTION          | 100-35-51320 Memberships/Dues               | 14.00              |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 111-8723894-0  | LAPTOP CARRYING CASES       | 200-50-64030 Office Supplies                | 14.05              |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 114876653359   | CAPS FOR PLYMOVENT SYSTE    | 100-35-64250 Equipment Repairs & Maintenanc | 14.09              |
| 2434                          | US BANK CORPORATE CARD | KORTENDICK HARDWARE         | J94749         | HOSE NOZZLE                 | 100-41-64070 Work Supplies                  | 14.38              |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-5503105-2  | CARES-TESTING; CHUX PADS    | 200-72-64070 Work Supplies                  | 14.41              |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-4463642-8  | RCHVN/RHB PROGRAM SUPPLI    | 200-29-64070 Work Supplies                  | 15.00              |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-3852721-0  | RCHVN/RHB PROGRAM SUPPLI    | 200-29-64070 Work Supplies                  | 15.36              |
| 2434                          | US BANK CORPORATE CARD | ZOOM                        | 331900084020   | ZOOM SUBSCRIPTION           | 100-90-64300 IT Maintenance & Subscriptions | 15.81              |
| 2434                          | US BANK CORPORATE CARD | AMAZON                      | 112-9481799-8  | DISPOSABLE MASKS            | 100-40-64070 Work Supplies                  | 16.98              |



| Vendor | Vendor Name            | Merchant Name               | Invoice Number | Description                | GL Account and Title                        | Net Invoice Amount |
|--------|------------------------|-----------------------------|----------------|----------------------------|---|--------------------|
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-6540312-1  | RCHVN/RHB PROGRAM SUPPLI   | 200-28-64070 Work Supplies                  | 19.20              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 111-7657306-0  | MARKERS PSS SUPPLIES       | 100-30-64030 Office Supplies                | 19.85              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-1514313-8  | OFFICE SUPPLIES; BATTERIES | 200-10-64030 Office Supplies                | 19.95              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 113581625275   | BATTERIES                  | 100-35-64110 Small Equipment                | 20.00              |
| 2434   | US BANK CORPORATE CARD | WI DEPT OF FINANCIAL INSTIT | 202009245585   | FEE FOR DET. SCHUSTER NOT  | 100-30-51300 Education/Training/Conferences | 20.00              |
| 2434   | US BANK CORPORATE CARD | MENARDS RACINE              | RACI89684      | CARES-TESTING; GARBAGE C   | 200-72-64070 Work Supplies                  | 21.34              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 111-8845169-2  | BATTERIES FOR SMOKE DETE   | 100-30-64030 Office Supplies                | 21.98              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-9170253-1  | PLANO STORAGE              | 100-35-64070 Work Supplies                  | 22.73              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 113936382597   | IPAD CASE FOR MED 32       | 100-35-64110 Small Equipment                | 24.24              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-9358869-2  | JENI LAPTOP BACKPACK BAG   | 100-14-64070 Work Supplies                  | 24.99              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 111-0147499-2  | CARES-CT; USB HEADSET      | 200-72-64030 Office Supplies                | 25.20              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 111-8845169-2  | LABEL TAPE FOR PSS         | 100-30-64030 Office Supplies                | 25.38              |
| 2434   | US BANK CORPORATE CARD | USCC CALL CENTER            | 0393799268     | SEP-20; CELLULAR SERVICE   | 200-10-64150 Communication Services         | 25.55              |
| 2434   | US BANK CORPORATE CARD | BEST BUY                    | BBY01-806329   | CARES-CT; USB HEADSET      | 200-72-64030 Office Supplies                | 26.24              |
| 2434   | US BANK CORPORATE CARD | US POSTAL SERVICE           | USPS 10-06-20  | DNR TNC WELL WATER SAMPL   | 200-50-64040 Postage & Shipping             | 26.75              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 113-7598620-5  | LAPTOP STAND FOR DC        | 100-30-64030 Office Supplies                | 26.99              |
| 2434   | US BANK CORPORATE CARD | US POSTAL SERVICE           | USPS 10-05-20  | DNR TNC WELL WATER SAMPL   | 200-50-64040 Postage & Shipping             | 27.55              |
| 2434   | US BANK CORPORATE CARD | US POSTAL SERVICE           | USPS 10-08-20  | DNR TNC WELL SAMPLE SHIPP  | 200-50-64040 Postage & Shipping             | 27.55              |
| 2434   | US BANK CORPORATE CARD | US POSTAL SERVICE           | USPS 10-1-20   | DNR TNC WELL WATER SAMPL   | 200-50-64040 Postage & Shipping             | 27.55              |
| 2434   | US BANK CORPORATE CARD | SAMS CLUB                   | 5872560734     | EH SANITARIAN SUPPLIES-SW  | 200-50-64070 Work Supplies                  | 27.92              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 111-8723894-0  | LAPTOP CARRYING CASES      | 200-10-64030 Office Supplies                | 28.10              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 111-8723894-0  | LAPTOP CARRYING CASES      | 200-20-64030 Office Supplies                | 28.10              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-0041355-2  | EH OFFICE SUPPLIES         | 200-50-64030 Office Supplies                | 28.95              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-0109146-7  | MOSBY'S DRUG REFERENCE B   | 200-28-64280 Medical Supplies               | 28.99              |
| 2434   | US BANK CORPORATE CARD | 3M CREDIT                   | 3M RESP EXA    | 3M MEDICAL RES EXAM-HA     | 200-20-51300 Education/Training/Conferences | 29.00              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-6242536-7  | JENI LAPTOP STAND          | 100-14-64070 Work Supplies                  | 29.99              |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224770         | CARES-CT; TREND MICRO SEP- | 200-72-64300 IT Maintenance & Subscriptions | 30.00              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-8019532-9  | RCHVN/RHB PROGRAM SUPPLI   | 200-29-64070 Work Supplies                  | 31.95              |
| 2434   | US BANK CORPORATE CARD | OFFICE DEPOT                | 127383875-00   | CARES-TESTING; CLIPBOARDS  | 200-72-64030 Office Supplies                | 32.28              |
| 2434   | US BANK CORPORATE CARD | BEST BUY                    | BBY01-806334   | COVID COMPUTER ACCESSOR    | 502-00-65060 Computer Hardware              | 32.98              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-9807458-7  | CARES-TESTING; EXTENSION   | 200-72-64070 Work Supplies                  | 35.97              |
| 2434   | US BANK CORPORATE CARD | BATTERY WAREHOUSE DIREC     | 103275         | BATTERIES                  | 100-35-64070 Work Supplies                  | 39.03              |
| 2434   | US BANK CORPORATE CARD | BATTERY WAREHOUSE DIREC     | 116231         | BATTERIES                  | 100-35-64110 Small Equipment                | 39.03              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-4410269-8  | KEYBOARD/MOUSE FOR FIRE    | 100-35-64070 Work Supplies                  | 39.96              |
| 2434   | US BANK CORPORATE CARD | DUNKIN DONUTS               | DUNKIN DON     | MEETING SUPPLIES           | 200-10-64070 Work Supplies                  | 41.55              |
| 2434   | US BANK CORPORATE CARD | SAM'S CLUB                  | 5934308809     | MEETING SUPPLIES           | 200-10-64070 Work Supplies                  | 42.12              |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY              | 224415         | SEP-20; ETHERNET CONNECTI  | 200-20-64310 IT Contracted Services         | 43.75              |
| 2434   | US BANK CORPORATE CARD | KORTENDICK HARDWARE         | J93531         | CLEANER FOR STRIPING       | 100-41-64100 Janitorial Supplies            | 46.87              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-1514313-8  | CARES TESTING SUPPLIES; RA | 200-72-64070 Work Supplies                  | 49.23              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 111-3110470-0  | CARES-CT; WIRELESS KEYBOA  | 200-72-64310 IT Contracted Services         | 49.98              |
| 2434   | US BANK CORPORATE CARD | AMAZON                      | 112-1389817-7  | PENCILS-PAPER PADS-KEYBO   | 100-40-64070 Work Supplies                  | 52.75              |

| Vendor | Vendor Name            | Merchant Name          | Invoice Number | Description                  | GL Account and Title                        | Net Invoice Amount |
|--------|------------------------|------------------------|----------------|------------------------------|---|--------------------|
| 2434   | US BANK CORPORATE CARD | SAMS CLUB              | 5916647655     | KLEENEX                      | 200-20-64280 Medical Supplies               | 52.92              |
| 2434   | US BANK CORPORATE CARD | PANERA BREAD           | 489694148      | MEETING SUPPLIES             | 200-10-64070 Work Supplies                  | 56.74              |
| 2434   | US BANK CORPORATE CARD | BEST BUY               | BBY01-806329   | CARES-CT; KEYBOARDS          | 200-72-64030 Office Supplies                | 57.73              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 351899107520   | COMPUTER SUPPLIES            | 100-32-64030 Office Supplies                | 58.04              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-4463642-8  | RCHVN/RHB PROGRAM SUPPLI     | 200-28-64070 Work Supplies                  | 59.98              |
| 2434   | US BANK CORPORATE CARD | SPECTRUM ENTERPRISE    | 711154201092   | SEP-OCT 2020; INTERNET SER   | 200-72-64300 IT Maintenance & Subscriptions | 60.60              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-3852721-0  | RCHVN/RHB PROGRAM SUPPLI     | 200-28-64070 Work Supplies                  | 61.44              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-0143350-5  | LEGAL PRINTER PAPER          | 100-13-64030 Office Supplies                | 62.34              |
| 2434   | US BANK CORPORATE CARD | ARMOR-X ESHOP          | 100059519      | I-PAD, CASE, STRAP, KICKSTAN | 100-35-64070 Work Supplies                  | 64.99              |
| 2434   | US BANK CORPORATE CARD | THERMOWORKS, INC.      | 876-SO-27984   | CARES-TESTING; THERMOMET     | 200-72-64070 Work Supplies                  | 66.09              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-7151631-3  | RCHVN/RHB PROGRAM SUPPLI     | 200-28-64070 Work Supplies                  | 66.21              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-5503105-2  | CARES-TESTING; BAGS & CHU    | 200-72-64070 Work Supplies                  | 67.81              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-5794320-6  | CARES-TESTING; STORAGE BO    | 200-72-64070 Work Supplies                  | 70.00              |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY         | 224518         | SEP-20; MONTHLY IT MANAGE    | 200-29-64300 IT Maintenance & Subscriptions | 72.16              |
| 2434   | US BANK CORPORATE CARD | SPECTRUM ENTERPRISE    | 711154201092   | SEP-OCT 2020; INTERNET SER   | 200-29-64300 IT Maintenance & Subscriptions | 75.75              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-0310868-9  | CARES-TESTING; OFFICE SUP    | 200-72-64030 Office Supplies                | 77.96              |
| 2434   | US BANK CORPORATE CARD | FASTSIGNS              | 2108-6653      | CARES-TESTING; SIGN PRINTI   | 200-72-64060 Copying & Printing             | 78.09              |
| 2434   | US BANK CORPORATE CARD | RING CENTRAL INC.      | 1431672001     | OCT-20; RING CENTRAL TELEP   | 200-29-64150 Communication Services         | 79.44              |
| 2434   | US BANK CORPORATE CARD | USCC CALL CENTER       | 0393799268     | SEP-20; CELLULAR SERVICE     | 200-50-64150 Communication Services         | 81.99              |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY         | 224518         | SEP-20; MONTHLY IT MANAGE    | 200-10-64300 IT Maintenance & Subscriptions | 84.76              |
| 2434   | US BANK CORPORATE CARD | BEST BUY               | BBY01-806334   | COVID COMPUTER ACCESSOR      | 502-00-65060 Computer Hardware              | 84.97              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-9107105-4  | EXTERNAL HARDDRIVE           | 100-30-64300 IT Maintenance & Subscriptions | 85.49              |
| 2434   | US BANK CORPORATE CARD | KORTENDICK HARDWARE    | J91310         | SHOVELS AND PICK HANDEL      | 100-41-64070 Work Supplies                  | 88.16              |
| 2434   | US BANK CORPORATE CARD | SPECTRUM ENTERPRISE    | 711154201092   | SEP-OCT 2020; INTERNET SER   | 200-10-64300 IT Maintenance & Subscriptions | 90.90              |
| 2434   | US BANK CORPORATE CARD | KALAHARI RESORT        | 262000010220   | HOTEL FOR CHIEF CONFEREN     | 100-30-51300 Education/Training/Conferences | 91.00              |
| 2434   | US BANK CORPORATE CARD | SHERWIN INDUSTRIES     | SC045766       | COLD PATCH                   | 100-41-64090 Road Maintenance Materials     | 91.53              |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY         | 224574         | CARES-CT; OFFICE 365 SUBSC   | 200-72-64300 IT Maintenance & Subscriptions | 92.50              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 111-2615353-5  | BATTERIESM, CLIPBOARD, LEG   | 100-30-64030 Office Supplies                | 99.22              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-8522043-6  | COMPUTER BAG-TONY BUNKE      | 502-00-65060 Computer Hardware              | 99.57              |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-0310868-9  | CARES-TESTING; STAFF RAIN    | 200-72-64070 Work Supplies                  | 99.91              |
| 2434   | US BANK CORPORATE CARD | SP*TACKFORM            | 27887          | MOUNT FOR I-PAD IN RIGS      | 100-35-64250 Equipment Repairs & Maintenanc | 99.99              |
| 2434   | US BANK CORPORATE CARD | MENARDS RACINE         | RAC1 3028541   | STORE ROOM SHELVING          | 200-10-64070 Work Supplies                  | 99.99              |
| 2434   | US BANK CORPORATE CARD | KORTENDICK HARDWARE    | J94182         | GRADEN HOSE ,HANDELS         | 100-41-64070 Work Supplies                  | 100.77             |
| 2434   | US BANK CORPORATE CARD | DERANGO THE PIZZA KING | 721844371420   | PIZZA FOR BUDGET BOARD ME    | 100-10-64070 Miscellaneous                  | 103.46             |
| 2434   | US BANK CORPORATE CARD | OFFICE DEPOT           | 128706195-00   | CARES-CT; USB HEADSETS       | 200-72-64030 Office Supplies                | 104.96             |
| 2434   | US BANK CORPORATE CARD | USCC CALL CENTER       | 0393799268     | SEP-20; CELLULAR SERVICE     | 200-29-64150 Communication Services         | 106.13             |
| 2434   | US BANK CORPORATE CARD | GALLS LLC              | 16679681       | CLASS A SHIRTS               | 100-35-64070 Work Supplies                  | 107.11             |
| 2434   | US BANK CORPORATE CARD | AMAZON                 | 112-0041355-2  | CH OFFICE SUPPLIES           | 200-20-64030 Office Supplies                | 111.48             |
| 2434   | US BANK CORPORATE CARD | REMY BATTERY           | 5408482        | TRACTOR #27 BATTERY          | 100-41-63300 Vehicle Repairs & Maintenance  | 112.95             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY         | 224518         | SEP-20; MONTHLY IT MANAGE    | 200-27-64300 IT Maintenance & Subscriptions | 115.46             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY         | 224518         | SEP-20; MONTHLY IT MANAGE    | 200-50-64300 IT Maintenance & Subscriptions | 115.46             |

| Vendor | Vendor Name            | Merchant Name             | Invoice Number | Description                | GL Account and Title                        | Net Invoice Amount |
|--------|------------------------|---------------------------|----------------|----------------------------|---|--------------------|
| 2434   | US BANK CORPORATE CARD | DOJ EPAY RECORDS CHECK    | G3275 202009   | BACKGROUND CHECKS FOR P    | 100-11-61000 Professional Services          | 119.00             |
| 2434   | US BANK CORPORATE CARD | ALL HANDS FIRE EQUIPMENT  | S075710        | BAG/CARRIER FOR SHIELD     | 100-30-64070 Work Supplies                  | 120.98             |
| 2434   | US BANK CORPORATE CARD | SPECTRUM ENTERPRISE       | 711154201092   | SEP-OCT 2020; INTERNET SER | 200-27-64300 IT Maintenance & Subscriptions | 121.20             |
| 2434   | US BANK CORPORATE CARD | SPECTRUM ENTERPRISE       | 711154201092   | SEP-OCT 2020; INTERNET SER | 200-50-64300 IT Maintenance & Subscriptions | 121.20             |
| 2434   | US BANK CORPORATE CARD | SHRED-IT USA              | 9439872091     | OCT-20; SHREDDING SERVICE  | 200-10-61000 Professional Services          | 121.78             |
| 2434   | US BANK CORPORATE CARD | AMAZON                    | 112-7151631-3  | RCHVN/RHB PROGRAM SUPPLI   | 200-29-64070 Work Supplies                  | 121.92             |
| 2434   | US BANK CORPORATE CARD | USCC CALL CENTER          | 0393799268     | SEP-20; CELLULAR SERVICE   | 200-27-64150 Communication Services         | 126.07             |
| 2434   | US BANK CORPORATE CARD | RING CENTRAL INC.         | 1431672001     | OCT-20; RING CENTRAL TELEP | 200-27-64150 Communication Services         | 127.10             |
| 2434   | US BANK CORPORATE CARD | RING CENTRAL INC.         | 1431672001     | OCT-20; RING CENTRAL TELEP | 200-50-64150 Communication Services         | 127.10             |
| 2434   | US BANK CORPORATE CARD | AMAZON                    | 112-8019532-9  | RCHVN/RHB PROGRAM SUPPLI   | 200-28-64070 Work Supplies                  | 127.81             |
| 2434   | US BANK CORPORATE CARD | MENARDS RACINE            | RACI 2472599   | CARES-TESTING; PORTABLE H  | 200-72-64070 Work Supplies                  | 133.65             |
| 2434   | US BANK CORPORATE CARD | AMAZON                    | 112-2674675-6  | EGR VALVE #39              | 100-41-63300 Vehicle Repairs & Maintenance  | 134.01             |
| 2434   | US BANK CORPORATE CARD | BUSINESS JOURNALS - MILWA | 11752241       | RENEWAL MILWAUKEE BUSINE   | 100-13-64070 Work Supplies                  | 135.00             |
| 2434   | US BANK CORPORATE CARD | HI-LINE, INC              | 10808677       | MISC. PARTS                | 100-41-64070 Work Supplies                  | 138.12             |
| 2434   | US BANK CORPORATE CARD | USCC CALL CENTER          | 0393799268     | SEP-20; CELLULAR SERVICE   | 200-20-64150 Communication Services         | 141.34             |
| 2434   | US BANK CORPORATE CARD | USCC CALL CENTER          | 0393799268     | SEP-20; CELLULAR SERVICE   | 200-72-64150 Communication Services         | 157.28             |
| 2434   | US BANK CORPORATE CARD | AMAZON                    | 112-4190102-2  | AC/DC POWER ADAPTER-TONY   | 502-00-65060 Computer Hardware              | 159.99             |
| 2434   | US BANK CORPORATE CARD | AMAZON                    | 111-4801107-0  | PAPER                      | 100-13-64030 Office Supplies                | 165.39             |
| 2434   | US BANK CORPORATE CARD | LINCOLN CONTRACTORS SUP   | NO6947         | CONCRETE SAW BLADE         | 100-41-64070 Work Supplies                  | 167.99             |
| 2434   | US BANK CORPORATE CARD | HR CERTIFICATION          | INV-118868-J1  | APPLICATION FEE FOR PHR RE | 100-13-51300 Education/Training/Conferences | 169.00             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY            | 224518         | SEP-20; MONTHLY IT MANAGE  | 200-20-64300 IT Maintenance & Subscriptions | 173.18             |
| 2434   | US BANK CORPORATE CARD | REINDERS-SUSSEX           | 1851844        | FELT FOR CULVERTS          | 100-41-64090 Road Maintenance Materials     | 175.00             |
| 2434   | US BANK CORPORATE CARD | SIMPLYBOOKME              | SR020-43084    | CARES-TESTING; APPT SOFTW  | 200-72-64300 IT Maintenance & Subscriptions | 179.40             |
| 2434   | US BANK CORPORATE CARD | SPECTRUM ENTERPRISE       | 711154201092   | SEP-OCT 2020; INTERNET SER | 200-20-64300 IT Maintenance & Subscriptions | 181.80             |
| 2434   | US BANK CORPORATE CARD | AMAZON                    | 112-7142666-2  | SHARPIES-APPT & MESSAGE B  | 100-40-64030 Office Supplies                | 182.23             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY            | 224988         | PD SERVER PROJECT          | 400-30-65160 IT Infrastructure              | 183.25             |
| 2434   | US BANK CORPORATE CARD | RING CENTRAL INC.         | 1431672001     | OCT-20; RING CENTRAL TELEP | 200-20-64150 Communication Services         | 190.64             |
| 2434   | US BANK CORPORATE CARD | AMAZON                    | 112-2427570-2  | WEEKLY APPT BOOKS          | 100-40-64070 Work Supplies                  | 198.54             |
| 2434   | US BANK CORPORATE CARD | REMY BATTERY              | 5408614        | 2 BATTERY'S #33 ROLLER     | 100-41-63300 Vehicle Repairs & Maintenance  | 205.90             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY            | 224395         | CCB-RING CENTRAL SUPPORT   | 200-10-64150 Communication Services         | 218.75             |
| 2434   | US BANK CORPORATE CARD | RING CENTRAL INC.         | 1431672001     | OCT-20; RING CENTRAL TELEP | 200-10-64150 Communication Services         | 222.41             |
| 2434   | US BANK CORPORATE CARD | SAM'S CLUB                | 5916647655     | ALCOHOL SWABS              | 200-72-64070 Work Supplies                  | 223.36             |
| 2434   | US BANK CORPORATE CARD | WISCONSIN POLICE LEADERS  | 262000010220   | CHIEF CONFERENCE REG. FEE  | 100-30-51300 Education/Training/Conferences | 225.00             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY            | 224518         | SEP-20; MONTHLY IT MANAGE  | 200-28-64300 IT Maintenance & Subscriptions | 245.34             |
| 2434   | US BANK CORPORATE CARD | SPECTRUM ENTERPRISE       | 711154201092   | SEP-OCT 2020; INTERNET SER | 200-28-64300 IT Maintenance & Subscriptions | 257.55             |
| 2434   | US BANK CORPORATE CARD | RING CENTRAL INC.         | 1431672001     | OCT-20; RING CENTRAL TELEP | 200-28-64150 Communication Services         | 270.08             |
| 2434   | US BANK CORPORATE CARD | ABADAK TARP CANOPY        | 303411         | TARP FOR SANDPILE          | 100-41-64070 Work Supplies                  | 275.12             |
| 2434   | US BANK CORPORATE CARD | UNIFIRST CORPORATION      | 0961145188/61  | RAGS AND COVERALLS         | 100-41-61000 Professional Services          | 275.36             |
| 2434   | US BANK CORPORATE CARD | C.A.R.S.                  | 12103          | RECOVER LOADER SEAT        | 100-41-63300 Vehicle Repairs & Maintenance  | 285.60             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY            | 224518         | SEP-20; MONTHLY IT MANAGE  | 200-72-64300 IT Maintenance & Subscriptions | 288.64             |
| 2434   | US BANK CORPORATE CARD | TDS METROCOM              | 262-681-3900   | UTILITY PHONES             | 500-00-64150 Communication Services         | 332.81             |

| Vendor | Vendor Name            | Merchant Name            | Invoice Number | Description                 | GL Account and Title                        | Net Invoice Amount |
|--------|------------------------|--------------------------|----------------|-----------------------------|---|--------------------|
| 2434   | US BANK CORPORATE CARD | TDS METROCOM             | 262-681-3900   | UTILITY PHONES              | 501-00-64150 Communication Services         | 332.82             |
| 2434   | US BANK CORPORATE CARD | RING CENTRAL INC.        | 1431672001     | OCT-20; RING CENTRAL TELEP  | 200-72-64150 Communication Services         | 381.29             |
| 2434   | US BANK CORPORATE CARD | FASTSIGNS                | 2108-6680      | CARES-TESTING; TRAFFIC SIG  | 200-72-64070 Work Supplies                  | 390.84             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY           | 224415         | SEP-20; LAPTOP RE-IMAGE AF  | 200-28-64310 IT Contracted Services         | 393.75             |
| 2434   | US BANK CORPORATE CARD | AT & T                   | 331900083520   | T-1 LINE COMMUNICATION NO   | 100-43-64150 Communication Services         | 395.02             |
| 2434   | US BANK CORPORATE CARD | PAC VAN, INC.            | RO-1762677     | CARES-TESTING; OCT-20; OFFI | 200-72-62300 Equipment Rental & Maintenance | 415.00             |
| 2434   | US BANK CORPORATE CARD | AMAZON                   | 112-1110594-7  | CARES-TESTING; CLINIC SUPP  | 200-72-64070 Work Supplies                  | 419.30             |
| 2434   | US BANK CORPORATE CARD | GOOD VALUE PHA00396630   | 11067428       | CLINIC SUPPLIES             | 200-72-64070 Work Supplies                  | 421.14             |
| 2434   | US BANK CORPORATE CARD | AMAZON                   | 112-1551754-4  | SURGICAL ISOLATION GOWNS    | 100-35-64280 Medical Supplies               | 442.00             |
| 2434   | US BANK CORPORATE CARD | AMAZON                   | 112-5503105-2  | CARES-TESTING; SUPPLIES     | 200-72-64070 Work Supplies                  | 444.56             |
| 2434   | US BANK CORPORATE CARD | S & W HEALTHCARE CORP    | 302241         | MEDICAL SUPPLIES AND CHAR   | 100-35-64280 Medical Supplies               | 455.74             |
| 2434   | US BANK CORPORATE CARD | USCC CALL CENTER         | 0393799268     | SEP-20; CELLULAR SERVICE    | 200-28-64150 Communication Services         | 459.89             |
| 2434   | US BANK CORPORATE CARD | RACINE AUTO BODY (WEST)  | RO 042173      | 2015 FORD FUSION; AUTO BOD  | 200-10-63300 Vehicle Repairs & Maintenance  | 487.00             |
| 2434   | US BANK CORPORATE CARD | AMAZON                   | 112-7151631-3  | RCHVN/RHB PROGRAM SUPPLI    | 200-28-64070 Work Supplies                  | 487.68             |
| 2434   | US BANK CORPORATE CARD | AMAZON                   | 112-1864814-9  | CARES-TESTING; STICKERS     | 200-72-64070 Work Supplies                  | 499.82             |
| 2434   | US BANK CORPORATE CARD | AMAZON                   | 112-0041355-2  | CARES-TESTING; GLOVES       | 200-72-64070 Work Supplies                  | 517.20             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY           | 224399         | PD SERVER                   | 100-30-64300 IT Maintenance & Subscriptions | 525.00             |
| 2434   | US BANK CORPORATE CARD | AMAZON                   | 111-0854902-8  | CARES-CT; COMPUTER MONIT    | 200-72-64310 IT Contracted Services         | 527.13             |
| 2434   | US BANK CORPORATE CARD | HENRY SCHEIN             | 82140779,8296  | MEDICAL SUPPLIES            | 100-35-64280 Medical Supplies               | 544.32             |
| 2434   | US BANK CORPORATE CARD | GLEASON REDI MIX         | 294258         | SLURRY SHORT RD             | 400-41-65080 Road Improvements              | 568.00             |
| 2434   | US BANK CORPORATE CARD | GLEASON REDI MIX         | 294529         | 8 YDS SLURRY                | 400-41-65080 Road Improvements              | 568.00             |
| 2434   | US BANK CORPORATE CARD | HENRY SCHEIN             | 83253776,8336  | EPI PENS                    | 200-20-64280 Medical Supplies               | 572.80             |
| 2434   | US BANK CORPORATE CARD | EMERGENCY MEDICAL PRODU  | 2205262,22046  | TOURNIQUETS/GLOVES/TUBES    | 100-35-64280 Medical Supplies               | 584.46             |
| 2434   | US BANK CORPORATE CARD | LANDS END                | 8341014-1      | CARES-TESTING; STAFF WINTE  | 200-72-64070 Work Supplies                  | 613.04             |
| 2434   | US BANK CORPORATE CARD | ARAMARK                  | 860112340930   | UNIFORMS                    | 100-35-50280 Clothing Allowance             | 708.27             |
| 2434   | US BANK CORPORATE CARD | GLEASON REDI MIX         | 294190         | SLURRY                      | 400-41-65080 Road Improvements              | 710.00             |
| 2434   | US BANK CORPORATE CARD | CCB TECHNOLOGY           | 224415         | SEP-20; CAMERA WARRANTY-K   | 200-72-64310 IT Contracted Services         | 743.75             |
| 2434   | US BANK CORPORATE CARD | GLEASON REDI MIX         | 295002         | 10YDS SLURRY                | 400-41-65080 Road Improvements              | 825.00             |
| 2434   | US BANK CORPORATE CARD | DEPARTMENT OF ADMINISTRA | WS2DSD0056     | WI UDC BLDG SEAL            | 100-40-64070 Work Supplies                  | 829.55             |
| 2434   | US BANK CORPORATE CARD | HENRY SCHEIN             | 83253776,8336  | AED BATTERY BACK            | 100-30-64070 Work Supplies                  | 919.12             |
| 2434   | US BANK CORPORATE CARD | SAMS CLUB                | 5667962981     | RCHVN CLIENT INCENTIVES     | 200-28-64191 Client Related Expenses        | 1,000.00           |
| 2434   | US BANK CORPORATE CARD | SAMS CLUB                | 5890308576     | RCHVN CLIENT INCENTIVES     | 200-28-64191 Client Related Expenses        | 1,000.00           |
| 2434   | US BANK CORPORATE CARD | SAM'S CLUB               | 5895949576     | RCHVN CLIENT INCENTIVES     | 200-28-64191 Client Related Expenses        | 1,000.00           |
| 2434   | US BANK CORPORATE CARD | OLSON TRAILER & BODY     | 75834          | TRUCK LIGHTS                | 100-41-63300 Vehicle Repairs & Maintenance  | 1,388.47           |
| 2434   | US BANK CORPORATE CARD | AMAZON                   | 112-3385784-2  | CARES-TESTING; BANDAIDS &   | 200-72-64070 Work Supplies                  | 1,419.71           |
| 2434   | US BANK CORPORATE CARD | UW - OSHKOSH             | 18752          | Q2-Q3 2020; DNR WELL WATER  | 200-50-61000 Professional Services          | 1,460.00           |
| 2434   | US BANK CORPORATE CARD | HENRY SCHEIN             | 6935,8927,220  | MEDICAL SUPPLIES            | 100-35-64280 Medical Supplies               | 1,646.34           |
| 2434   | US BANK CORPORATE CARD | SPECTRUM ENTERPRISE      | 725420601100   | INTERNET CHARGES            | 100-43-64150 Communication Services         | 1,759.45           |
| 2434   | US BANK CORPORATE CARD | HENRY SCHEIN             | 83482078,8332  | N-95 MASKS                  | 100-35-64280 Medical Supplies               | 2,018.25           |
| 2434   | US BANK CORPORATE CARD | T AND N TIRE SERVICE     | 14435          | TRUCK TIRES                 | 100-41-63300 Vehicle Repairs & Maintenance  | 2,100.18           |
| 2434   | US BANK CORPORATE CARD | AT & T                   | 331900083520   | SEPT 2020 PHONES & DEVICES  | 100-21940-000 Accrued Expenses-Credit Card  | 2,263.05           |

| Vendor                        | Vendor Name            | Merchant Name        | Invoice Number | Description             | GL Account and Title                        | Net Invoice Amount |
|-------------------------------|------------------------|----------------------|----------------|-------------------------|---|--------------------|
| 2434                          | US BANK CORPORATE CARD | T AND N TIRE SERVICE | 14437          | TRUCK TIRES             | 100-41-63300 Vehicle Repairs & Maintenance  | 2,458.92           |
| 2434                          | US BANK CORPORATE CARD | EUAS DRONE EQUIPMENT | 200005127      | DRONE FOR BUILDING DEPT | 400-41-65030 Equipment                      | 2,540.99           |
| 2434                          | US BANK CORPORATE CARD | CDW GOVERNMENT       | 331900083520   | CISCO LICENSE           | 100-90-64300 IT Maintenance & Subscriptions | 7,432.96           |
| 2434                          | US BANK CORPORATE CARD | CCB TECHNOLOGY       | 223820         | PD SERVERS              | 400-30-65160 IT Infrastructure              | 83,585.00          |
| Total US BANK CORPORATE CARD: |                        |                      |                |                         |   | 141,800.01         |
| Grand Totals:                 |                        |                      |                |                         |   | 141,800.01         |

Dated: \_\_\_\_\_

Village President: \_\_\_\_\_

Village Board: \_\_\_\_\_

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Village Clerk: \_\_\_\_\_

| Vendor                        | Vendor Name            | Invoice Number | Description                | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                         |
|-------------------------------|------------------------|----------------|----------------------------|--------------|-----------------------|-------------|-----------|--|
| <b>3 RIVERS BILLING, INC.</b> |                        |                |                            |              |                       |             |           |  |
| 3                             | 3 RIVERS BILLING, INC. | 5444           | OCTOBER EMS BILLING        | 11/04/2020   | 4,920.67              | .00         |           | 100-00-46230 Ambulance/EMS Fees              |
| Total 3 RIVERS BILLING, INC.: |                        |                |                            |              | 4,920.67              | .00         |           |  |
| <b>AERO COMPRESSED GASES</b>  |                        |                |                            |              |                       |             |           |  |
| 29                            | AERO COMPRESSED GASES  | 430434         | OXYGEN FOR MEDICAL USE     | 11/03/2020   | 138.80                | .00         |           | 100-35-64280 Medical Supplies                |
| 29                            | AERO COMPRESSED GASES  | 430842         | OXYGEN FOR MEDICAL USE     | 11/03/2020   | 34.00                 | .00         |           | 100-35-64280 Medical Supplies                |
| Total AERO COMPRESSED GASES:  |                        |                |                            |              | 172.80                | .00         |           |  |
| <b>ARCOA GROUP</b>            |                        |                |                            |              |                       |             |           |  |
| 4250                          | ARCOA GROUP            | 69930          | RECYCLING SERVICES ELECT   | 09/30/2020   | 253.30                | .00         |           | 100-43-62100 Contracted Services             |
| Total ARCOA GROUP:            |                        |                |                            |              | 253.30                | .00         |           |  |
| <b>BUY RIGHT, INC.</b>        |                        |                |                            |              |                       |             |           |  |
| 273                           | BUY RIGHT, INC.        | 14873-300513   | 12 BOTTLES OF MOTOR OIL FO | 10/29/2020   | 33.48                 | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance   |
| 273                           | BUY RIGHT, INC.        | 297889         | CREDIT ON BRAKE PARTS      | 11/03/2020   | 272.96-               | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance   |
| 273                           | BUY RIGHT, INC.        | 299883         | VEHICLE REPAIR PARTS       | 11/03/2020   | 47.19                 | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance   |
| 273                           | BUY RIGHT, INC.        | 300863         | DEF AND LAMPS              | 11/03/2020   | 23.88                 | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance   |
| 273                           | BUY RIGHT, INC.        | 301373         | OIL ABSORBENT              | 11/11/2020   | 16.72                 | .00         |           | 100-35-64070 Work Supplies                   |
| 273                           | BUY RIGHT, INC.        | 301437         | OIL ABSORBENT              | 11/11/2020   | 33.44                 | .00         |           | 100-35-64070 Work Supplies                   |
| 273                           | BUY RIGHT, INC.        | 301642         | REPAIR PARTS FOR MED 32    | 11/11/2020   | 251.05                | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance   |
| 273                           | BUY RIGHT, INC.        | 301810         | PARTS                      | 11/11/2020   | 12.72                 | .00         |           | 100-35-64250 Equipment Repairs & Maintenance |
| 273                           | BUY RIGHT, INC.        | 301821         | CREDIT FOR RETURNED PART   | 11/12/2020   | 116.34-               | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance   |
| Total BUY RIGHT, INC.:        |                        |                |                            |              | 29.18                 | .00         |           |  |
| <b>CARLOS CLEANING</b>        |                        |                |                            |              |                       |             |           |  |
| 2257                          | CARLOS CLEANING        | 2020-10        | OCT-20; MONTHLY CLEANING S | 10/31/2020   | 159.58                | .00         |           | 200-10-64100 Janitorial Supplies             |
| 2257                          | CARLOS CLEANING        | 2020-10        | OCT-20; MONTHLY CLEANING S | 10/31/2020   | 12.15                 | .00         |           | 200-27-64100 Janitorial Supplies             |
| 2257                          | CARLOS CLEANING        | 2020-10        | OCT-20; MONTHLY CLEANING S | 10/31/2020   | 44.54                 | .00         |           | 200-28-64100 Janitorial Supplies             |
| 2257                          | CARLOS CLEANING        | 2020-10        | OCT-20; MONTHLY CLEANING S | 10/31/2020   | 9.77                  | .00         |           | 200-29-64100 Janitorial Supplies             |
| 2257                          | CARLOS CLEANING        | 2020-10        | OCT-20; MONTHLY CLEANING S | 10/31/2020   | 12.15                 | .00         |           | 200-72-64100 Janitorial Supplies             |
| Total CARLOS CLEANING:        |                        |                |                            |              | 238.19                | .00         |           |  |
| <b>CLL SERVICES INC</b>       |                        |                |                            |              |                       |             |           |  |
| 9085                          | CLL SERVICES INC       | 490            | TURF MOWING MT. PLEASANT   | 08/23/2020   | 970.00                | .00         |           | 222-00-62700 Grounds Services                |
| 9085                          | CLL SERVICES INC       | 505            | TURF MOWING MT. PLEASANT   | 09/27/2020   | 970.00                | .00         |           | 222-00-62700 Grounds Services                |
| 9085                          | CLL SERVICES INC       | 506            | TURF MOWING MT. PLEASANT   | 09/27/2020   | 970.00                | .00         |           | 222-00-62700 Grounds Services                |

| Vendor                                       | Vendor Name                | Invoice Number | Description                | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                       |
|--|----------------------------|----------------|----------------------------|--------------|-----------------------|-------------|-----------|--|
| Total CLL SERVICES INC:                      |                            |                |                            |              | 2,910.00              | .00         |           |  |
| <b>COMPLETE OFFICE OF WISCONSIN</b>          |                            |                |                            |              |                       |             |           |  |
| 392  | COMPLETE OFFICE OF WISCO   | 791451         | JANITORIAL SUPPLIES        | 11/03/2020   | 45.77                 | .00         |           | 100-35-64100 Janitorial Supplies           |
| 392  | COMPLETE OFFICE OF WISCO   | 791451         | OFFICE SUPPLIES            | 11/03/2020   | 8.22                  | .00         |           | 100-35-64030 Office Supplies               |
| 392  | COMPLETE OFFICE OF WISCO   | 795882         | PAPER TOWELS               | 11/11/2020   | 43.99                 | .00         |           | 100-35-64100 Janitorial Supplies           |
| 392  | COMPLETE OFFICE OF WISCO   | 795882         | MAIL TRAYS FOR STATIONS 10 | 11/11/2020   | 17.64                 | .00         |           | 100-35-64030 Office Supplies               |
| 392  | COMPLETE OFFICE OF WISCO   | 796854         | PAPER TOWEL                | 11/11/2020   | 49.49                 | .00         |           | 100-35-64100 Janitorial Supplies           |
| 392  | COMPLETE OFFICE OF WISCO   | 797136         | SHARPIE, LETTER OPENER, N  | 11/04/2020   | 66.96                 | .00         |           | 100-32-64030 Office Supplies               |
| Total COMPLETE OFFICE OF WISCONSIN:          |                            |                |                            |              | 232.07                | .00         |           |  |
| <b>DIVERSIFIED BENEFIT SERVICES</b>          |                            |                |                            |              |                       |             |           |  |
| 525  | DIVERSIFIED BENEFIT SERVIC | 315586         | HRA ADMIN NOVEMBER         | 11/03/2020   | 750.30                | .00         |           | 100-90-62100 Contracted Services           |
| Total DIVERSIFIED BENEFIT SERVICES:          |                            |                |                            |              | 750.30                | .00         |           |  |
| <b>EWALDS HARTFORD FORD LLC</b>              |                            |                |                            |              |                       |             |           |  |
| 630  | EWALDS HARTFORD FORD LLC   | HFC23213       | 2020 FORD ESCAPE PURCHAS   | 11/10/2020   | 21,140.50             | .00         |           | 400-90-65040 Motorized Vehicles            |
| Total EWALDS HARTFORD FORD LLC:              |                            |                |                            |              | 21,140.50             | .00         |           |  |
| <b>FASTENAL</b>                              |                            |                |                            |              |                       |             |           |  |
| 637  | FASTENAL                   | WIRAC183954    | HARDHAT                    | 10/27/2020   | 43.50                 | .00         |           | 100-41-64070 Work Supplies                 |
| Total FASTENAL:                              |                            |                |                            |              | 43.50                 | .00         |           |  |
| <b>FIRE SERVICE</b>                          |                            |                |                            |              |                       |             |           |  |
| 3900   | FIRE SERVICE               | 21131          | DOOR SWITCH FOR E-11       | 11/11/2020   | 201.26                | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance |
| Total FIRE SERVICE:                          |                            |                |                            |              | 201.26                | .00         |           |  |
| <b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b> |                            |                |                            |              |                       |             |           |  |
| 666  | FOTH INFRASTRUCTURE & EN   | 69550          | TID #4 FOUR MILE ROAD RECO | 10/28/2020   | 10,639.53             | .00         |           | 414-00-61000 Professional Services         |
| Total FOTH INFRASTRUCTURE & ENVIRO, LLC:     |                            |                |                            |              | 10,639.53             | .00         |           |  |
| <b>FRANKSVILLE AUTOMOTIVE LLC</b>            |                            |                |                            |              |                       |             |           |  |
| 679  | FRANKSVILLE AUTOMOTIVE LL  | 14282          | #211 OIL CHANGE            | 10/30/2020   | 59.84                 | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance |
| 679  | FRANKSVILLE AUTOMOTIVE LL  | 14308          | #205 REPLACE DRIVE BELT/TE | 11/05/2020   | 202.50                | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance |
| Total FRANKSVILLE AUTOMOTIVE LLC:            |                            |                |                            |              | 262.34                | .00         |           |  |

| Vendor                                   | Vendor Name               | Invoice Number | Description                 | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                        |
|--|---------------------------|----------------|-----------------------------|--------------|-----------------------|-------------|-----------|---|
| <b>FRANKSVILLE OIL</b>                   |                           |                |                             |              |                       |             |           |   |
| 680                                      | FRANKSVILLE OIL           | 364157         | DIESEL FUEL FOR TESTING GE  | 10/26/2020   | 211.01                | .00         |           | 200-72-63200 Fuel, Oil, Fluids              |
| 680                                      | FRANKSVILLE OIL           | 364651         | 4000 GAL NL GAS AND SPIRAX  | 11/01/2020   | 6,300.00              | .00         |           | 100-41-63200 Fuel, Oil, Fluids              |
| 680                                      | FRANKSVILLE OIL           | 364659         | DIESEL FUEL FOR SATION 10 V | 11/03/2020   | 289.38                | .00         |           | 100-35-63200 Fuel, Oil, Fluids              |
| 680                                      | FRANKSVILLE OIL           | 81681          | CARES-TESTING; PROPANE      | 10/23/2020   | 292.03                | .00         |           | 200-72-64070 Work Supplies                  |
| 680                                      | FRANKSVILLE OIL           | T32418         | PAIL SPIRAX                 | 11/12/2020   | 90.16                 | .00         |           | 100-41-63200 Fuel, Oil, Fluids              |
| Total FRANKSVILLE OIL:                   |                           |                |                             |              | 7,182.58              | .00         |           |   |
| <b>FREDERICK MCCANN</b>                  |                           |                |                             |              |                       |             |           |   |
| 9132                                     | FREDERICK MCCANN          | NOV-20 REIMB   | CARES-TESTING; BOOT REIMB   | 11/04/2020   | 150.00                | .00         |           | 200-72-64070 Work Supplies                  |
| Total FREDERICK MCCANN:                  |                           |                |                             |              | 150.00                | .00         |           |   |
| <b>GT TRANSMISSIONS, INC.</b>            |                           |                |                             |              |                       |             |           |   |
| 765                                      | GT TRANSMISSIONS, INC.    | 16437          | MED 11 TRANSMISSION MAINT   | 11/11/2020   | 219.79                | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance  |
| 765                                      | GT TRANSMISSIONS, INC.    | 16454          | REPAIRS ON MED 11           | 11/11/2020   | 1,101.52              | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance  |
| Total GT TRANSMISSIONS, INC.:            |                           |                |                             |              | 1,321.31              | .00         |           |   |
| <b>HASTINGS AIR-ENERGY CONTROL, INC.</b> |                           |                |                             |              |                       |             |           |   |
| 783                                      | HASTINGS AIR-ENERGY CONT  | 185541         | SERVICE PLYMOVENT STATION   | 11/03/2020   | 222.45                | .00         |           | 100-35-64240 Building Repairs & Maintenance |
| Total HASTINGS AIR-ENERGY CONTROL, INC.: |                           |                |                             |              | 222.45                | .00         |           |   |
| <b>IDEMIA</b>                            |                           |                |                             |              |                       |             |           |   |
| 832                                      | IDEMIA                    | 133496         | YEARLY MAINTENANCE FINGE    | 11/06/2020   | 175.00                | .00         |           | 100-30-62100 Contracted Services            |
| Total IDEMIA:                            |                           |                |                             |              | 175.00                | .00         |           |   |
| <b>IMAGE TREND, INC.</b>                 |                           |                |                             |              |                       |             |           |   |
| 836                                      | IMAGE TREND, INC.         | 124848         | FIELD BRIDGE ANNUAL SUPPO   | 11/03/2020   | 900.00                | .00         |           | 100-35-51320 Memberships/Dues               |
| Total IMAGE TREND, INC.:                 |                           |                |                             |              | 900.00                | .00         |           |   |
| <b>JEFFREY CADY</b>                      |                           |                |                             |              |                       |             |           |   |
| 9130                                     | JEFFREY CADY              | REFUND-TOT     | TOTAL TAMALES EH LICENSE R  | 11/02/2020   | 872.00                | .00         |           | 200-10-44130 EH Permits & Licensing Fees    |
| Total JEFFREY CADY:                      |                           |                |                             |              | 872.00                | .00         |           |   |
| <b>JIMS GARAGE DOOR SERVICE, INC.</b>    |                           |                |                             |              |                       |             |           |   |
| 943                                      | JIMS GARAGE DOOR SERVICE, | 200765         | WOMENS DOOR-GORNEY PAR      | 11/02/2020   | 1,988.00              | .00         |           | 221-00-64240 Building Repairs & Maintenance |



| Vendor                                   | Vendor Name                | Invoice Number | Description                | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                        |
|--|----------------------------|----------------|----------------------------|--------------|-----------------------|-------------|-----------|---|
| Total JIMS GARAGE DOOR SERVICE, INC.:    |                            |                |                            |              | 1,988.00              | .00         |           |   |
| <b>JOHNS DISPOSAL SERVICE, INC.</b>      |                            |                |                            |              |                       |             |           |   |
| 967                                      | JOHNS DISPOSAL SERVICE, IN | 541280         | REFUSE SERVICES - OCT2020  | 10/26/2020   | 80,998.75             | .00         |           | 240-00-62100 Contracted Services            |
| 967                                      | JOHNS DISPOSAL SERVICE, IN | 541280         | RECYCLE SERVICES - OCT2020 | 10/26/2020   | 39,848.10             | .00         |           | 241-00-62100 Contracted Services            |
| Total JOHNS DISPOSAL SERVICE, INC.:      |                            |                |                            |              | 120,846.85            | .00         |           |   |
| <b>KARL H. SCHNABEL CO. INC.</b>         |                            |                |                            |              |                       |             |           |   |
| 1033                                     | KARL H. SCHNABEL CO. INC.  | 122482         | NEW HOME PAYMENT CALCUL    | 10/09/2020   | 46.95                 | .00         |           | 100-40-64070 Work Supplies                  |
| 1033                                     | KARL H. SCHNABEL CO. INC.  | 122531         | 8 - VOTER NUMBER PADS      | 10/27/2020   | 10.00                 | .00         |           | 100-12-64060 Copying & Printing             |
| Total KARL H. SCHNABEL CO. INC.:         |                            |                |                            |              | 56.95                 | .00         |           |   |
| <b>KENOSHA COUNTY DIVISION OF HEALTH</b> |                            |                |                            |              |                       |             |           |   |
| 2322                                     | KENOSHA COUNTY DIVISION O  | 20201103       | 2020 HUD LEAD GRANT APPLIC | 11/03/2020   | 1,250.00              | .00         |           | 200-10-61000 Professional Services          |
| Total KENOSHA COUNTY DIVISION OF HEALTH: |                            |                |                            |              | 1,250.00              | .00         |           |   |
| <b>KONICA MINOLTA</b>                    |                            |                |                            |              |                       |             |           |   |
| 1090                                     | KONICA MINOLTA             | 9007249503     | OCT-20; HV COPIER USE      | 10/31/2020   | 25.45                 | .00         |           | 200-28-64060 Copying & Printing             |
| 1090                                     | KONICA MINOLTA             | 9007249503     | OCT-20; HV COPIER USE      | 10/31/2020   | 6.36                  | .00         |           | 200-29-64060 Copying & Printing             |
| 1090                                     | KONICA MINOLTA             | 9007264006     | OCT-20; ADMIN COPIER USE   | 11/04/2020   | 23.72                 | .00         |           | 200-10-64060 Copying & Printing             |
| 1090                                     | KONICA MINOLTA             | 9007264006     | OCT-20; ADMIN COPIER USE   | 11/04/2020   | 134.46                | .00         |           | 200-72-64060 Copying & Printing             |
| Total KONICA MINOLTA:                    |                            |                |                            |              | 189.99                | .00         |           |   |
| <b>KORTENDICK HARDWARE</b>               |                            |                |                            |              |                       |             |           |   |
| 1096                                     | KORTENDICK HARDWARE        | 135741         | INSECT CONTROL             | 07/30/2020   | 21.57                 | .00         |           | 222-00-64100 Janitorial Supplies            |
| 1096                                     | KORTENDICK HARDWARE        | 137212         | FLUSH LEVER & EXTERIOR PAI | 10/05/2020   | 40.48                 | .00         |           | 221-00-64100 Janitorial Supplies            |
| 1096                                     | KORTENDICK HARDWARE        | 137265         | PAINT SUPPLIES             | 10/07/2020   | 42.28                 | .00         |           | 221-00-64070 Work Supplies                  |
| 1096                                     | KORTENDICK HARDWARE        | 137613         | PICTURE HANGING SUPPLIES   | 10/21/2020   | 8.99                  | .00         |           | 100-30-64030 Office Supplies                |
| 1096                                     | KORTENDICK HARDWARE        | 137860         | MISC. SUPPLIES             | 10/30/2020   | 33.26                 | .00         |           | 221-00-64070 Work Supplies                  |
| 1096                                     | KORTENDICK HARDWARE        | 137894         | FLAG POLE CLIPS, DOUBLE SI | 11/03/2020   | 13.65                 | .00         |           | 100-35-64240 Building Repairs & Maintenance |
| 1096                                     | KORTENDICK HARDWARE        | 137975         | LITHIUM BATTERIES          | 11/11/2020   | 6.29                  | .00         |           | 100-35-64070 Work Supplies                  |
| 1096                                     | KORTENDICK HARDWARE        | 138069         | CHAIN                      | 11/09/2020   | 87.00                 | .00         |           | 221-00-64070 Work Supplies                  |
| 1096                                     | KORTENDICK HARDWARE        | 138173         | STIHL MOTOMIX, INSECT TRAP | 11/12/2020   | 47.87                 | .00         |           | 222-00-64070 Work Supplies                  |
| 1096                                     | KORTENDICK HARDWARE        | 173244         | MOUSE TRAPS FOR WEST ANN   | 10/06/2020   | 11.86                 | .00         |           | 100-30-64070 Work Supplies                  |
| Total KORTENDICK HARDWARE:               |                            |                |                            |              | 313.25                | .00         |           |   |
| <b>KRANZ, INC.</b>                       |                            |                |                            |              |                       |             |           |   |
| 1097                                     | KRANZ, INC.                | 1733988-00     | LAUNDRY DETERGENT & CLEA   | 11/11/2020   | 68.97                 | .00         |           | 100-35-64100 Janitorial Supplies            |

| Vendor                              | Vendor Name               | Invoice Number  | Description                    | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                        |
|-------------------------------------|---------------------------|-----------------|--------------------------------|--------------|-----------------------|-------------|-----------|---|
| Total KRANZ, INC.:                  |                           |                 |                                |              | 68.97                 | .00         |           |   |
| <b>LANGUAGE LINE SERVICES</b>       |                           |                 |                                |              |                       |             |           |   |
| 2330                                | LANGUAGE LINE SERVICES    | 4907023         | OCT-20; CARES-CT; TRANSLATI    | 10/31/2020   | 248.39                | .00         |           | 200-72-61000 Professional Services          |
| Total LANGUAGE LINE SERVICES:       |                           |                 |                                |              | 248.39                | .00         |           |   |
| <b>LASER TECHNOLOGY, INC.</b>       |                           |                 |                                |              |                       |             |           |   |
| 9086                                | LASER TECHNOLOGY, INC.    | 178130          | REPAIR POLARIZING FILTER O     | 11/05/2020   | 318.00                | .00         |           | 100-30-64250 Equipment Repairs & Maintenanc |
| Total LASER TECHNOLOGY, INC.:       |                           |                 |                                |              | 318.00                | .00         |           |   |
| <b>MARTIN FORD, INC.</b>            |                           |                 |                                |              |                       |             |           |   |
| 1234                                | MARTIN FORD, INC.         | 123564          | #210 FIX LEAKY EXHAUST         | 09/10/2020   | 721.69                | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance  |
| 1234                                | MARTIN FORD, INC.         | 124203          | #210 SPARK PLUGS/COIL,COOL     | 10/30/2020   | 408.84                | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance  |
| 1234                                | MARTIN FORD, INC.         | 124228          | OIL AND FILTER CHANGE #218     | 11/03/2020   | 35.00                 | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance  |
| 1234                                | MARTIN FORD, INC.         | 124240          | #215 CHANGE OIL AND FILTER     | 11/05/2020   | 35.00                 | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance  |
| 1234                                | MARTIN FORD, INC.         | 303750          | PARTS FOR MED 12               | 11/11/2020   | 45.66                 | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance  |
| 1234                                | MARTIN FORD, INC.         | 304155          | PARTS FOR MED 12               | 11/11/2020   | 34.00                 | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance  |
| Total MARTIN FORD, INC.:            |                           |                 |                                |              | 1,212.19              | .00         |           |   |
| <b>MEALY FUNERAL HOME</b>           |                           |                 |                                |              |                       |             |           |   |
| 1924                                | MEALY FUNERAL HOME        | Refund Dilliona | REFUND OF ADMIN BURIAL FE      | 10/30/2020   | 300.00                | .00         |           | 220-00-46600 Cemetery Services              |
| Total MEALY FUNERAL HOME:           |                           |                 |                                |              | 300.00                | .00         |           |   |
| <b>MENARDS RACINE</b>               |                           |                 |                                |              |                       |             |           |   |
| 1281                                | MENARDS RACINE            | 11503           | PLASTIC TILE                   | 10/26/2020   | 69.83                 | .00         |           | 100-41-64240 Building Repairs & Maintenance |
| 1281                                | MENARDS RACINE            | 11679           | WINDOW BLINDS FOR STATION      | 11/03/2020   | 31.94                 | .00         |           | 100-35-64240 Building Repairs & Maintenance |
| 1281                                | MENARDS RACINE            | 11718           | TUBING FOR NEW PLAYGROUN       | 10/29/2020   | 47.99                 | .00         |           | 221-00-64070 Work Supplies                  |
| 1281                                | MENARDS RACINE            | 11718           | ADHESIVE TAPE                  | 10/29/2020   | 1.49                  | .00         |           | 100-43-64070 Work Supplies                  |
| Total MENARDS RACINE:               |                           |                 |                                |              | 151.25                | .00         |           |   |
| <b>MOBILE REDUCTION SPECIALISTS</b> |                           |                 |                                |              |                       |             |           |   |
| 1345                                | MOBILE REDUCTION SPECIALI | 64869           | 3 - 30 CU YD CONTAINERS 11/    | 11/02/2020   | 1,275.00              | .00         |           | 241-00-62800 Waste Disposal                 |
| 1345                                | MOBILE REDUCTION SPECIALI | 64874           | 2 - 30 YD CONTAINERS -- 11-2-2 | 11/03/2020   | 850.00                | .00         |           | 241-00-62800 Waste Disposal                 |
| 1345                                | MOBILE REDUCTION SPECIALI | 64899           | 10 - 30 CU YD CONTAINERS 11    | 11/09/2020   | 4,250.00              | .00         |           | 241-00-62800 Waste Disposal                 |
| Total MOBILE REDUCTION SPECIALISTS: |                           |                 |                                |              | 6,375.00              | .00         |           |   |

| Vendor                                   | Vendor Name              | Invoice Number | Description                | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                        |
|--|--------------------------|----------------|----------------------------|--------------|-----------------------|-------------|-----------|---|
| <b>OFFICE DEPOT</b>                      |                          |                |                            |              |                       |             |           |   |
| 1426                                     | OFFICE DEPOT             | 16419843       | ENVELOPES, PAPER TOWEL, P  | 10/31/2020   | 712.73                | .00         |           | 100-13-64030 Office Supplies                |
| Total OFFICE DEPOT:                      |                          |                |                            |              | 712.73                | .00         |           |   |
| <b>PATS SERVICES INC.</b>                |                          |                |                            |              |                       |             |           |   |
| 1462                                     | PATS SERVICES INC.       | A-205831       | PORTABLE TOILET AT YARDWA  | 10/29/2020   | 90.00                 | .00         |           | 241-00-62100 Contracted Services            |
| 1462                                     | PATS SERVICES INC.       | A-206152       | 1 PORTABLE HANDICAP TOILET | 10/30/2020   | 72.25                 | .00         |           | 221-00-62100 Contracted Services            |
| 1462                                     | PATS SERVICES INC.       | A-206152       | 1 PORTABLE TOILET AT GORNE | 10/30/2020   | 46.45                 | .00         |           | 221-00-62100 Contracted Services            |
| 1462                                     | PATS SERVICES INC.       | A-206168       | 1 PORTABLE TOILET FOR LINW | 10/30/2020   | 72.25                 | .00         |           | 221-00-62100 Contracted Services            |
| 1462                                     | PATS SERVICES INC.       | A-206169       | PORTABLE TOILET @ NICHOLS  | 10/30/2020   | 72.25                 | .00         |           | 221-00-62100 Contracted Services            |
| Total PATS SERVICES INC.:                |                          |                |                            |              | 353.20                | .00         |           |   |
| <b>PAYNE &amp; DOLAN, INC.</b>           |                          |                |                            |              |                       |             |           |   |
| 1474                                     | PAYNE & DOLAN, INC.      | 1714021        | 7.24 TONS OF HOT-MIX       | 11/03/2020   | 441.64                | .00         |           | 100-41-64090 Road Maintenance Materials     |
| 1474                                     | PAYNE & DOLAN, INC.      | 1714513        | TB RIVERHILLS SHOULDERING  | 11/03/2020   | 2,341.92              | .00         |           | 400-41-65080 Road Improvements              |
| Total PAYNE & DOLAN, INC.:               |                          |                |                            |              | 2,783.56              | .00         |           |   |
| <b>POMPS TIRE SERVICE</b>                |                          |                |                            |              |                       |             |           |   |
| 1517                                     | POMPS TIRE SERVICE       | 160102029      | 4 REAR TIRES FOR Q10       | 11/03/2020   | 2,180.20              | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance  |
| Total POMPS TIRE SERVICE:                |                          |                |                            |              | 2,180.20              | .00         |           |   |
| <b>Praetorian Digital</b>                |                          |                |                            |              |                       |             |           |   |
| 9131                                     | Praetorian Digital       | inv682         | ANNUAL POLICEONE ACEDEM    | 10/28/2020   | 2,690.00              | .00         |           | 100-30-51300 Education/Training/Conferences |
| Total Praetorian Digital:                |                          |                |                            |              | 2,690.00              | .00         |           |   |
| <b>PROFESSIONAL SERVICES GROUP, INC.</b> |                          |                |                            |              |                       |             |           |   |
| 4723                                     | PROFESSIONAL SERVICES GR | CRCHD102020    | OCT-20; CARES-CONTACT TRA  | 11/05/2020   | 38,911.25             | .00         |           | 200-72-62100 Contracted Services            |
| Total PROFESSIONAL SERVICES GROUP, INC.: |                          |                |                            |              | 38,911.25             | .00         |           |   |
| <b>PRUITT, EKES &amp; GEARY, SC</b>      |                          |                |                            |              |                       |             |           |   |
| 1534                                     | PRUITT, EKES & GEARY, SC | 2573           | OCT-20; ADMIN ATTORNEY CO  | 11/03/2020   | 1,011.20              | .00         |           | 200-10-61100 Attorney Fees                  |
| 1534                                     | PRUITT, EKES & GEARY, SC | 2573           | OCT-20; CARES-CT ATTORNEY  | 11/03/2020   | 347.60                | .00         |           | 200-72-61100 Attorney Fees                  |
| Total PRUITT, EKES & GEARY, SC:          |                          |                |                            |              | 1,358.80              | .00         |           |   |
| <b>RACINE COUNTY</b>                     |                          |                |                            |              |                       |             |           |   |
| 1548                                     | RACINE COUNTY            | 11102020       | IT SERVICES OCTOBER        | 11/10/2020   | 3,186.10              | .00         |           | 100-90-64310 IT Contracted Services         |
| 1548                                     | RACINE COUNTY            | 20-CRCHD-16    | CARES-TESTING; TEST CLINIC | 11/09/2020   | 39.78                 | .00         |           | 200-72-64060 Copying & Printing             |

| Vendor                           | Vendor Name             | Invoice Number | Description                | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                       |
|----------------------------------|-------------------------|----------------|----------------------------|--------------|-----------------------|-------------|-----------|--|
| 1548                             | RACINE COUNTY           | 20-CRHD-17     | CARES-TESTING; SPANISH CLI | 11/09/2020   | 8.45                  | .00         |           | 200-72-64060 Copying & Printing            |
| Total RACINE COUNTY:             |                         |                |                            |              | 3,234.33              | .00         |           |  |
| <b>RACINE COUNTY TREASURER</b>   |                         |                |                            |              |                       |             |           |  |
| 1561                             | RACINE COUNTY TREASURER | 102020         | OCTOBER 2020 COURT FINES   | 10/30/2020   | 2,726.00              | .00         |           | 100-00-45110 Muni Court Fines              |
| Total RACINE COUNTY TREASURER:   |                         |                |                            |              | 2,726.00              | .00         |           |  |
| <b>RACINE RECOVERY</b>           |                         |                |                            |              |                       |             |           |  |
| 1568                             | RACINE RECOVERY         | 8248           | #208 TOW                   | 11/05/2020   | 75.00                 | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance |
| 1568                             | RACINE RECOVERY         | 9124           | #211 TOW BILL              | 11/02/2020   | 75.00                 | .00         |           | 100-30-63300 Vehicle Repairs & Maintenance |
| Total RACINE RECOVERY:           |                         |                |                            |              | 150.00                | .00         |           |  |
| <b>RDS TRUCK SERVICE INC.</b>    |                         |                |                            |              |                       |             |           |  |
| 1603                             | RDS TRUCK SERVICE INC.  | 00049272       | LEVELING VALVE             | 11/02/2020   | 58.27                 | .00         |           | 100-41-63300 Vehicle Repairs & Maintenance |
| 1603                             | RDS TRUCK SERVICE INC.  | 00049301       | COOLANT LINE #44           | 11/04/2020   | 262.45                | .00         |           | 100-41-64250 Equipment Repairs & Maintenan |
| 1603                             | RDS TRUCK SERVICE INC.  | 00049307       | SILICONE HOSE              | 11/04/2020   | 33.25                 | .00         |           | 100-41-64250 Equipment Repairs & Maintenan |
| 1603                             | RDS TRUCK SERVICE INC.  | 00049330       | BRAKE PARTS #38            | 11/11/2020   | 183.46                | .00         |           | 100-41-63300 Vehicle Repairs & Maintenance |
| 1603                             | RDS TRUCK SERVICE INC.  | 00049336       | AUTO TRANS FLUID           | 11/11/2020   | 172.55                | .00         |           | 100-41-63300 Vehicle Repairs & Maintenance |
| Total RDS TRUCK SERVICE INC.:    |                         |                |                            |              | 709.98                | .00         |           |  |
| <b>RELIANT FIRE APPARATUS</b>    |                         |                |                            |              |                       |             |           |  |
| 1619                             | RELIANT FIRE APPARATUS  | 4W1000020      | PUMP TEST ENGINE 12        | 11/03/2020   | 301.50                | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance |
| 1619                             | RELIANT FIRE APPARATUS  | 4W1000025      | PUMP TEST ENGINE 11        | 11/03/2020   | 301.50                | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance |
| 1619                             | RELIANT FIRE APPARATUS  | 4W1000027      | PUMP TEST Q-10             | 11/03/2020   | 301.50                | .00         |           | 100-35-63300 Vehicle Repairs & Maintenance |
| Total RELIANT FIRE APPARATUS:    |                         |                |                            |              | 904.50                | .00         |           |  |
| <b>ROYAL CAR CARE INC.</b>       |                         |                |                            |              |                       |             |           |  |
| 1708                             | ROYAL CAR CARE INC.     | 120216970      | OIL CHANGE 2017 FORD ESCA  | 10/02/2020   | 44.99                 | .00         |           | 100-40-64250 Equipment Repairs & Maintenan |
| Total ROYAL CAR CARE INC.:       |                         |                |                            |              | 44.99                 | .00         |           |  |
| <b>S &amp; W HEALTHCARE CORP</b> |                         |                |                            |              |                       |             |           |  |
| 1728                             | S & W HEALTHCARE CORP   | 304136         | EMS SUPPLIES               | 11/03/2020   | 290.65                | .00         |           | 100-35-64280 Medical Supplies              |
| Total S & W HEALTHCARE CORP:     |                         |                |                            |              | 290.65                | .00         |           |  |
| <b>SHAFFER ELECTRIC</b>          |                         |                |                            |              |                       |             |           |  |
| 1781                             | SHAFFER ELECTRIC        | RECEIPT# 100   | ELECTRIC PERMIT REFUND     | 10/30/2020   | 57.00                 | .00         |           | 100-00-44390 Fence Permits                 |

| Vendor                                 | Vendor Name               | Invoice Number | Description                   | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                        |
|--|---------------------------|----------------|-------------------------------|--------------|-----------------------|-------------|-----------|---|
| Total SHAFFER ELECTRIC:                |                           |                |                               |              | 57.00                 | .00         |           |   |
| <b>SHRED-IT USA</b>                    |                           |                |                               |              |                       |             |           |   |
| 1800                                   | SHRED-IT USA              | 8180726385     | 1 -- ON SITE SHRED CONTAINERS | 10/22/2020   | 17.53                 | .00         |           | 100-43-62100 Contracted Services            |
| 1800                                   | SHRED-IT USA              | 8180726533     | PAPER SHREDDING SERVICES      | 10/22/2020   | 17.53                 | .00         |           | 100-30-62100 Contracted Services            |
| Total SHRED-IT USA:                    |                           |                |                               |              | 35.06                 | .00         |           |   |
| <b>SME SEASONAL SERVICES LLC</b>       |                           |                |                               |              |                       |             |           |   |
| 1813                                   | SME SEASONAL SERVICES LL  | 5565           | MOWING SERVICES VILLAGE H     | 10/30/2020   | 440.00                | .00         |           | 100-43-62100 Contracted Services            |
| 1813                                   | SME SEASONAL SERVICES LL  | 5593           | GROUND SERVICES GORNEY, C     | 10/31/2020   | 1,799.95              | .00         |           | 221-00-62700 Grounds Services               |
| 1813                                   | SME SEASONAL SERVICES LL  | 5593           | GROUNDS SERVICE CALEDONI      | 10/31/2020   | 633.35                | .00         |           | 220-00-62700 Grounds Services               |
| 1813                                   | SME SEASONAL SERVICES LL  | 5594           | MOWING GORNEY SOCCER FI       | 10/31/2020   | 450.00                | .00         |           | 221-00-62700 Grounds Services               |
| Total SME SEASONAL SERVICES LLC:       |                           |                |                               |              | 3,323.30              | .00         |           |   |
| <b>SOUTHPORT ENGINEERED SYSTEMS</b>    |                           |                |                               |              |                       |             |           |   |
| 1826                                   | SOUTHPORT ENGINEERED SY   | W28744         | BOILER SERVICE STATION 12     | 11/03/2020   | 643.50                | .00         |           | 100-35-64240 Building Repairs & Maintenance |
| Total SOUTHPORT ENGINEERED SYSTEMS:    |                           |                |                               |              | 643.50                | .00         |           |   |
| <b>STATE OF WISCONSIN</b>              |                           |                |                               |              |                       |             |           |   |
| 1861                                   | STATE OF WISCONSIN        | 102020         | OCTOBER 2020 COURT FINES      | 10/30/2020   | 8,625.58              | .00         |           | 100-00-45110 Muni Court Fines               |
| Total STATE OF WISCONSIN:              |                           |                |                               |              | 8,625.58              | .00         |           |   |
| <b>STREICHERS</b>                      |                           |                |                               |              |                       |             |           |   |
| 1895                                   | STREICHERS                | I1453411       | ID PATCHES FOR RTF            | 11/11/2020   | 90.00                 | .00         |           | 250-35-64190 Fire Aids & Training           |
| Total STREICHERS:                      |                           |                |                               |              | 90.00                 | .00         |           |   |
| <b>TRANSUNION RISK AND ALTERNATIVE</b> |                           |                |                               |              |                       |             |           |   |
| 2007                                   | TRANSUNION RISK AND ALTER | 781849-20201   | OCTOBER CHARGES FOR TLO       | 11/01/2020   | 55.50                 | .00         |           | 100-30-62100 Contracted Services            |
| Total TRANSUNION RISK AND ALTERNATIVE: |                           |                |                               |              | 55.50                 | .00         |           |   |
| <b>ULINE</b>                           |                           |                |                               |              |                       |             |           |   |
| 2030                                   | ULINE                     | 125400286      | CARES-TESTING; GLOVES         | 10/13/2020   | 7,575.31              | .00         |           | 200-72-64070 Work Supplies                  |
| 2030                                   | ULINE                     | 45106887       | CARES-TESTING; CANOPY (2)     | 11/04/2020   | 810.30                | .00         |           | 200-72-64070 Work Supplies                  |
| 2030                                   | ULINE                     | 45145576       | CARES-TESTING; TRAFFIC CO     | 11/05/2020   | 454.30                | .00         |           | 200-72-64070 Work Supplies                  |
| Total ULINE:                           |                           |                |                               |              | 8,839.91              | .00         |           |   |

| Vendor                                     | Vendor Name              | Invoice Number | Description                | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title                        |
|--|--------------------------|----------------|----------------------------|--------------|-----------------------|-------------|-----------|---|
| <b>US BANK CORPORATE REAL ESTATE</b>       |                          |                |                            |              |                       |             |           |   |
| 2435                                       | US BANK CORPORATE REAL E | 179046; NOV-2  | NOV-20; BUILDING RENT      | 11/01/2020   | 3,530.11              | .00         |           | 200-10-61700 Property Rental                |
| 2435                                       | US BANK CORPORATE REAL E | 179046; NOV-2  | NOV-20; BUILDING RENT      | 11/01/2020   | 268.71                | .00         |           | 200-27-61700 Property Rental                |
| 2435                                       | US BANK CORPORATE REAL E | 179046; NOV-2  | NOV-20; BUILDING RENT      | 11/01/2020   | 985.27                | .00         |           | 200-28-61700 Property Rental                |
| 2435                                       | US BANK CORPORATE REAL E | 179046; NOV-2  | NOV-20; BUILDING RENT      | 11/01/2020   | 216.02                | .00         |           | 200-29-61700 Property Rental                |
| 2435                                       | US BANK CORPORATE REAL E | 179046; NOV-2  | NOV-20; BUILDING RENT      | 11/01/2020   | 268.71                | .00         |           | 200-72-61700 Property Rental                |
| Total US BANK CORPORATE REAL ESTATE:       |                          |                |                            |              | 5,268.82              | .00         |           |   |
| <b>VISUAL COMMUNICATIONS AND FLEET LLC</b> |                          |                |                            |              |                       |             |           |   |
| 2088                                       | VISUAL COMMUNICATIONS AN | 175            | NEW LIGHTS ON NEW SQUADS   | 11/10/2020   | 5,115.00              | .00         |           | 400-30-65040 Equipment-Vehicles             |
| Total VISUAL COMMUNICATIONS AND FLEET LLC: |                          |                |                            |              | 5,115.00              | .00         |           |   |
| <b>VON BRIESEN &amp; ROPER SC</b>          |                          |                |                            |              |                       |             |           |   |
| 2091                                       | VON BRIESEN & ROPER SC   | 332932         | AUG-20; COVID19 OPEN RECO  | 09/21/2020   | 1,738.50              | .00         |           | 200-72-61100 Attorney Fees                  |
| 2091                                       | VON BRIESEN & ROPER SC   | 332933         | AUG-20; OFRT HIPAA CONSULT | 09/21/2020   | 827.00                | .00         |           | 200-10-61100 Attorney Fees                  |
| 2091                                       | VON BRIESEN & ROPER SC   | 332933         | AUG-20; CARES-CT HIPAA CON | 09/21/2020   | 142.00                | .00         |           | 200-72-61100 Attorney Fees                  |
| 2091                                       | VON BRIESEN & ROPER SC   | 335720         | LABOR & PROFESSIONAL SER   | 10/27/2020   | 5,396.50              | .00         |           | 100-90-61100 Attorney Fees                  |
| 2091                                       | VON BRIESEN & ROPER SC   | 335721         | SEP-20; COVID-19 OPEN RECO | 10/27/2020   | 171.00                | .00         |           | 200-72-61100 Attorney Fees                  |
| 2091                                       | VON BRIESEN & ROPER SC   | 335722         | SEP-20; CARES-CT HIPAA CON | 10/27/2020   | 1,197.00              | .00         |           | 200-72-61100 Attorney Fees                  |
| Total VON BRIESEN & ROPER SC:              |                          |                |                            |              | 9,472.00              | .00         |           |   |
| <b>WAUKESHA COUNTY TECHNICAL COLLEGE</b>   |                          |                |                            |              |                       |             |           |   |
| 2106                                       | WAUKESHA COUNTY TECHNIC  | s0727196       | MATERIAL FEES FOR COURSE   | 10/26/2020   | 32.28                 | .00         |           | 100-30-51300 Education/Training/Conferences |
| Total WAUKESHA COUNTY TECHNICAL COLLEGE:   |                          |                |                            |              | 32.28                 | .00         |           |   |
| <b>WEST ALLIS BLUEPRINT</b>                |                          |                |                            |              |                       |             |           |   |
| 2127                                       | WEST ALLIS BLUEPRINT     | 149990         | LARGE FORMAT COPIER        | 10/29/2020   | 5,600.00              | .00         |           | 400-42-65030 Equipment                      |
| Total WEST ALLIS BLUEPRINT:                |                          |                |                            |              | 5,600.00              | .00         |           |   |
| <b>WISCONSIN DEPT OF TRANSPORTATION</b>    |                          |                |                            |              |                       |             |           |   |
| 2168                                       | WISCONSIN DEPT OF TRANSP | 395000019395   | HOODS CREEK RD - NOV. 2020 | 11/03/2020   | 59,291.48             | .00         |           | 400-40-65120 Hoods Creek Bridge             |
| Total WISCONSIN DEPT OF TRANSPORTATION:    |                          |                |                            |              | 59,291.48             | .00         |           |   |
| Grand Totals:                              |                          |                |                            |              | 349,435.44            | .00         |           |   |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net<br>Invoice Amount | Amount Paid | Date Paid | GL Account and Title |
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Dated: \_\_\_\_\_

Village President: \_\_\_\_\_

Village Board: \_\_\_\_\_

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\_\_\_\_\_

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\_\_\_\_\_

Village Clerk: \_\_\_\_\_

**ORDINANCE NO. 2020-18**

**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(P) ADDING AN AMENDMENT TO THE VILLAGE'S COMPREHENSIVE PLAN AND AFFECTING 5915, 5919, AND 5945 ERIE STREET PART OF THE NE 1/4 OF SEC. 21, T4N, R23E, VILLAGE OF CALEDONIA; CONTAINING 20 ACRES, MORE OR LESS; FROM COMMERCIAL, GOVERNMENTAL & INSTITUTIONAL, AND PRIMARY ENVIRONMENTAL CORRIDOR TO HIGH DENSITY RESIDENTIAL (LESS THAN 6,200 SF PER DWELLING); VILLAGE OF CALEDONIA, OWNER**

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

1. That pursuant to Section 61.35 of the Wisconsin Statutes, the Village of Caledonia is authorized to prepare and adopt a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

2. That the Village Board, by the enactment of Ordinance No. 2009-07, created Section 13-2-1 of the Municipal Code of Ordinances and formally adopted the document titled "A Multi-Jurisdictional Comprehensive Plan for Racine County: 2035" as the Village Comprehensive Plan, and incorporated said plan into Section 13-2-1. The Village Board subsequently created Section 13-2-2 to track approved amendments to the Plan.

3. That the Plan Commission, by a majority vote of the entire Commission at a meeting held on November 16, 2020, after a public hearing, recommended to the Village Board the adoption of amendments to change the land use designation on three parcels located at 5915, 5919, and 5945 Erie Street with Parcel ID Nos. 104-04-23-21-003-000, 104-04-23-21-006-000, and 104-04-23-21-005-000; part of the NE ¼ of Sec. 21, T4N, R23E, Village of Caledonia, Racine County, WI. These parcels located at 5915, 5919, and 5945 Erie Street contain 20 acres, more or less; Village of Caledonia, Owner; changing the Land Use Map categories from Commercial, Governmental & Institutional, and Primary Environmental Corridor to High Density Residential (less than 6,200 SF per dwelling) on the Village Land Use Plan adopted by the Village Board as part of the multi-jurisdictional comprehensive plan.

4. The Village published and posted a Class 1 public notice and held a public hearing regarding the plan amendments on October 15, 2020.

5. The Village Board of the Village of Caledonia hereby adopts the proposed Comprehensive Plan amendments for the Village of Caledonia, for the following reasons:

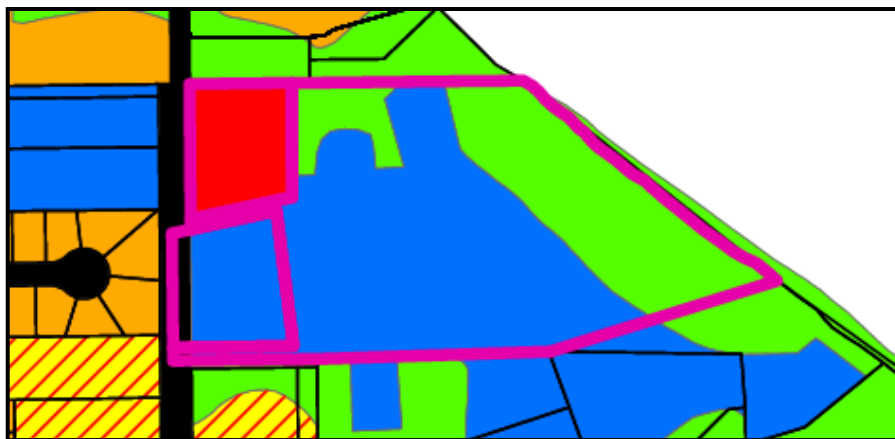
- a. The requested land use designation of High Density Residential is compatible with adjacent land use plan designations.



- b. This Land Use Plan amendment will lay the foundation for rezoning of the subject property to R-8 PUD, Planned Residential District, Planned Unit Development for the redevelopment of blighted properties.

6. That Section 13-2-2(p) of the Municipal Code for the Village of Caledonia be, and hereby is, created to read as follows:

“(p) Amendments to the land use categories on Map 3 entitled “Recommended Land Use Plan for the Village of Caledonia: 2035” for Parcel Id. Nos. 104-04-23-21-003-000, 104-04-23-21-006-000, and 104-04-23-21-005-000; part of the SE 1/4 of Sec. 21, T4N, R23E, Village of Caledonia, Racine County, WI. The parcels located at 5915, 5919, and 5945 Erie Street containing 20 acres, more or less, changing the land use plan map categories for these lands from Commercial, Governmental & Institutional, and Primary Environmental Corridor to High Density Residential (less than 6,200 SF per dwelling) on the Village Land Use Plan Map adopted by the Village Board as part of the multi-jurisdictional comprehensive plan as shown below bordered in purple.



7. The Village Clerk is directed to send a copy of this ordinance and the plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.

8. That after a sufficient number of land use plan amendments have occurred, the Village Clerk shall cause the land use map of the Comprehensive Plan to be updated to reflect the amendment herein.

9. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_ day of November 2020.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs, President

Attest: \_\_\_\_\_  
Karie Pope, Village Clerk

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**MEMORANDUM**

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**TO:** PLAN COMMISSION & VILLAGE BOARD

**FROM:** PETER WAGNER

**SUBJECT:** DRAFT CONDITIONS & RESTRICTIONS – WATER’S EDGE PLACE

**DATE:** NOVEMBER 12, 2020

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The proposed conditions and restrictions included with the request to rezone the parcels at 5945, 5919, & 5915 Erie Street are a draft. The applicant may revise the proposed conditions and restrictions prior to Monday’s meeting.

**ORDINANCE NO. 2020-19**

**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 ±1.9 ACRES FOR THE PROPERTY AT 5945 ERIE STREET, NE ¼ OF SEC. 21, T4N, R23E, FROM B-1, NEIGHBORHOOD BUSINESS DISTRICT AND REZONE ±18.1 ACRES FOR PROPERTIES LOCATED AT 5919 AND 5915 ERIE STREET, NE ¼ OF SEC. 21, T4N, R23E, FROM P-1, INSTITUTIONAL PARK DISTRICT TO R-8 PUD, PLANNED RESIDENTIAL DISTRICT PLANNED UNIT DEVELOPMENT, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; VILLAGE OF CALEDONIA, OWNER**

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

- A. Request to rezone land from: B-1, Neighborhood Business District to R-8 PUD, Planned Residential District, Planned Unit Development, for the parcel located at 5945 Erie Street Parcel ID No. 104-04-23-21-003-000 containing 1.9 acres more or less and rezone land from P-1, Institutional Park District to R-8 PUD, Planned Residential District, Planned Unit Development, for the parcels located at 5919 and 5915 Erie Street, Parcel ID Nos. 104-04-23-21-006-000 and 104-04-23-21-005-000 containing 18.1 acres more or less which is shown on the highlighted map on the attached **Exhibit A** and is legally described on **Exhibit B** is approved subject to the conditions and restrictions set forth in **Exhibit B** for the following reasons:
1. This rezoning will not adversely affect the surrounding property values.
  2. This rezoning is compatible with surrounding uses in the area.
  3. The 2035 Land Use Plan designates this property as High Density Residential. The proposed rezoning is in accord with the 2035 Land Use Plan designation for the subject property.
  4. This rezoning will result in a multi-family development like what is illustrated in **Exhibit B**.
- B. That in order to update the zoning map adopted under Section 20-212 of the Racine County Code of Ordinances adopted by the Village of Caledonia under Section 16-1-1(a) of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;
- C. That the zoning map be, and hereby is, amended as follows:

The land comprising ±1.9 acres and a part of NE ¼ of Sec. 21 T4N, R23E, of the parcel located at 5945 Erie Street, Village of Caledonia, Racine County, WI with Parcel ID No. 104-04-23-21-003-000 to be rezoned from B-1, Neighborhood Business District to R-8 PUD, Planned Residential District, Planned Unit Development and land comprising ±18.1 acres and part of NE ¼ of Sec. 21 T4N, R23E, for the parcels located at 5919 and 5915 Erie Street, Village of Caledonia, Racine County, WI with Parcel ID Nos. 104-04-23-21-005-000, 104-04-23-21-006-000 to be rezoned from P-1, Institutional Park District to R-8 PUD, Planned Residential District Planned Unit

Development, Village of Caledonia, Racine County, WI; which are highlighted on the attached **Exhibit A**.

- D. That the Village Clerk shall cause the official Zoning Map of the Village of Caledonia to be amended to reflect the amendment to the zoning classification adopted herein.
- E. The Planned Unit Development overlay is bound by the conditions and restrictions as described in **Exhibit B**, attached hereto.
- F. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of November, 2020.

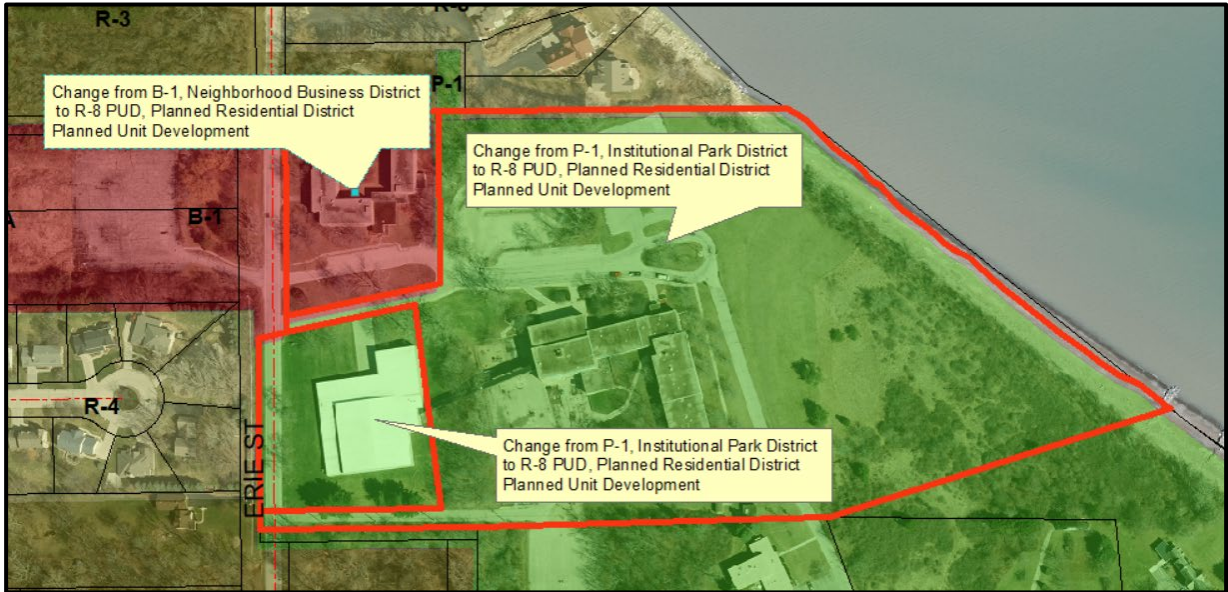
**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_ /s/  
James R. Dobbs, Village President

Attest: \_\_\_\_\_ /s/  
Karie Pope, Village Clerk

## Exhibit A

Rezoning Map Area for parcels located at 5945, 5919, and 5915 Erie Street



**Exhibit B: Water's Edge Place Planned Unit Development (PUD) Conditions & Restrictions**

Applicant: CCM-Caledonia LLC

Approved by Plan Commission: \_\_\_\_\_

Property Address(es): 4915, 4919, & 4945 Erie Street    Approved by Village Board: \_\_\_\_\_

Parcel ID Nos.: 104-04-23-21-003-000, 104-04-23-21-005-000, 104-04-23-21-006-000

1. LEGAL DESCRIPTION

**5945 Erie Street (Parcel ID No. 104-04-23-21-003-000)**

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

**5919 Erie Street (Parcel ID No. 104-04-23-21-005-000)**

That part of the Northeast fractional 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at the North 1/4 corner of said Section 21; thence South along the North and South 1/4 line of said Section, 724.41 feet; thence East parallel with the North line of said Section 1861.6 feet to water's edge of Lake Michigan; thence Northwesterly along said water's edge to the North line of said Section ; thence West along said North line of Section 21, 1088.5 feet to the place of beginning. EXCEPTING THEREFROM land conveyed by deeds as recorded on April 12, 1978 as Document No. 1024958 and as recorded on September 7, 1979 as Document No. 1059987, and ALSO EXCEPTING THEREFROM the following: That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at the North 1/4 corner of said Section 21; run thence South 89°58'39" East 316.00 feet on the North line of said Section; thence South 00°05'51" West 299.37 feet; thence South 78°30'36" West 322.57 feet to the North and South 1/4 line of said Section 21; thence North 00°05'51" East 363.75 feet on the said North and South 1/4 line to the point of beginning. ALSO FURTHER EXCEPTING THEREFROM the following: That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, described as follows: Commence at a standard Racine County monument marking the North 1/4 corner of said Section 21; run thence South 00°27'09" East 391.48 feet to the point of beginning of this description; thence North 78°03'39" East 280.93 feet; thence South 06°52'21" East 356.68 feet; thence South 89°28'51" West 315.19 feet; thence North 00°27'09" West 298.87 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

**5915 Erie Street (Parcel ID No. 104-04-23-21-006-000)**

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

## 2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the Village of Caledonia Municipal Code are in effect and apply to this planned unit development unless modified as set forth herein.
- B. The planned unit development concept plan as set forth in the application, narrative, and concept site plans dated October 19, 2020 are incorporated hereby by reference and shall be modified to comply with these conditions and restriction. A precise detailed site plan for the area affected by the Planned Unit Development and phasing plan, including condominium plat, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

### **1) General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
- i) Location(s) and future expansion
- ii) Number & type(s) of dwellings
- iii) Number of garage & surface parking spaces
- iv) Dimensions
- v) Setbacks
- h) Location(s) of loading berth(s)
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of wetlands (field verified)
- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

### **2) Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

### **3) Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- c) Materials of construction (including colors)

### **4) Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

### **5) Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

### **6) Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction



- C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission and Village Board for their review and approval prior to the issuance of a building permit.
- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the Village's Utility Director and Public Works Director for approval, if required. The Village's Utility Director's and Public Works Director's approval must be received prior to the issuance of any building permits.
- E. The Applicant shall comply with the Development Agreement between the Applicant, Cardinal Capital Management, Inc., and the Village dated as of September 21, 2020 (the "Development Agreement"). Pursuant to the Development Agreement, applicant shall enter into a subsequent agreement with the Village that addresses the anticipated on-site and off-site infrastructure including but not limited to private driveways, site grading and erosion controls, stormwater improvements, public sanitary sewer and water services by the Village Sewer Utility District and Water Utility District to implement the planned unit development in accordance with the Village's Code of Ordinances. The Applicant agrees to contract with or otherwise arrange with said Utility Districts for the furnishing of public sewer and water services to the Project. All such work shall be pursuant to plans and specifications approved by the Village and Utility Districts and the Village. Applicant acknowledges and agrees that it is responsible for all costs of on-site construction and installation of improvements required by the Village and Utility Districts in accordance with the Village's Code of Ordinances. These agreements are required so as to ensure the construction or installation of public or other improvements required in Item 1 above, and/or as specified by these conditions and restrictions.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of these properties.
- G. For each phase of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping, in accordance with the approved plan, shall be installed for each phase prior to the issuance of occupancy permits for that phase. The Village may require a letter of credit or bond to be posted to ensure implementation and maintenance. Landscaping shall comply with Title 16 of the Village's Municipal Code. The Landscape Plan shall follow the Village of Caledonia planting requirements.

### 3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. There shall be a maximum of three (3) 6-story multifamily buildings (maximum height 95') and a maximum of sixty-four (64) townhomes (maximum height 45'), with a total maximum of 280 units. Each unit will have a minimum of 3,127 square feet per unit. Accessory buildings, garages, a clubhouse, and a pool are permitted so long as they are compliant with all applicable provisions of the Municipal Code, these conditions and restrictions and applicable permits are applied for an obtained before construction.
- B. The proposed development will incorporate a minimum of 20% of the development area as privately owned common open space.
- C. Solid waste collection and recycling shall be the responsibility of the applicant.

- D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way.
- E. The clubhouse and pool shall be constructed as part of the initial phase of the planned unit development and must be completed prior to or concurrent with the issuance of occupancy permits for any residential buildings.

4. PARKING AND ACCESS

- A. A Traffic Impact Analysis (TIA) shall be performed and submitted to the Public Works Director for review prior to the submission of applications for Plan Commission review of site, building, landscaping, lighting, and similar plans. Required roadway improvements and modifications identified in the TIA shall be the responsibility of the applicant and all such improvements shall be installed prior to issuance of any occupancy permits and in accordance with a schedule established by the Public Works Director.
- B. The site plan shall include a minimum of 505 parking stalls with an average of no less than 1.8 parking stalls/unit for this development. Parking stall dimensions shall be in accordance with Article VII, Division 5 of the Municipal Code. Parking shall include underground, garage and surface parking.
- C. A cross-access easement relocating an access easement that runs to the benefit of the property to the south shall be provided to the Village prior to the issuance of any permits for any phase of this planned unit development and such easement shall be mapped and described on the certified survey map required for the properties. The easement shall be recorded with the Racine County Register of Deeds at the time of recording of the certified survey map.
- D. An easement providing access to the Village's lift station along the southern boundary line for the properties shall be granted to the Village prior to the issuance of any permits for any phase of this planned unit development and such easement shall be mapped and described on the certified survey map required for the properties. The form of the easement shall be in a form approved by the Village's Utility Director and shall be recorded with the Racine County Register of Deeds at the time of the recording of the certified survey map..

5. LIGHTING

Plans for new outdoor lighting shall be submitted for review and approval by the Electrical Inspector and Development Director in accordance with Title 16, Chapter 3, Section 3 of the Municipal Code. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.

6. SETBACKS

The external setbacks for the planned unit development setbacks shall be at least as follows:

|                     | Street Setback | Rear Setback | Side Setback |
|---------------------|----------------|--------------|--------------|
| Principal Structure | 30 ft          | 75 ft        | 10 ft        |
| Accessory Structure | 30 ft          |              |              |

|         |       |       |       |
|---------|-------|-------|-------|
| Parking | 25 ft | 15 ft | 15 ft |
|---------|-------|-------|-------|

7. TIME OF COMPLIANCE

The operator of the Planned Unit Development shall commence work in accordance with these Conditions and Restrictions within eighteen (18) months from the date of adoption of the ordinance authorizing this Planned Unit Development. This Planned Unit Development approval shall expire within eighteen (18) months after the date of adoption of the ordinance if a building permit has not been issued for this use and substantial work has not commenced. The applicant shall re-apply for Planned Unit Development approval prior to recommencing work or construction.

8. OTHER REGULATIONS

Compliance with all other applicable Village, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.

9. INTERNAL PRIVATE DRIVEWAY NETWORK

The driveways in this planned unit development shall be private. The applicant is responsible for construction and maintenance of these driveways. Any portion of the proposed private driveways to be constructed to service a particular phase of the development must be constructed to standards acceptable to the Village of Caledonia before occupancy of any building associated with the subject phase is approved.

10. STORMWATER

The applicant must contact the Village of Caledonia Stormwater Utility District regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.

11. FIRE DEPARTMENT APPROVAL

Applicant shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.

12. CALEDONIA SEWER AND WATER UTILITY DISTRICTS

Applicant must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required. All buildings shall connect to public sanitary sewer and water prior to occupancy.

13. DEMOLITION; BLUFF STABILIZATION

The Applicant shall apply for all necessary raze permits and raze all existing structures in compliance with Village and State requirements prior to any building permits being issued for the planned unit development. The Applicant shall comply with all Village's, Racine County, State of Wisconsin and Federal (Army Corps of Engineers) bluff stabilization requirements and shall prepare such plans and obtain all necessary permits for such work. All required stabilization and revetment treatments shall be completed and accepted by the regulating agency prior to building permits being issued on the properties.

14. SIGNAGE

The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate zoning permit prior to installation. Please contact Village Zoning staff for advertising sign regulations and permit procedures. Banners, balloons, flashing or animated signs are prohibited.

15. NO ACCUMULATION OF REFUSE AND DEBRIS  
Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
16. PROPERTY MAINTENANCE REQUIRED  
A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.
17. PERFORMANCE STANDARDS  
The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances (a copy is attached), as adopted by the Village of Caledonia and any conditions established by subsequent Conditional Use Approvals.
18. ACCESS  
The applicant must allow any Village or Racine County employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
19. COMPLIANCE WITH LAW  
The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
20. REIMBURSE VILLAGE COSTS  
Applicant shall reimburse the Village all costs incurred by the Village for review of this rezoning and PUD Planned Unit Development Overlay District approval including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
21. AMENDMENTS TO PLANNED UNIT DEVELOPMENT  
No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
22. BINDING EFFECT  
  
These conditions bind and are applicable to the Applicant, property owner, successor and assigns, owner's association(s) and any other users of the Property with respect to the uses on the Property.
23. VIOLATIONS & PENALTIES  
  
Any violations of the terms of this conditions and restrictions of this Planned Unit Development shall be subject to enforcement and the issuance of citations in accordance with Village Code of Ordinances. If the owner, applicant or operator of the Planned Unit Development is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the Village shall have the right to initiate revocation procedures for this Planned Unit

Development, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the Village from commencing an action in Racine County Circuit Court to enforce the terms of this Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other Village ordinances.

24. REVOCAATION

Should an applicant, its heirs, successors or assigns and any other users of the properties including any owner's association(s), fail to comply with the conditions and restrictions of the approval issued by the Village Board, the Planned Unit Development approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Planned Unit Development as set forth in the Municipal Code.

25. AGREEMENT

Your acceptance as applicant of the rezoning/PUD Planned Unit Development Overlay District/Zoning Permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, CCM-Caledonia, LLC; its heirs, successors, and assigns, including all users, future owners, occupants and owner's association(s), are responsible for full compliance with the above conditions.

26. SUBSEQUENT OWNERS

It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

## MEMORANDUM

To: Village of Caledonia Board of Trustees  
From: Tyler Helsel, Village Attorney  
Re: Fire Code update  
Date: November 11, 2020

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Enclosed is a Legislative and Licensing approved version of the fire code update. Chief Dick Roeder requested our office review the code to update the statutory and administrative code references and make any changes needed to ordinance language or requirements. Those changes are reflected in this code.

In addition to the changes to the references, a third-party inspection and reporting system ordinance was added. This is in response to a contract that our office is working on for Chief Roeder with Brycer, Inc., a company that assists in inspection and record retention. That contract will be coming before the Village Board later this month. This ordinance addition allows for this type of third-party system.

Maintenance and inspection requirements were also added to the chimney ordinance based on current administrative code requirements.

Recommendation: Recommend ordinance amendments and third-party inspection and reporting systems ordinance creation.

**Ordinance No. 2020-20**

**AN ORDINANCE TO AMEND IN PART AND CREATE IN PART TITLE 5 CHAPTER 2, CHAPTER 3, CHAPTER 5, CHAPTER 8, AND CHAPTER 9 OF THE CODE OF ORDINANCES, OF THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING TO THE FIRE PREVENTION AND SAFETY CODE**

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

1. That Title 5 Chapter 2 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended in part and created in part to read as follows:

**“CHAPTER 2**

**Fire Prevention and Safety Codes**

| <b>Article</b>              | <b>General Provisions</b>  | <b>Ordinance Number</b> | <b>Date of Ordinance</b> |
|-----------------------------|--|-------------------------|--------------------------|
| 5-2-1                       | Intent of Code   |                         |                          |
| 5-2-2                       | Adoption of State and Nation Codes                               |                         |                          |
| 5-2-3                       | Application to New and Existing Conditions                       |                         |                          |
| 5-2-4                       | Definitions  |                         |                          |
| 5-2-5                       | Orders to Eliminate Fire Hazards                                 |                         |                          |
| 5-2-6                       | Service of Orders  |                         |                          |
| 5-2-7                       | Investigation of Fires   |                         |                          |
| 5-2-8                       | Fire Records   |                         |                          |
| 5-2-9                       | Inspections  |                         |                          |
| 5-2-10                      | Third-Party Inspections and Reporting Systems                    |                         |                          |
| 5-2-11                      | Annual Report  |                         |                          |
| 5-2-12                      | Exceptions   |                         |                          |
| 5-2-13                      | Permits  |                         |                          |
| 5-2-14                      | Smoke Alarms and/or Heat Detectors<br>Required in Dwelling Units |                         |                          |
| 5-2-15<br>through<br>5-2-19 | Reserved for Future Use  |                         |                          |
| <b>Article B</b>            | <b>General Precautions Against Fire</b>                          | <b>Ordinance Number</b> | <b>Date of Ordinance</b> |
| 5-2-20                      | Open Burning   | 2004-02                 | 4/6/04                   |
| 5-2-21                      | Depositing or Accumulating Combustible<br>Material               |                         |                          |
| 5-2-22                      | Chimneys, Heating Appliances, Etc.                               |                         |                          |
| 5-2-23                      | Use of Torches or Flame-Producing<br>Devices                     |                         |                          |

|        |   |
|--------|---|
| 5-2-24 | Tents                                       |
| 5-2-25 | Smoking Prohibited Under Certain Conditions |
| 5-2-26 | Administration                              |
| 5-2-27 | Penalty and Costs                           |

**ARTICLE A**

General Provisions

**SEC. 5-2-1 INTENT OF CODE.**

It is the intent of this Chapter to prescribe regulations consistent with recognized standard practice for the safeguarding to a reasonable degree of life and property from the hazards of fire and explosion arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life and property in the use or occupancy of buildings or premises, and the safeguarding of firefighting personnel as it relates to job requirements, duties, medical and physical conditions.

**SEC. 5-2-2 ADOPTION OF STATE AND NATIONAL CODES.**

- (a) The following orders, rules, and regulations of the Wisconsin Administrative Code as from time to time amended, and the Codes and Standards and Recommended Guides as set forth by the National Fire Prevention Association (“NFPA”) as from time to time amended, as they apply to the fire service and prevention, are incorporated herein by reference and adopted as part of this Fire Prevention Chapter:
  - (1) Wis. Adm. Code Ch. SPS 301 to 399; Safety, Buildings, and Environment.
  - (2) Wis. Adm. Code Ch. ATCP 92; Weights and Measures.
  - (3) Wis. Adm. Code Ch. ATCP 93; Flammable, Combustible, and Hazardous Liquids.
  - (4) Wis. Adm. Code Ch NR 422; Control Of Organic Compound Emissions From Surface Coating, Printing And Asphalt Surfacing Operations.
  - (5) Wis. Adm. Code Ch. DCF 250; Family Child Care Centers.
  - (6) Wis. Adm. Code Ch. DHS 83; CBRF.
  - (7) NFPA Codes and Standards; the latest edition being in 2018, unless found to be in conflict with superseding state or local codes and standards.
- (b) Whenever the provisions of the aforementioned codes conflict, the stricter interpretation shall apply.
- (c) Official copies of each of said codes are now on file in the office of the Village Clerk and the Chief of the Fire Department of the Village of Caledonia and shall remain so filed and be, at all reasonable times, open to inspection by any interested persons.

**SEC. 5-2-3 APPLICATION TO NEW AND EXISTING CONDITIONS.**



The provisions of this Chapter shall apply equally to new and existing conditions except that existing conditions not in strict compliance with the terms of this Chapter shall be permitted to continue where the exceptions do not constitute a distinct hazard to life or adjoining property.

#### **SEC. 5-2-4 DEFINITIONS.**

Unless otherwise expressly stated, the following terms shall, for the purpose of this Chapter, have the meanings indicated in this Section:

- (a) "Approved" shall mean accepted by the Chief of the Fire Department or designee as a result of his investigation and experience or by reason of test, listing, or approval by Underwriters Laboratories, Inc., the National Bureau of Standards, the American Gas Association Laboratories or other nationally recognized testing authorities.
- (b) "Automatic Fire Alarm System" shall mean a system which automatically detects a fire condition and actuates a fire alarm signal device.
- (c) "Combustible Material" shall mean material or structure which can burn. Combustible is a relative term; many materials which will burn under one set of conditions will not burn under others, e.g., structural steel is noncombustible, but fine steel wool is combustible. The term "combustible" does not usually indicate ease of ignition, burning intensity or rate of burning, except when modified by a word as "highly" as in "highly combustible interior finish."
- (d) "Dwelling" shall mean a building occupied exclusively for residence purposes and having not more than two (2) apartments, or a boarding or rooming house serving not more than fifteen (15) persons with meals or sleeping accommodations or both.
- (e) "Dwelling unit" shall mean a group of rooms constituting all or part of a dwelling which are arranged, designed, used, or intended for use exclusively as living quarters.
- (f) "Firewatcher" shall mean A person who looks for the onset of fires, normally from a high vantage point.
- (g) "Garbage" shall mean waste refuse, including, but not limited to, tin, cans, used lumber, glass, metals, ashes, junk, crockery, and similar waste products, refuse, and debris.
- (h) "I.C.C. Container" shall mean any container approved by the Interstate Commerce Commission for shipping any liquid, gaseous, or solid material of a flammable, toxic, or other hazardous nature.
- (i) "Institutional Building" shall mean a building in which persons are harbored to receive medical, charitable, or other care or treatment, or in which persons are held or detained, by reason of public or civic duty, or for correctional purposes.
- (j) "Multifamily House" shall mean a building occupied as the home or residence of individuals, families, or households living independently of each other, of which three (3) or more are doing cooking within their apartments, including tenement house, apartment house, flat.
- (k) "Open Burning" shall mean any fire from which the products of combustion are emitted directly into the open air without passing through a chimney or stack.
- (l) "Person" shall mean and include person, persons, firm, corporation, or co-partnership.
- (m) "Public Building" shall mean a building in which persons congregate for civic, political, educational, religious, social, or recreational purposes.

- (o) “Recreational or Ceremonial Fire” shall mean a small camp-type charcoal or wood burning fire with the base of the fire being no more than three (3) feet in diameter and producing flame no more than five (5) feet in height.
- (p) “Residence Building,” except when classed as an Institutional Building shall mean a building in which sleeping accommodations are provided.
- (q) “Yard Waste” shall mean refuse, such as dry leaves and dry plant clippings, from a plant, tree or shrub, not including firewood.

**SEC. 5-2-5 ORDERS TO ELIMINATE FIRE HAZARDS.**

Whenever any of the officers, members, or inspectors of the Fire Department shall find any building or upon any premises dangerous or hazardous conditions as follows, he or they shall order such dangerous conditions or materials to be removed or remedied in such manner as may be specified in said order:

- (a) Dangerous or unlawful amounts of combustible or explosive matter.
- (b) Hazardous conditions arising from defective or improperly installed equipment for handling or using combustible or explosive matter.
- (c) Dangerous accumulations of rubbish, wastepaper, boxes, shavings, or other highly flammable materials.
- (d) Accumulations of dust or waste material in air conditioning systems or of grease in kitchen exhaust ducts.
- (e) Obstructions to or on fire escapes, stairs, passageways, door, or windows liable to interfere with the operation of the Fire Department or egress of occupants in case of fire.
- (f) Any building or other structure which, for want of repairs, lack of sufficient fire escapes or other exit facilities, automatic or other fire alarm apparatus or fire extinguishing equipment, or by reason of age or dilapidated condition, or from any other cause, creates a fire hazard or a threat to life and safety.

**SEC. 5-2-6 SERVICE OF ORDERS.**

- (a) The service of such orders as mentioned in Section 5-2-5 may be made upon the owner, occupant, or other person responsible for the conditions, either by delivering a copy of the same personally or by delivering the same to and leaving it with any person in charge of the premises, or in case no such person is found upon the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of the said premises. Whenever it may be necessary to serve such an order upon the owner of premises, such order may be served either by delivering to and leaving with the said person a copy of the said order or, if the owner is absent from the jurisdiction of the officer making the order, by mailing such copy to the owner's last-known post office address.
- (b) If buildings or other premises are owned by one (1) person and occupied by another under lease or otherwise, the orders issued in connection with the enforcing of the Chapter shall apply to the occupant thereof, except where the rules or orders require the making of such additions to or changes in the premises themselves, such as would immediately become real estate and be the property of the owner of the premises; in such cases the rules or orders shall affect the owner and not the occupant unless it is otherwise agreed between the owner and the occupant.

**SEC. 5-2-7 INVESTIGATION OF FIRE.**

- (a) The Chief of the Fire Department shall investigate the cause, origin, and circumstances of every fire occurring in the Village which is of suspicious nature or which involves loss of life or injury to persons or by which property has been destroyed substantially damaged. Such investigations shall be begun immediately upon the occurrence of such a fire by the fire officer in whose district the fire occurs, and if it appears that such fire is of suspicious origin, the Chief of the Fire Department shall take charge immediately of the physical evidence, shall notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case.
- (b) The Police Department, upon request of the Chief of the Fire Department, shall assist in the investigation of any fire which, in the opinion of the Chief of the Fire Department, is of suspicious origin.

**SEC. 5-2-8 FIRE RECORDS.**

The Chief of the Fire Department shall keep a record of all fires and of all the facts concerning the same, including statistics as to the extent of such fires and the damage caused thereby, and whether such losses were covered by insurance and, if so, in what amount. Such record shall be made daily from the reports made by the Fire Department officers and inspectors. All such records shall be public.

**SECTION 5-2-9 INSPECTIONS.**

The Chief of the Fire Department or designee shall be responsible for having all public buildings and places of employment within the Village inspected for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violations of any law or ordinance relating to fire hazards or to the prevention of fires. The inspections shall be conducted at least once per calendar year, provided that the interval between those inspections does not exceed fifteen (15) months.

**SEC. 5-2-10 THIRD-PARTY INSPECTIONS AND REPORTING SYSTEMS.**

- (a) **Inspections and Maintenance required.** The owner of a property where any device, equipment, alarm, system, and any other feature is required for compliance of the provisions of this Chapter or is otherwise installed on the property shall cause maintenance, testing, and inspections of all such devices, equipment, alarms, systems, and features in accordance with this Chapter and applicable referenced standards and specified intervals. If following inspection and testing, any device, equipment, alarm system, and any other feature does not meet manufacturer's specifications or fails to perform as intended, then it shall be repaired or replaced in accordance with subsection (e), below.

(b) **Third-Party Inspectors.** The Chief of the Fire Department is authorized to contract with a third-party person or entity to perform any and all maintenance, testing, and inspections in this Chapter.

(c) **Maintenance, Testing, and Inspections.** Maintenance, testing, and inspections shall include, without limitation, the following:

| <u>Fire Protection Measure</u>  | <u>NFPA Code</u>         |
|---|--------------------------|
| (1) Automatic Fire Sprinkler System   | 25                       |
| (2) Commercial Hood Cleaning  | 96                       |
| (3) Commercial Kitchen Hood System  | 17A                      |
| (4) Emergency Generator   | 110 & 111                |
| (5) Fire Alarm System   | 72                       |
| (6) Fire Doors  | 80                       |
| (7) Fire Pumps  | 25                       |
| (8) Foam System (including 5 yr test)                                       | 25                       |
| (9) Private Hydrant System  | 25                       |
| (10) Smoke Control System   | 90 & 92B                 |
| (11) Special Suppression System   | 12 & 12A &<br>750 & 2001 |
| (12) Spray Booth  | 33                       |
| (13) Standpipe (including 5 yr hydrostatic test)                            | 25                       |
| (14) Testing of all backflow prevention assemblies installed and maintained | 25                       |

(b) **Qualifications of Inspectors.** Only qualified personnel shall make inspections or perform testing required by the Wisconsin Administrative Code, the NFPA Code, and the Fire Department. Qualified personnel shall include, but not limited to:

- (1) Personnel who are factory-trained and certified for the type and brand of device, equipment, alarm, system, or feature being inspected or tested;
- (2) Personnel who are certified by a nationally recognized certification organization approved by the Chief of the Fire Department;
- (3) Personnel who are registered, licensed or certified by the State of Wisconsin or the Chief of the Fire Department to perform the required inspections and testing;
- (4) Personnel of the Fire Department.

(c) **Reporting of Inspections and Tests.**

(1) **Third-Party Retention.** The Village may retain a third-party person or entity to gather inspections records and to act as a repository for inspection and testing records (“designated electronic reporting system”), which the Village shall be able to access at any time. The gathering and storage of said records shall be in the same manner as the Village otherwise would act and be consistent with the Village’s authority to require the submission of inspection and testing records. Records of all installations, inspections, tests, and maintenance required by this Chapter shall be provided electronically to the Village’s designated electronic reporting system.

(2) **Record Submission to Designated Electronic Reporting System.** Completed records shall be submitted no later than fifteen (15) days following the applicable

installation, inspection, test, and maintenance. The submitted report shall contain all information required by the Village's designated electronic reporting system.

- (3) **Fees.** The third-party person or entity may directly charge the owner of property for these services a reasonable fee for these services. This fee shall be paid by the property owner in the same manner as would be required if the Village was performing these services itself.
- (d) **Retention of Records.** Records of any device, equipment, alarm, and system inspections, tests, and maintenance required by the current editions of the Wisconsin Administrative Code, the NFPA Code, and the Fire Department and the adopted provisions of technical codes shall be maintained by the third-party for a minimum of three (3) years following the date of any inspection, test, and maintenance, and shall be copied to the Fire Department and its contractors pursuant to either the provisions of the Village Code or upon the request of the Chief of the Fire Department or designee.
- (e) **Repairs.**
  - (1) **Repairs, generally.** If any device, equipment, alarm, system, or any other feature fails its inspection or operational test, repairs shall be made immediately. If repairs cannot be made immediately, the Fire Department shall be notified. The property owner shall make all necessary repairs to make the item fully operational. Defective parts must be replaced with manufacturer approved parts. If repair is not possible, the item must be replaced with devices, equipment, alarms, systems, and features in accordance with all applicable Codes and applicable referenced standards. Completed records shall be submitted no later than fifteen (15) days following the applicable maintenance, repair, or replacement. The submitted report shall contain all information required by the Village's designated electronic reporting system.
  - (2) **Additional Inspections.** Additional inspections and testing may be required of the repaired or replaced device, equipment, alarm, system, or other feature upon the request of the Chief of the Fire Department or designee.

#### **SEC. 5-2-11 ANNUAL REPORT.**

A report of the Fire Department shall be made annually and transmitted to the Village Board. It shall contain all proceedings under this Chapter, with such statistics as the Chief of the Fire Department may wish to include therein. The Chief of the Fire Department shall also recommend any amendments to the Code which, in his judgment, shall be desirable.

#### **SEC. 5-2-12 EXCEPTIONS.**

Nothing contained in this Chapter shall be construed as applying to the transportation of any article or thing shipped in conformity with the regulations prescribed by the Interstate Commerce Commission, nor as applying to the military forces of the United States.

#### **SEC. 5-2-13 PERMITS.**

- (a) A permit shall constitute permission to maintain, store, or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment

used in connection with such activities. Such permit does not take the place of any license required by law. It shall be for an indefinite period, not transferable, and any change in use or occupancy of the premises shall require a new permit.

- (b) Before a permit may be issued, the Chief of the Fire Department, or his assistants, shall inspect and approve the receptacles, vehicles, building, or storage places to be used. In cases where laws or regulations enforceable by departments other than the Fire Department are applicable, joint approval shall be obtained from all departments concerned.
- (c) All applications for a permit required by this Code shall be made to the Chief of the Fire Department in such form and detail as it shall prescribe.
- (d) Permits shall, at all times, be kept on the premises designated therein and shall, at all times, be subject to inspection by any officer of the Fire or Police Departments.

#### **SEC. 5-2-14 SMOKE ALARMS AND/OR HEAT DETECTORS REQUIRED IN DWELLING UNITS.**

- (a) **Smoke Detector Devices Required.** The owner of every premises on which is located one (1) or more dwelling units within the Village shall install a smoke detection device so located as to protect the sleeping areas of each dwelling unit. If sleeping areas are separated, the number of detection devices installed shall be that deemed sufficient by the Fire Inspector to protect each sleeping area.
- (b) **Exemption.** This Section shall not apply to owner-occupied single-family dwelling units constructed prior to this Code of Ordinances adoption date.
- (c) **Installation and Design Standards.**
  - (1) The Chief of the Fire Department or designee shall advise the owner of the premises of the types of detectors and points of installation within the dwelling which meet the requirements of this Section.
  - (2) All smoke and heat detection devices shall be installed in locations approved by the Fire Inspector as meeting the installation standards of the National Fire Protection Association (NFPA) 72, 2018 edition.
  - (3) All smoke and heat detection devices shall bear the Underwriters' Laboratory seal of approval or Factory Mutual approval. All smoke detection devices shall meet the Underwriters Laboratory standard 217. At least one (1) smoke or heat detection device shall be installed for every dwelling unit located so as to protect sleeping areas.
  - (4) In multiple-family dwellings, additional devices connected to the building alarm system, if any, shall be installed in every public corridor serving one (1) or more dwelling units and on every separate level of the building, regardless of whether a sleeping area is located on such level. If a local fire alarm system is not provided or required, detection devices shall be connected to a signal outside of the enclosure which will be audible throughout the entire building. Smoke alarms in multi-family dwellings shall be hard wire systems, with battery back-up.
  - (5) In multi-building dwellings, in addition to smoke detectors in every living unit, all storage areas shall be protected with heat-sensing devices. These devices shall be connected to the building fire alarm system. If a local fire alarm system is not

required, such device shall be connected to a signal outside of the enclosure which will be audible through the entire building. Heat-sensing devices shall be installed in space according to good engineering practice, but in no case shall detectors be spaced more than thirty (30) feet on center and fifteen (15) feet from any wall.

- (6) Smoke detector or heat-sensing devices shall be installed in all furnace, boiler, and incinerator rooms in a multi-family dwelling.
- (d) **Owner Responsible for Installation and Maintenance.** The owner of the dwelling unit shall be responsible for the installation and/or maintenance of smoke and heat detection devices required by this Section unless the Chief of the Fire Department is notified in writing by registered mail of the designation of some other authorized qualified individual to assume that responsibility.

## SEC. 5-2-15 THROUGH SEC. 5-2-19 RESERVED FOR FUTURE USE

### ARTICLE B

#### General Precautions Against Fire

#### Sec. 5-2-20 OPEN BURNING

- (a) **Intent.** It is the intent of the Section that all allowed Open Burning is conducted in a safe pollution free manner, when wind and weather conditions are such as to minimize adverse effects of the Open Burning and with conditions that protect life and property.
- (b) **General Prohibitions.**
  - (1) **Nuisance Prohibited.** No person shall burn any material that creates dense smoke or causes a public nuisance.
  - (2) **Public Nuisance Declared.** The burning of any wet combustible rubbish, flammable or combustible liquids, leather, petroleum based materials, oily substances, asphalt, plastic, rubber products, insulation, Garbage or any material which creates a dense smoke is hereby declared a public nuisance.
  - (3) **Burning by Business Prohibited.** Where a business is operated from any structure, home or an attached structure, or the land is zoned business or commercial, no Open Burning is permitted under any condition.
  - (4) **Burning of Construction Debris Prohibited.** The burning of construction debris, such as wood scraps, shingles, insulation, etc. is prohibited, regardless of whether such burning is done by the property owner, contractor, worker or other person responsible for the site.
  - (5) **Atmospheric Conditions.** No Open Burning shall occur on days when atmospheric conditions are unacceptable for burning as determined by the Department of Natural Resources (“DNR”) or the Chief of the Fire Department; or when the DNR issues an air-pollution or ozone advisory; or when the wind speeds exceed ten (10) miles per hour; or when extremely dry conditions are observed as may be determined by the Chief of the Fire Department.
  - (6) No person under the age of sixteen (16) years is allowed to ignite any fire without the supervision of an adult 21 years of age or older.

- (c) **Restrictions on Open Burning.** Open Burning is hereby prohibited in the Village of Caledonia except for:
- (1) Outdoor fires for cooking.
  - (2) Recreational or Ceremonial Fires.
  - (3) Back fires to control forest fires or fires set for forest and wildlife habitat management as prescribed by and carried out under the supervision of government agencies and where no reasonable alternative is available.
  - (4) Fires burning clean, dry combustible materials used to thaw the ground for street, sewer or rail repairs.
  - (5) Fires set for the practice and instruction of firefighters or the testing of firefighting equipment.
  - (6) Burning of brush or weeds on zoned agricultural lands including fires for cropland management, insect and rodent control, provided dense smoke is not created and no nuisance occurs.
  - (7) Burning of explosives or dangerous material for which no other safe disposal method exists.
  - (8) Burning of brush, grasses and weeds for the management of established prairies, prairies under restoration or residential green-spaces, for which a Stewardship Plan has been prepared and approved by the Village pursuant to Sec. 14-3-5(h) or Natural Lawn Management Plan has been prepared and approved pursuant to Sec. 8-1-3, provided dense smoke is not created and no nuisance occurs.
  - (9) Burning for the disposal of a small amount of clean, dry, combustible Yard Waste on one (1) or two (2) family residential properties shall comply with the following conditions:
    - a. The fires must be at least ten (10) feet from the property line and not on any public right of way, including but not limited to easements, ditches, curbs or road shoulders.
    - b. The fire must be at least fifty (50) feet from any structure on or off of the property, unless the fire is contained in a metal, brick, stone, earthen, or concrete container or pit and then such fire shall be at least ten (10) feet from any structure on or off of the property.
    - c. The base of the fire shall be no more than six (6) feet in diameter and the fire shall be no more than five (5) feet in height.
    - d. Fires must be kept manageable and under control at all times.
    - e. Fires must be immediately extinguishable upon request of the Chief of the Fire Department or designee.
    - f. Fires must be attended at all times until it is extinguished or burns out.
- (d) **Additional Regulations.**
- (1) Exceptions contained in Subsection (c)(1) through (3) have no time limit and do not require prior notification or the approval of the Chief of the Fire Department under Subsection (e) below.
  - (2) Exceptions contained in Subsection (c)(4) through (6) have no time limit, but do require prior notification and approval of the Chief of the Fire Department under Subsection (e) below.



- (3) Exceptions contained in Subsection (c)(7) and (9) are permitted only between the hours of 12:00 noon and 7:00 p.m. prevailing time and require prior notification and approval of the Chief of the Fire Department under Subsection (e) below.
  - (4) The exception contained under Subsection (c)(8) is permitted only between the hours of 12:00 noon and 7:00 p.m. prevailing time and requires prior notification and the submittal of a burn plan at the time of notification in a form acceptable to the Chief of the Fire Department. Approval of the Chief of the Fire Department must be received prior to commencing with the Open Burning. The Chief of the Fire Department may require reasonable fire prevention measures and conditions in his discretion, including but not limited to having a water tanker on-site or stand-by. Any cost incurred by the Village in taking any fire prevention measures shall be paid by the person conducting the Open Burning prior to commencing said burn.
  - (5) A competent person shall constantly attend all Open Burning until such fire is extinguished.
  - (6) Open Burning on Village of Caledonia properties are prohibited except as authorized by the Village Administrator and Chief of the Fire Department or the Village Board and as allowed in the Village's park regulations under Title 12 of the Code of Ordinances.
  - (7) Upon written request, the Chief of the Fire Department may consider and grant other exceptions to the Open Burning regulations set forth in this Chapter if such exception would be consistent with the intent and purposes of this Chapter.
- (e) **Notification and Approval.**
- (1) **Notification.** When required, the Chief of the Fire Department shall be notified, in writing, of any Open Burning and notification must be prior to the time that the Open Burning is to commence. Notification by a person proposing an Open Burn does not waive any requirements of this ordinance and the Village reserves the right to impose a penalty for violations as provided in this Chapter.
  - (2) **Conditions.** The Chief of the Fire Department may impose any conditions on an allowed Open Burning that are necessary for the protection of life or property.
  - (3) **Approval.** If upon notification, the Chief of the Fire Department determines in his discretion that the proposed Open Burning is contrary to any provision of the Code of Ordinances, is a hazard of life or property, or constitutes a public nuisance, the Chief of the Fire Department shall immediately notify the person proposing the Open Burning and to take any action authorized by this Chapter or the Code of Ordinances.

## **SEC. 5-2-21 DEPOSITING OR ACCUMULATING COMBUSTIBLE MATERIAL**

- (a) **Hot Ashes and Other Dangerous Materials.** No person shall deposit hot ashes or cinders, or smoldering coals, or greasy or oily substances liable to spontaneous ignition, into any combustible receptacle or place the same within ten (10) feet of any combustible materials, unless resting on a noncombustible floor or on the ground outside the building, shall be placed on noncombustible stands, and in every case must be kept at least two (2) feet away from any combustible wall or partition.

- (b) **Accumulations of Waste Materials.** Accumulations of wastepaper, hay, grass, straw, weeds, litter, or combustible or flammable waste or rubbish of any kind shall not be permitted to remain upon any roof or in any court or yard. All weeds, grass, vines, or other growth, when the same endangers property, or is liable to be fired, shall be cut down and removed by the owner or occupant of the property it is on.
- (c) **Storage of Readily Combustible Materials.**
  - (1) Storage in buildings shall be orderly, shall not be within two (2) feet of the ceiling, and not so located as to endanger exit from the building.
  - (2) Storage in the open shall not be more than twenty (20) feet in height, shall be so located with respect to adjacent buildings as not to constitute a hazard, and shall be compact and orderly.
- (d) **Flammable Decorative Materials in Stores and Public Buildings.**
  - (1) Cotton batting, straw, dry vines, leaves, trees, or other highly flammable or combustible materials shall not be used for decorative purpose in show windows or other parts of stores unless flameproofed,
  - (2) Subsection (d)(2) above shall not prohibit the display of Saleable goods permitted and offered for sale.
  - (3) Electric light bulbs in stores shall not be decorated with paper or other combustible materials unless such materials shall first have been made flameproof.

**SEC. 5-2-22 CHIMNEYS, HEATING APPLIANCES, ETC.**

- (a) **General.** All chimneys, smokestacks, or similar devices for conveying smoke or hot gases to the outer air and the stoves, furnaces, fire boxes, or boilers to which they are connected shall be constructed and maintained in such a manner as not to create a fire hazard. Clearance around such devices shall remain unobstructed.
- (b) **Maintenance.** Cleaning of all chimneys, smokestacks, or similar devices, and fuel-burning appliance vents, needs to be carried out whenever measurable deposits of creosote or other combustible materials are detected.
- (c) **Inspections.** All chimneys, smokestacks, or similar devices shall be inspected when constructed, a home or structure containing such device is purchased, or the device is damaged or compromised.

**SEC. 5-2-23 USE OF TORCHES OR FLAME-PRODUCING DEVICES.**

Any person using a torch or other flame-producing device for removing paint from any building or structure shall provide one (1) approved fire extinguisher or water hose connected to the water supply on the premises where such burning is done. In any cases, the person doing the burning shall remain on the premises one (1) hour after the torch or flame-producing device has been used.

**SEC. 5-2-24 TENTS.**

- (a) **Fire Watchers to be Employed.** One (1) or more qualified persons to serve as Firewatchers shall be employed by all circuses, carnivals, or other exhibitions where

large crowds assemble. They shall familiarize themselves with all fire protection facilities and fire prevention features and with the condition of exits and shall patrol the entire tent area during the time of occupancy. They shall see that aisles and exit ways are kept open and that "No Smoking" rules are enforced.

- (b) **Tents for Assembly to Conform to Recognized Safe Practices.** The design, construction, flameproofing, location, maintenance, and use of tents for assembly shall be in accordance with recognized safe practices. Compliance with the NFPA 102 Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures shall be considered as prima facie evidence of compliance with such recognized safe practices.

#### **SEC. 5-2-25 SMOKING PROHIBITED UNDER CERTAIN CONDITIONS.**

- (a) **Definitions.** In this section, "Smoking" shall mean and include the carrying of a lighted pipe, cigar, cigarette, or tobacco in any form.
- (b) **Chief to Designate Areas Where Smoking Shall be Prohibited.** Where conditions are such as to make smoking a hazard in any areas of warehouses, stores, industrial plants, institutions, places of assembly, and in open spaces where combustible materials are stored or handled, the Chief of the Fire Department is empowered and authorized to order the owner or occupant in writing to post "No Smoking" signs in each building, structure, room, or place in which smoking shall be prohibited. The Chief of the Fire Department shall designate specific safe locations, if necessary, in any building, structure, or place in which smoking may be permitted.
- (c) **No Smoking Signs.** "No Smoking" signs required in accordance with this Section shall read "By Order of the Chief of the Fire Department."
- (d) **Smoking and Removal of No Smoking Signs Prohibited.** No person shall remove any legally required "No Smoking" sign or smoke in any place where such signs are posted.

#### **SEC. 5-2-26 ADMINISTRATION.**

- (a) **Enforcement.**
  - (1) **Chief of the Fire Department.** The Fire Prevention Code Chapter shall be enforced by the Chief of the Fire Department of the Village of Caledonia and such subordinates in the Department as the Chief shall designate.
  - (2) **Enforcement Not to Alter Responsibility.** This Chapter shall not be construed to affect the responsibility of any person owning, operating, or installing any equipment for damage to persons or property caused by any defect therein. The Village shall not be held as assuming any such liability by reason of the inspection or reinspection authorized herein or the permit issued as herein provided or by reason of the approval or disapproval of any equipment authorized herein.
- (b) **Modification.** The Chief of the Fire Department shall have the power to modify any of the provisions of the Fire Prevention Code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the Code, provided that the spirit of the Chapter shall be observed, public safety secured, and substantial justice done. The particulars of such modification, when granted or allowed, and the decision of the Chief of the Fire

Department shall be entered upon the records of the Department and a signed copy shall be furnished to the applicant.

- (c) **Appeals.** Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the Code do not apply or that the true intent and meaning of the Code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Chief of the Fire Department to the Village Board within ten (10) days from the date of the decision of the Chief. The appeal shall be in writing and filed with the Village Clerk. The Board shall set a time and place for such appeal hearing. The hearing shall be set at least ten (10) days after receipt of the appeal by the Village Clerk.

**SEC. 5-2-27 PENALTY AND COSTS.**

- (a) **Penalties.** Any person who shall violate any of the provisions of this Chapter or fail to comply therewith, or who shall violate or fail to comply with any order made, or who shall build in violation of any detailed statement of specifications or plans submitted and approved, or any certificate or permit issued, or who shall fail to comply with such an Order as affirmed or modified by the Chief of the Fire Department or the Village Board or by a court of competent jurisdiction within the time fixed herein shall be subject to the penalty set forth in Section 1-1-6.
- (b) **Removal and Costs.** The application of the above penalty shall not be held to prevent the enforced removal of prohibited condition by either the person who created the prohibited condition or the Village. Any cost incurred by the Village in the removal of a prohibited condition shall be the responsibility of the person who created such prohibited condition.”

- 2. That Section 5-3-2(a) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

**“SEC. 5-3-2 RECOVERY OF COSTS.**

- (a) Every person, firm or corporation using, storing, handling or transporting flammable or combustible liquids, chemicals, gasses or other hazardous materials shall comply with the requirements of Wis. Adm. Code SPS 308, as the same is now in force and may hereafter from time to time be amended.”

- 3. That Section 5-5-3(a) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

**“SEC. 5-5-3. INSTALLATION AND TESTING.**

- (a) **Installation.** Approved automatic fire sprinkler systems and equipment shall be installed in accordance with National Fire Protection Association guidelines, 13, 13D and 13R, Wis. Adm. Code, SPS 362, as well as any other guidelines that are in effect, which deal with the proper installation of such equipment.”

4. That Section 5-8-5 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

**“SEC. 5-8-5 SUPERVISED FIRE ALARM SYSTEMS.**

- (a) Required. A supervised fire alarm system shall be installed and maintained in all public buildings which are constructed or substantially modified subsequent to the passage of this Section. "Substantially modified" shall mean a modification of the building which is equal to or exceeds fifty percent (50%) of the assessed value of the building.
- (b) Exceptions. A supervised fire alarm system shall not be required where buildings are protected throughout by an approved, supervised automatic sprinkler system and the area containing the fire alarm control unit is sprinklered, as allowed by NFPA Section 13.”

5. That Section 5-9-1 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

**“SEC. 5-9-1 STORAGE TANKS FOR CLASS I, II AND III LIQUIDS.**

- (a) **Definitions.** "Class I, II and III liquids" shall have the meaning provided therefore in Wis. Adm. Code Ch. ATCP 93.
- (b) **Adoption of State Code by Reference.** Wis. Adm. Code Ch. ATCP 93 is hereby adopted by reference and made a part hereof as if fully set forth herein.
- (c) **Responsibility of Owners and/or Operators of Storage Tanks.** The owner and/or operator of any aboveground or underground storage tank for Class I, II and III liquids shall, at all times, be responsible for the integrity of each storage tank at each location, together with the piping and dispensing systems connected therein from the time of installation until termination of use, in accordance with Wis. Adm. Code Ch. ATCP 93.
- (d) **Enforcement of Wis. Adm. Code Ch. ATCP 93.** Pursuant to Wis. Adm. Code Ch. ATCP 93, and the terms of a Professional Services Contract between the Village and the Wisconsin Department of Agriculture, Trade, and Consumer Protection, the Fire Department is authorized to issue permits, charge fees and take enforcement action authorized thereby. The Chief of the Fire Department, and designee(s), shall exercise jurisdiction over this Chapter and the groundwater protection-related provisions of Wis. Adm. Code Ch. ATCP 93 in the Village of Caledonia.
- (e) **Storage Tank Permit.**
  - (1) A permit, under Wis. Adm. Code Ch. ATCP 93, through the Fire Department, shall be required for the abandonment, closure, removal or change in service or placing the system temporarily out of service, of any aboveground or underground storage tank for Class I, II and III liquids with a capacity of more than sixty (60) gallons. "Storage tank system" shall include piping, vents, leak detection systems, cathodic protection and spill/overflow protection systems.
  - (2) The owner and/or operator of any such storage tank shall file an application therefor with the Fire Department, on designated forms with the applicable fee. The application shall include:

- a. Three (3) copies of a site assessment plan in accordance with Wis. Adm. Code Ch. ATCP 93.465; and
  - b. Three (3) site plot plans drawn to scale showing the following:
    - 1. Property lines;
    - 2. All buildings and structures;
    - 3. All tanks and piping;
    - 4. Adjacent streets;
    - 5. Overhead and underground utilities;
    - 6. Limits of the excavation; and
    - 7. Temporary location of excavated dirt and backfill.
- (3) Fees for such permit shall be:
- a. Plan Review – Twenty-five Dollars (\$25.00).
  - b. Site Inspection – First Tank: Fifty Dollars (\$50.00).
  - c. Site Inspection – Each Additional Tank: Twenty-five Dollars (\$25.00).”
6. That Section 5-9-2 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

**“SEC. 5-9-2 INSTALLATION.**

- (a) **Plan Submittal.** All underground storage tank and/or aboveground tank installations in excess of five thousand (5,000) gallons shall have plans submitted to the Department of Industry and Human Relations in accordance with Wis. Adm. Code Ch. ATCP 93.
- (b) **Storage Tank Permit.**
  - (1) A permit, under Wis. Adm. Code Ch. ATCP 93.145, Wis. Adm. Code, Approval of Proposed Construction, Installation or Operation, through the Fire Department, shall be required for the installation of any aboveground or underground storage tank for Class I, II and III liquids with a capacity of less than five thousand (5,000) gallons. "Storage tank system" shall include piping, vents, leak detention systems, cathodic protection and spill/overflow protection systems.
  - (2) The owner and/or operator of any such storage tank shall file an application therefor with the Fire Department, on designated forms with the applicable fee. The application shall include three (3) site plot plans drawn to scale showing the following:
    - a. Property lines;
    - b. All buildings, structures and class of construction;
    - c. All tanks and piping;
    - d. Adjacent streets;
    - e. Sanitary sewers, storm sewers, water mains, private water mains, water service piping, water wells, water reservoirs and any stream or body of water which is within two hundred (200) feet of the tank;
    - f. Type of tank supports, clearances including clearances between tanks, type of venting and pressure relief used and combined capacity of all venting and relief valves on each tank for aboveground storage;
    - g. Overhead and underground utilities;
    - h. Limits of the excavation; and

- i. Temporary location of excavated dirt and backfill.
- (3) Fees for such permit shall be as indicated on page two of the application form, adopted herein by reference.”

7. This ordinance shall take effect upon adoption and publication as required by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin,  
this \_\_\_\_ day of November, 2020.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs, President

Attest: \_\_\_\_\_  
Karie Pope, Clerk

770272.001 (599)

**RESOLUTION NO. 2020-98**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CALEDONIA  
HIGHWAY DEPARTMENT LOCAL 704 FOR 2021**

**WHEREAS**, the Village of Caledonia has reached a tentative agreement with Caledonia Highway Department Local 704; and

**WHEREAS**, local 704 has ratified this agreement and there is a need for the Village to ratify said agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the tentative agreement with Caledonia Highway Department Local 704 for 2021 as set forth in Exhibit A which is attached hereto and incorporated herein is authorized approved and ratified.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute this contract to implement this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_ day of November, 2020.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
James R. Dobbs, Village President

Attest: \_\_\_\_\_  
Karie Pope, Village Clerk



***AGREEMENT***

**Between**

**THE VILLAGE OF CALEDONIA**

**-and the-**

**CALEDONIA HIGHWAY DEPARTMENT  
LOCAL 704**

**OF THE**

**LABOR ASSOCIATION OF WISCONSIN, INC.**

January 1, 2021- December 31, 2021

**ARTICLE I- RECOGNITION CLAUSE**

This Agreement is entered into by and between the Village of Caledonia, hereinafter referred to as the "Village", or "Employer", and the Village of Caledonia Highway Department Employees Association, hereinafter referred to as the "Association". The Village recognizes the Association as the sole and exclusive bargaining agent for all regular part-time and regular full-time employees of the Highway Department.

**ARTICLE II- WAGES**

Effective January 1, 2021, Full Time Employees Across the Board with Caledonia shall receive an increase in total wages applied as a 1.5% increase as follows:

| <i>Full-Time Employees</i> | <i>2020</i>      | <i>Beginning first full payroll period in January 2021</i> |
|----------------------------|------------------|--|
| <i>Start (base rate)</i>   | <i>21.38/hr.</i> | <i>21.70/hr.</i>   |
| <i>After 1 year</i>        | <i>24.58/hr.</i> | <i>24.95/hr.</i>   |
| <i>After 2 years</i>       | <i>26.68/hr.</i> | <i>27.08/hr.</i>   |
| <i>After 3 years</i>       | <i>29.42/hr.</i> | <i>29.86/hr.</i>   |

**ARTICLE III- DURATION**

This agreement shall become effective when signed and shall remain in full force and effect January 1, 2021 through December 31, 2021.

**VILLAGE OF CALEDONIA**

**LABOR ASSOCIATION OF WISCONSIN**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**RESOLUTION NO. 2020-107**

**RESOLUTION IMPOSING A SPECIAL CHARGE ON THE 2020 TAX ROLL REPRESENTING THE ANNUAL STORM WATER MANAGEMENT FEE AGAINST PROPERTY IN THE VILLAGE OF CALEDONIA UTILITY DISTRICT AND ESTABLISHING THE STORM WATER MANAGEMENT RATE FOR EACH EQUIVALENT RESIDENTIAL UNIT IN ACCORDANCE WITH SECTIONS 9-2-12(G) AND (H) OF THE VILLAGE OF CALEDONIA CODE OF ORDINANCES FOR THE TIME PERIOD OF 12/1/2020 TO 11/30/2021**

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

**RECITALS**

1. Section 9-2-12 entitled Storm Water Management Fees provides that the Village Board shall establish by Resolution the rate for an Equivalent Residential Unit (“ERU”) that shall be imposed to recover all or a portion of the costs incurred by the Village for storm water management purposes.
2. On November 18, 2019, the Village Board of the Village of Caledonia adopted Resolution No. 2019-106 setting the rate of \$65.25 per ERU based on a total number of 15,455 ERU’s in the Village-Wide Storm Water Utility District and an overall budget of \$1,007,265.00 for the Utility District for the time period beginning December 1, 2019 through November 30, 2020.
3. That in accordance with Section 9-2-12(h) of the Ordinance, the Village Board shall levy and collect the storm water management fees as a special charge against property in the District, under Wis. Stat. Sec. 66.0627.
4. On October 7, 2020 the Village of Caledonia Utility District recommended to the Village Board that it adopt the Caledonia Utility District Storm Water 2021 Budget based on a total of 15,495 ERU’s in the Village-Wide Storm Water Utility District and an overall budget of \$1,010,000.00 for the Village of Caledonia Storm Water Utility District for the time period beginning December 1, 2019 through November 30, 2020.

**NOW THEREFORE, BE IT RESOLVED**, that the sum of \$65.25 per ERU be levied and assessed as part of the 2020 tax roll in accordance with the methodology set forth in the Ordinance and report that being:

| <u>Customer Class</u>     | <u>Storm Water Charge</u>                       |
|---------------------------|---|
| Single Family Residential | 1 ERU   |
| Non-Residential           | 1 ERU for each 5,230 sq. ft. of Impervious Area |
| Vacant                    | 0.25 ERU  |

**BE IT FURTHER RESOLVED**, that all qualifying properties that are entitled to a credit in accordance with the policy adopted Resolution No. 2014-74 shall be granted such credit in

accordance with the policy prior to placement of the storm water management fee on the 2020 tax roll.

**BE IT FURTHER RESOLVED**, that all properties which are exempt from property taxes on the tax roll shall be subject to such special charge.

**BE IT FURTHER RESOLVED**, that said special charges shall be paid in full on or before January 31, 2021. If not paid, such delinquent special charge shall become a lien as provided in Section 66.0627 (4), Wisconsin Statutes.

**BE IT FURTHER RESOLVED** that the following storm water management rate be, and hereby is, adopted for the time-period beginning December 1, 2020 through November 30, 2021:

- Rate of \$65.25 per ERU

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of November 2020.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Karie Pope  
Village Clerk

**RESOLUTION NO. 2020-108**

**RESOLUTION AUTHORIZING HEALTH INSURANCE PLANS FOR 2021**

**WHEREAS**, the Village of Caledonia needs to approve a health insurance plan, dental insurance plan, and related coverages for its employees for 2021; and

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the following health insurance plan is authorized for 2021 effective January 1, 2021:

1. All eligible employees will move to the WCA Group Health Trust in the UHC Choice Plus plan for medical coverage. All employees shall contribute 15% of the cost of health insurance.
2. All eligible employees will move to the Delta Dental plan for dental coverage. Employees who elect dental coverage shall contribute 50% of the cost of dental insurance.
3. All employees would be offered the opportunity to participate in a voluntary vision plan through Delta Dental. The employee would have to sign up for the plan and the full cost of the plan would be deducted from the employee's pay check.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Village will offer employee's medical coverage through WCA Group Health Trust; and Dental and Vision coverage through Delta Dental.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts or other documents necessary to implement this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of November, 2020.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
James R. Dobbs, Village President

Attest: \_\_\_\_\_  
Karie Pope, Village Clerk

**RESOLUTION NO. 2020-109**

**RESOLUTION APPROVING CONSENT AGREEMENT FOR REPRESENTATION BY  
PRUITT, EKES & GEARY, S.C.**

**WHEREAS**, the Village of Caledonia, the Board of Health for the Central Racine County Health Department, and Racine County have been meeting to discuss the possible transition to a County Health Department; and

**WHEREAS**, The law firm of Pruitt, Ekes & Geary, S.C. ("PEG") provides legal services to the Central Racine County Health Department as well as the Villages of Caledonia, North Bay, Sturtevant, Union Grove and Yorkville, and the Town of Norway.

**NOW, THEREFORE, BE IT RESOLVED** that the Caledonia Village Board hereby approves the consent agreement between the Village of Caledonia and the Central Racine County Health Department, authorizing representation by Pruitt, Ekes & Geary, S.C. and waiving any conflicts of interest for the limited purposes set forth in Exhibit A, which is attached hereto and incorporated by reference.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of November 2020.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
James R. Dobbs, Village President

Attest: \_\_\_\_\_  
Karie Pope, Village Clerk

**CONSENT FOR REPRESENTATION**

1. In 2010, the Villages of Caledonia, Mount Pleasant, Sturtevant and North Bay ("Member Municipalities") entered into an intermunicipal agreement for the creation of a joint local Board of Health and joint Health Department known as the "Central Racine County Health Department." In 2013, the Village of Union Grove and the Town of Waterford were added as Member Municipalities, and the intermunicipal agreement was amended to provide authority to the Board of Health to enter into contracts with other municipalities to provide public health services. In addition to the above-mentioned municipalities, Member Municipalities now include the City of Burlington, Town of Burlington, Town of Dover, Town of Norway, Village of Raymond, Village of Rochester, Village of Yorkville, and Village of Waterford.

2. The heads of government for the above municipalities, the Board of Health for the Central Racine County Health Department, and Racine County have been meeting to discuss the possible transition to a County Health Department. The parties are in the process of circulating draft agreements, amendments to existing agreements and ordinances, and authorizing necessary action to accomplish this transfer.

3. The law firm of Pruitt, Ekes & Geary, S.C. ("PEG") provides legal services to the Central Racine County Health Department as well as the Villages of Caledonia, North Bay, Sturtevant, Union Grove and Yorkville, and the Town of Norway. The attorneys for PEG will be primarily involved in assisting in implementing the decisions that have been made by the above municipalities, the Board of Health for Central Racine County Health Department and Racine County.

CONSENT FOR REPRESENTATION UNDER SCR 20:1.7

The Village of Caledonia and the Central Racine County Health Department hereby consent to representation by Pruitt, Ekes & Geary, S.C. in the preparation of draft agreements, amendments to existing agreements, amendments to ordinances, and related action, to accomplish this transfer of health services to Racine County, and waive any conflicts of interest for the limited purposes described herein. Nothing contained herein prevents any municipality from consulting with other legal counsel as it deems necessary. This agreement may be executed in counterparts, each of which shall be deemed an original.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF CALEDONIA**

**CENTRAL RACINE COUNTY BOARD OF HEALTH**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

By: \_\_\_\_\_  
Margaret Gesner  
Health Officer

Attest: \_\_\_\_\_  
Karie Pope  
Village Clerk

**RESOLUTION NO. 2020-110**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
TO APPROVE A CERTIFIED SURVEY MAP \_\_\_\_; PARCEL IDs 104-04-23-21-003-000;  
104-04-23-21-005-000; & 104-04-23-21-006-000 – LOCATED IN THE NE ¼ OF SECTION  
21, T4N, R23E, VILLAGE OF CALEDONIA, RACINE COUNTY, WI – OWNER  
VILLAGE OF CALEDONIA**

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

**WHEREAS**, the applicant is requesting to create 3 newly configured lots from three existing parcels, which are currently designated as PUD R-8 zonings as described in the Public Works Director’s Memo dated November 11, 2020 attached hereto as **Exhibit A** and the Public Works Director’s recommended approval subject to the conditions as set forth in **Exhibit A**.

**WHEREAS**, the Village Plan Commission on November 16, 2020 recommended approval of the request in accordance with the Public Works Director’s Memo attached hereto as **Exhibit A** and subject to the conditions outlined therein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia that the Certified Survey Map as set forth above, is hereby approved for the same reasons and requirements set forth above, and subject to the same conditions imposed by the Village Plan Commission, and as described in **Exhibit A**, and the payment of the required land division fees and compliance with all applicable Village ordinances; and,

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of November, 2020.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs  
Village President

Attest: \_\_\_\_\_

Karie Pope  
Village Clerk



# MEMORANDUM

Date: November 11, 2020

To: Plan Commission  
Village Board

From: Tom Lazcano P.E. *Tom Lazcano*  
Public Works Director

Re: Western Publishing/Olympia Brown – Certified Survey Map  
Parcel ID's: 104-04-23-21-003-000; 104-04-23-21-005-000; & 104-04-23-21-006-000

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The Engineering Department has received a Certified Survey Map (CSM) to reconfigure the three properties located at 5915 Erie Street, 5919 Erie, Street, and 5945 Erie Street into 3 new Lots, in the Village of Caledonia. The CSM was submitted by the TID 5 development group and the final version will be prepared by Foth Engineering.

This CSM is for the creation of three lots from three existing lots. Currently, the properties contain the Western Publishing building, the old Olympia Brown school and accessory buildings and parking lots. The proposed lots would have the following; Lot 1 would contain the proposed condominium towers, Lots 2 and 3 would each contain about half of the proposed town home style condominiums and a stormwater pond.

The lots are located within the Village of Caledonia's Sanitary Sewer & Water Service Area. All buildings on these lots will need to connect to Village of Caledonia sewer and water facilities. These connections will need to be made by the property owner/developer at their own cost.

The properties have a B-1 and P-1 Zoning Classification. The property is planned to be rezoned to a R-8 PUD Zoning and the Comprehensive plan is being updated to allow for the proposed condominium development. The proposed CSM will meet the required zoning minimums and will follow the comprehensive land use plan once the updates are approved.

Lot 1 will be a flag lot, however, it meets exceptions that allow for a flag lot as it was already a flag lot and it was already an irregular shaped lot.

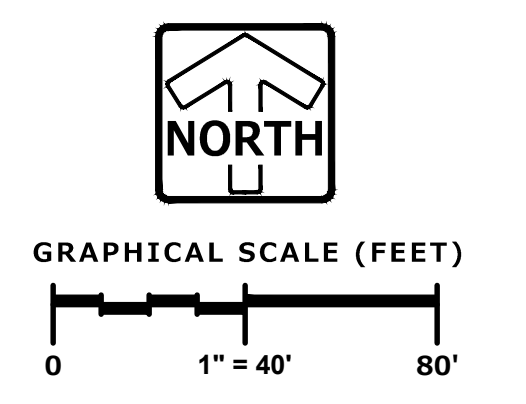
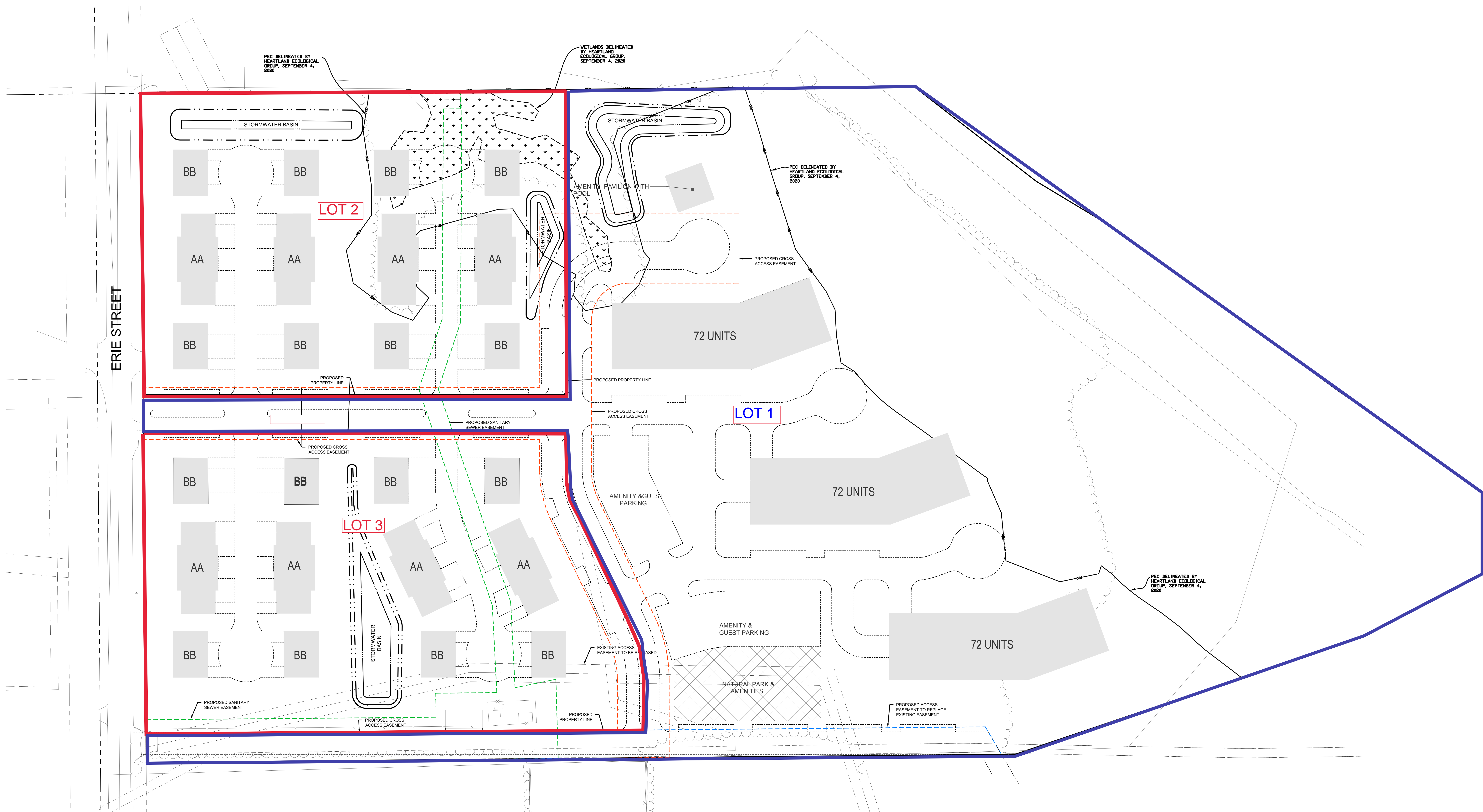
If the Plan Commission and Village Board **are willing** to support the CSM the following motion is recommended.

**Move to approve the Certified Survey Map subject to the following:**

- **Subject to Rezoning and Comprehensive Plan proposed changes being approved.**

- **Subject to comments from Village staff and any technical corrections prior to Final Recording.**
- **Existing easements may need to be updated or removed and will need to be shown on the CSM**
- **A cross access agreement between Lots may be needed.**
- **An approved grading and storm water management plan will be needed in order to receive building permits.**
- **Sewer and Water connections will need to be made by the property owner.**
- **The Final CSM must conform to all Ordinances in Titles 9, 14, & 18 as necessary and must be approved by the Village prior to final recording.**

Z:\PROJECTS\2020\2145-00-WTCAD\MASTER\MASTER.DWG 11/9/2020 5:02 PM



**From:** [Elaine Sutton Ekes](#)  
**To:** [Karie Pope](#); [Joslyn Hoeffert](#)  
**Cc:** [Eileen M. Zaffiro](#); [Tony Bunkelman](#); [Thomas J. Christensen](#)  
**Subject:** Resolution terminating agreement related to Parkview / Turn Lane in Highway 32  
**Date:** Thursday, November 12, 2020 3:05:17 PM  
**Attachments:** [Resolution Terminating 2014 agreement.docx](#)  
[Final The Parkview Termination of TRIP Agreement Revised 11-11-20 1142.pdf](#)  
[2014 Agreement.pdf](#)

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Dear Board members,

Attached is an agreement to terminate a 2014 agreement that the Village had with Alf McConnel's Parkview entity that required Alf to install a turn lane in State Highway 32 and the Village desired to incentivize him to move some of his development plans forward that were stalled. Alf did have the turn lane installed to State and Village specifications but has never fully developed on the expansion site. Alf is looking to refinance his properties according to his lawyer and the agreement and the construction obligation is a recorded cloud on his title and he is asking for it to be removed by agreeing to terminate the 2014 agreement. Any incentive obligation would also be terminated. Tony Bunkelman confirmed that the construction was complete and accepted and therefore it is acceptable to go ahead and terminate this agreement. Also attached is the resolution approving of the termination agreement.

Elaine Sutton Ekes  
Pruitt, Ekes & Geary, S.C.  
Main Place  
245 Main Street, Suite 404  
Racine, WI 53403  
Email: [esekes@peglawfirm.com](mailto:esekes@peglawfirm.com)  
(262) 456-1216  
(262) 456-2086 (fax)  
Visit us on the Web at [www.peglawfirm.com](http://www.peglawfirm.com).

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**RESOLUTION NO. 2020-111**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
APPROVING AGREEMENT REGARDING TERMINATION OF PUBLIC IMPROVEMENT  
REIMBURSEMENT AND DEVELOPMENT INCENTIVE AGREEMENT**

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

WHEREAS, Parkview Development and LLC, Parkview Commons, LLC (collectively "Parkview") and the Village entered into a Public Improvement Reimbursement and Development Incentive Agreement (the "Original Agreement") with an Effective Date of May 6, 2014, and recorded as Document No. 2382925 with the Racine County Register of Deeds.

WHEREAS, the purpose of the Original Agreement was to facilitate the construction of public improvements of a turn lane within State Hwy. 32 right-of-way by Parkview of said improvements. The amount of the incentive was to be dependent upon the assessed value of a future expansion in a defined site area and the payment of the incentive was to be funded by the Property Tax Increment (as defined in the Original Agreement), per the Original Agreement.

WHEREAS, the necessary public improvements within State Highway 32 were completed by Parkview and/or Parkview's affiliates and accepted by the Wisconsin Dept. of Transportation.

WHEREAS, no incentive payments (as described in the Original Agreement) were made by the Village nor received by Parkview, and Parkview is willing to forgo any such incentive payments now and in the future with the Village specifically denying that any such payments are due under such Original Agreement.

WHEREAS, the parties wish to terminate the Original Agreement as Parkview will not meet the deadline to qualify for any such incentive and to clear title to show that Parkview did meet its construction obligations under the Original Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Agreement Regarding Termination of Public Improvement Reimbursement and Development Incentive Agreement between Parkview and the Village attached hereto as **Exhibit A** is approved and the Village President and Clerk re authorized to execute said agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of November, 2020.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Karie Pope  
Village Clerk

**AGREEMENT REGARDING TERMINATION OF PUBLIC IMPROVEMENT  
REIMBURSEMENT AND DEVELOPMENT INCENTIVE AGREEMENT**

**THIS AGREEMENT REGARDING TERMINATION OF PUBLIC  
IMPROVEMENT REIMBURSEMENT AND DEVELOPMENT INCENTIVE**

**AGREEMENT** (this “Termination Agreement”) is made and entered into by and between **PARKVIEW DEVELOPMENT, L.L.C.**, a Wisconsin limited liability company and **PARKVIEW COMMONS, L.L.C.**, a Wisconsin limited liability company (collectively or individually, hereinafter referred to as "Owner") and the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin (the "Village");

**RECITALS:**

1. Owner has developed apartment buildings known as Parkview I, Parkview II, and Parkview III (with common addresses respectively of 5215, 5311, and 5225 Douglas Avenue within the Village of Caledonia, Racine County, Wisconsin), as well as Parkview Gardens I, Parkview Gardens II, and Parkview Gardens III (with a common address of 5321 Douglas Avenue within the Village of Caledonia, Racine County, Wisconsin). These properties, as well as contiguous land owned by Owner and/or Owner’s affiliates, are collectively or individually hereinafter referred to as "Parkview."

2. Owner and the Village entered into a Public Improvement Reimbursement and Development Incentive Agreement (the “Original Agreement”) with an Effective Date (as defined in the Original Agreement) of May 6, 2014, and recorded as Document No. 2382925 with the Racine County Register of Deeds..

3. The purpose of the Original Agreement was to facilitate the construction of

necessary public improvements of a turn lane within State Hwy. 32 right-of-way, which Owner and/or Owner's affiliates were prepared to do, and the Village agreed to provide a development incentive in the form of reimbursement to Owner for said improvements. The amount of the incentive was to be dependent upon the assessed value of any future expansion within the Site (as defined and described in the Original Agreement) by Owner, and the payment of the incentive was to be funded by the Property Tax Increment (as defined in the Original Agreement), as provided in the Original Agreement.

4. The Property Tax Increment was to be generated based on improvements on the Site (as defined and described in the Original Agreement) as set forth on Exhibit A to the Original Agreement, which is attached hereto and incorporated herein by reference.

5. The necessary public improvements were completed by Owner and/or Owner's affiliates and accepted by the Wisconsin Dept. of Transportation.

6. No incentive payments (as described in the Original Agreement) were made by the Village nor received by Owner, and the Owner is willing to forgo any such incentive payments now and in the future with the Village specifically denying that any such payments are due under such Original Agreement.

7. The parties wish to terminate the Original Agreement and the parties specifically recognize that Owner will not meet the deadline to qualify for any such incentive and to clear title to show that Owner completed the public construction obligations under the Original Agreement.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Termination of the Original Agreement.** The Original Agreement be and is terminated as of the Termination Agreement Effective Date (as defined hereinafter), with the parties having no further rights, duties, or obligations with respect thereto.

3. **Successors and Assignment.** This Termination Agreement is binding upon and enforceable against the parties' respective successors and assigns.

4. **Termination Agreement Effective Date.** This Termination Agreement becomes effective as of the date last executed by a party below (the "Termination Agreement Effective Date").

5. **Recording of this Termination Agreement.** This Termination Agreement may be recorded by Owner at Owner's expense, a copy of which will be supplied to the Village.

6. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all parties reflected hereon as the signatories. A facsimile or electronic signature to this Agreement shall be deemed to be an original for all purposes.

7. **Duty of Cooperation.** Each party shall cooperate with the other party so that the other party may properly perform its obligations under this Agreement.

(signature page follows)





**EXHIBIT A**

EXHIBIT A TO THE ORIGINAL AGREEMENT

RESOLUTION NO. 2014-30

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO  
ENTER INTO A PUBLIC IMPROVEMENT REIMBURSEMENT AND  
DEVELOPMENT INCENTIVE AGREEMENT WITH PARKVIEW  
DEVELOPMENT, L.L.C. AND PARKVIEW COMMONS, L.L.C.**

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

**RECITALS**

**WHEREAS**, the success of the Parkview Senior Living Community ("Parkview") has resulted in increased traffic and the need for a southbound left-turn lane off of Douglas Avenue into the Parkview Senior Living Community; and

**WHEREAS**, Parkview is willing to construct the necessary public improvements at its cost, and construct additional taxable improvements, provided that the Village agrees to provide a development incentive in the form of reimbursement to Owner for said improvements. The amount of the incentive, if any, shall be dependent upon the assessed value of any future expansion by Owner of the Parkview Senior Living Community, as provided in the terms and conditions set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Public Improvement Reimbursement and Development Incentive Agreement as set forth in **Exhibit A** which is attached hereto and incorporated herein is authorized and approved, and the Village President and Village Clerk are authorized to execute said agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 5th day of May, 2014.

**VILLAGE OF CALEDONIA**

By: [Signature]  
Bob Bradley, President

Attest: [Signature]  
Karie Torkilsen, Clerk

**PUBLIC IMPROVEMENT REIMBURSEMENT  
AND DEVELOPMENT INCENTIVE AGREEMENT**  
(re-recorded to correct legal description)

*[Handwritten signature]*

Legal Descriptions:

LOT 2 OF CERTIFIED SURVEY MAP NO. 2862, IN THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, STATE OF WISCONSIN.

AND

BEING A REDIVISION OF PARCEL 3 IN CERTIFIED SURVEY MAP 2238, OUTLOT 1 IN CERTIFIED SURVEY MAP NO. 2862 AND PARCEL 1 IN CERTIFIED SURVEY MAP NO. 2862 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, STATE OF WISCONSIN.

AND

LOTS 1 & 2 OF CSM 3057, RECORDED IN VOL. 9 PAGES 941-945, DOCUMENT #2322974, BEING A REDIVISION OF PARCEL 3 OF CSM 2238 OUTLOT 1 IN CSM 2862 AND PARCEL 1 IN CSM 2862 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, STATE OF WISCONSIN.

AND

The Southwest 1/4 of Section 20, Township 4 North, Range 23 East located in the Village of Caledonia, Racine County, Wisconsin; begin at a point on the North and South 1/4 line of said Section 20 that is located South 00°14'00" West 305.75 feet from the center of said Section 20; run thence South 00°14'00" West 294.74 feet; thence West parallel with the East and West 1/4 line of Section 20, 1,823.31 feet to the Northeasterly line of Wisconsin State Highway 32; thence North 42°46'00" West along the Northeasterly line of said Highway 32, 40.33 feet; thence East 200.58 feet; then North 00°14'00" East 530.49 feet to the South line of the 4 1/2 Mile Road; thence North 00°14'00" East 40.00 feet to the East and West 1/4 line of said Section 20; thence East 66 feet along said East and West 1/4 line; thence South 00°14'00" West 40 feet to the South line of the 4 1/2 Mile Road; thence South 00°14'00" West 118.88 feet; thence West 33 feet; thence South 00°14'00" West 146.87 feet; thence East 306.28 feet; thence North 00°14'00" East 146.87 feet; thence East 948.78 feet; thence North 00°14'00" East 118.88 feet to the South line of the 4 1/2 Mile Road; thence North 00°14'00" East 40 feet to the East and West 1/4 line of said Section 20; thence East 66 feet along said East and West 1/4 line; thence South 00°14'00" West 40 feet to the South line of the 4 1/2 Mile Road; thence South 00°14'00" West 265.75 feet; thence East 294.94 feet to the North and South 1/4 line of said Section 20 and the point of beginning, Excepting therefrom the Northerly 40 feet of the above described premises which are reserved for highway; purposes. Said land being the Village of Caledonia, County of Racine; State of Wisconsin. - Parcel # 104-04-23-20-091-000

TYSON FETTES  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$30.00  
Pages: 22



Return to Name and Address Below:

*30-22*

Timothy J. Pruitt  
Pruitt, Ekes & Geary, S.C.  
610 Main Street, Suite 100  
Racine, WI 53403

Parcel ID Number(s)  
104-04-23-20-091-000  
104-04-23-20-102-131 - Lot 1 of CSM 3057  
104-04-23-20-102-132 - Lot 2 of CSM 3057  
104-04-23-20-104-010 and *CSM 2862*  
104-04-23-20-104-020 - *CSM 2862*

**PUBLIC IMPROVEMENT REIMBURSEMENT  
AND DEVELOPMENT INCENTIVE AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between **PARKVIEW DEVELOPMENT, L.L.C.**, a Wisconsin limited liability company, and **PARKVIEW COMMONS, L.L.C.**, a Wisconsin limited liability company, (collectively or individually, hereinafter referred to as "Owner"), and the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin (the "Village");

**RECITALS:**

1. Owner, through its affiliates, has developed apartment buildings for seniors known as Parkview I, Parkview II, and Parkview III (with common addresses respectively of 5215, 5311, and 5225 Douglas Avenue within the Village of Caledonia, Racine County, Wisconsin), which offer independent living options to seniors, as well as Parkview Gardens I and Parkview Gardens II (with a common address of 5321 Douglas Avenue within the Village of Caledonia, Racine County, Wisconsin), which offer assisted-living options to seniors. These properties, as well as contiguous land owned by Owner, are collectively or individually, hereinafter referred to as the "Parkview Senior Living Community" or the "Parkview."

2. The success of the Parkview Senior Living Community has resulted in increased traffic and the need for a southbound left-turn lane off of Douglas Avenue into the Parkview.

3. Owner is willing to construct the necessary public improvements at its cost, and construct additional taxable improvements, provided that the Village agrees to provide a development incentive in the form of reimbursement to Owner for said improvements. The amount of the incentive, if any, shall be dependent upon the assessed value of any future expansion by Owner of the Parkview Senior Living Community ("Parkview Future Expansion

Site" or Site"), as provided in the terms and conditions set forth in this Agreement. The area upon which the Parkview Future Expansion Site shall be located is currently described in Exhibit A, which is attached hereto and incorporated herein by reference. However, at the time of its development, the description of Parkview Future Expansion Site shall be set forth with more specificity on a Certified Survey Map to be submitted to the Village for approval and subsequently recorded with the Office of the Racine County Register of Deeds.

4. In order to receive any reimbursement under this Agreement, Owner shall construct a development upon the Parkview Future Expansion Site by December 31, 2021, which shall have an assessed value of at least \$1,000,000 over the Site Tax Incremental Base Value as defined below.

5. Owner and the Village have each determined and agree that the timing of the construction of public improvements and new development on the Parkview Future Expansion Site, as described herein, has been the topic of ongoing discussions between the parties and that the construction timetable for the new development agreed to by Owner would not have occurred without the financial assistance set forth herein.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Defined Terms.**
  - **"Property Tax Increment"** shall mean the amount of annual real property taxes (or payment in lieu of taxes as provided herein) actually received by the Village that is attributable to the application of the Village's mill rate to that portion of the assessed value of the Site that is in excess of the Site Tax

Incremental Base Value. Property Tax Increment shall not contain any tax increment levied by the Village for its sewer or water utility districts, or tax increment paid to or received by any taxing jurisdiction other than the Village.

- **"Site Tax Incremental Base Value"** shall mean the assessed value of the Site on January 1 of the year following approval of the Site's Certified Survey Map based on the condition before the construction of any Site improvements. In the event that construction of Site improvements commences prior to the above-referenced January 1 assessment date, the Village Assessor shall determine the Site Tax Incremental Base Value as of the date of approval of the Site's Certified Survey Map based on the condition before the construction of any Site improvements.

3. **Conditions of Agreement.** The making of any incentive payments to Owner under this Agreement is conditioned upon Owner's continued strict compliance with the terms of this Agreement, including, without limitation, all of the following conditions:

- a) The construction by Owner to substantial completion (subject only to "punch-list" type matters) at its cost by December 31, 2014, the public improvements approved by the Department of Transportation and the Village of Caledonia, as identified in **Exhibit B**, which is attached and incorporated herein by reference.
- b) Owner shall (to the best of its actual knowledge) comply with and/or obtain (as may be applicable) all necessary and applicable local, county, state, and federal laws, regulations, approvals, and permits, including, without

limitation, prevailing wage determinations, and any and all requisite approvals by the Village Plan Commission and/or Village Board of architectural, engineering, grading, design, and construction plans and specifications, as well as the timely payment by Owner of any and all related fees required to be paid by Owner to the Village. Additionally, during the term of this Agreement, Owner shall further have no delinquent fines, penalties, or financial obligations whatsoever, including, without limitation, taxes owed to the federal government, the State of Wisconsin, the County of Racine, Wisconsin, the Village, or any other government agency or entity on a federal, state, or local level, which remain unpaid after thirty (30) days' notice to Owner..

- c) Subject to the force majeure provisions of Section 15, Owner shall complete the development upon the Parkview Future Expansion Site, as evidenced by the issuance of an occupancy permit or final governmental approval by December 31, 2021.
- d) At such time as Owner is prepared to commence expansion of the Parkview Senior Living Community, Owner shall take the necessary steps to create a separate tax parcel via Certified Survey Map upon which the Site shall be located.
- e) Until such time as payments from the Village to Owner have ceased, Owner agrees, covenants, and warrants, which covenants and warranties shall run with the Site and bind future owners and occupants thereof, to refrain from contesting, appealing, or challenging in any venue that the Site's assessed



value should be lower than the Guaranteed Minimum Assessed Value set forth below. In the event Owner is to receive a tax refund as a result of contesting, the assessed value of the Site to the Board of Review, or as a result of filing an unlawful tax or excessive assessment claim, the Village shall be entitled to an offset against or reimbursement of any incentive payments made Owner for that amount of the assessed valuation reduced.

4. **Incentive Payments by the Village.** The Property Tax Increment to be shared by the parties is premised upon an expectation that the Parkview Future Expansion Site shall have an annual assessed value over and above the Site Tax Incremental Base Value of at least \$1,000,000 (“Guaranteed Minimum Assessed Value”). Once the Site improvements are fully complete and the fully assessed value meets or exceeds the Guaranteed Minimum Assessed Value, the Village agrees to reimburse Owner for a portion of Owner’s improvement costs by paying Owner an incentive equal to 75% of the Property Tax Increment annually generated by the Site for the earlier of: (1) eight years, or (2) until Owner is reimbursed for the cost of improvements identified on Exhibit B (“Development Incentive”) and related costs. In no event shall payments exceed \$120,000. Payment of Development Incentive is subject to the following conditions:

- a) The Development Incentive shall be non-interest bearing.
- b) The Village’s obligation to make Development Incentive payments is conditioned upon the timely payment of all property taxes for the Site (subject to the opportunity to effect a cure of non-compliance as provided in this Agreement) and receipt by the Village Engineer of documentation

evidencing the actual construction costs incurred and related costs by Owner for construction of the public improvements.

- c) The Village's obligation to make Development Incentive payments shall be contingent on Owner's continued compliance with the terms of this Agreement.

Payments to Owner from the Village shall be made to the owner of record for the Site within sixty (60) days of the last tax settlement date (which is typically on or about August 20) following payment in full by Owner. For example, if Owner constructs a development on the Site in 2015 that meets or exceeds the Guaranteed Minimum Assessed Value, the timeline would be as follows:

- 2015 – Construction fully completed
- January 1, 2016 – fully assessed value established by Village Assessor
- December 2016 – tax bill issued to Owner
- January 31/July 31, 2017 – Owner pays property tax bill in full
- October 2017 – 75% of Property Tax Increment paid to Owner

5. **Taxability.** Owner shall not sell, transfer, convey, or use the Site in any manner that would render it exempt from the imposition of general property taxes under the statutes of the State of Wisconsin, except where taken in whole or in part by the exercise of eminent domain under federal or state statutes, laws, and regulations. Owner agrees that in the event the Site, or any part thereof, were deemed to be tax exempt, Owner shall make payments in lieu of taxes to the Village in an amount equal to the amount of Property Tax that would have been collected were the Site taxable and by the same date that the first installment tax payment on the Site's property would have been due were the entire Site taxable.

6. **Legal Action.** In addition to the provisions set forth in this Agreement, the Village may take any and all other appropriate action at law or equity to enforce compliance with

the provisions of this Agreement by Owner, and in the event of a legal action in which the final determination is in favor of the Village, the Village shall be entitled to collect from Owner statutory costs and disbursements, plus the Village's actual reasonable attorneys' fees and costs.

7. **Laws to Be Observed.** Owner shall at all times observe and comply, subject to the opportunity to effect a cure of non-compliance as provided in this Agreement, with all federal, state, and local laws, regulations, and ordinances (collectively, the "Laws") which are in effect or which may be placed in effect and impact the ownership and occupancy of the Site or Owner's operations and the exercise of its rights and obligations hereunder.

8. **Public Protection and Safety.** The Village shall not be responsible for any damage, bodily injury, or death arising out of Owner's ownership or occupancy of the Site or Owner's exercise of its rights hereunder whether from maintaining an "attractive nuisance" or otherwise, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, consultants, officers, or employees.

9. **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents, consultants or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

10. **Indemnification/Hold Harmless Agreement.** Owner hereby expressly agrees to indemnify and hold the Village and its agents, consultants, officers and employees harmless from and against all claims, judgments, damages, penalties, fines, costs or loss (including reasonable fees for attorneys and consultants) and liability of every kind and nature, for injury (including death) or damage received or sustained by any person or entity in connection with this Agreement, or on account of the construction, occupancy, activities on or use of the Site and the

exercise by Owner of its rights and obligations at or for the Site pursuant to this Agreement, except to the extent as such claims or liability arise by virtue of the negligence, unlawful, or willful misconduct of the Village or any of its agents, contractors, officers, or employees. Owner further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents, consultants and employees) in the event they are named as a defendant in an action pertaining in any way to this Agreement except where such suit is brought by Owner and except to the extent as such claims or liability arise by virtue of the negligence, unlawful or willful misconduct of the Village or any of its agents, contractors, officers or employees. Owner is not an agent or employee of the Village, and nothing herein is intended or shall be construed as creating a partnership or joint venture between or among the Village and Owner.

11. **Successors and Assignment.** This Agreement is binding upon and enforceable against the parties' respective successors and assigns, and the provisions hereof shall be covenants running with the land. The Village may assign its interest in this Agreement to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village. Owner may assign its interests under this Agreement to an entity not under common ownership with Owner only as permitted, in writing and in advance, by the Village, which permission shall not be unreasonably withheld. Additionally, Owner, or if a controlling interest in Owner, is to be sold or otherwise transferred during the term of this Agreement, the Village shall be notified no less than 30 days before such sale or transfer would be effective. This Agreement shall remain in effect thereafter unless the Village, for good cause stated, gives written notice to Owner objecting to such sale or transfer, in which case this Agreement shall terminate immediately if such sale or transfer is consummated.

12. **Owner Default.** In the event Owner fails to timely perform any one or more of its obligations under this Agreement (an “Owner Default”), the Village shall promptly provide written notice to Owner to the extent known by the Village of the action or omission constituting the basis for the default. The notice shall provide Owner at least twenty (20) days from the date of the notice to cure any payment default and at least sixty (60) days to cure any other default not related to payment obligations. However, the sixty day period may be extended to the period of time reasonably necessary to cure the default if Owner promptly commences activities to cure the default, but in no event shall the period of time to cure the default exceed one hundred and twenty (120) days from the date of the Village’s notice.

In the event an Owner Default is not fully and timely cured by Owner, the Village shall have no further obligation to make any additional Development Incentive under this Agreement, and the Village shall have all of the rights and remedies available at law and in equity.

13. **Village Default.** In the event the Village fails to timely perform any one or more of its obligations under this Agreement (a “Village Default”), Owner shall promptly provide written notice to the Village to the extent known by Owner of the action or omission constituting the basis for the Village Default.

The notice shall provide the Village at least twenty (20) days from the date of the notice to cure any payment default and at least sixty (60) days to cure any other default not related to payment obligations. However, the sixty-day (60-day) period may be extended to the period of time reasonably necessary to cure the default if the Village promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of Owner’s notice.

In the event a Village Default is not fully and timely cured by the Village, Owner shall have all of the rights and remedies available at law and in equity.

14. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended or a successor designated by a party to this Agreement, or upon facsimile transmission to the fax numbers set forth herein or a successor number or numbers designated by the party or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both:

To Owner: Parkview Development, L.L.C. and  
Parkview Commons, L.L.C.  
c/o Alfred McConnell  
2677 Orrington Avenue  
Evanston, IL 60201  
Facsimile Number: (847) 566-6528

To The Village: Village of Caledonia  
Attention: Village Clerk  
6922 Nicholson Road  
Caledonia, WI 53108  
Facsimile Number: (262) 835-2388

15. **Force Majeure.** In the event that Owner or Village shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, fire, earth quake, flood, terrorism, war, acts of God, or other reason beyond Owner's or Village's reasonable control, then performance of such act shall be excused for the period of delay and the period for the

performance of any such act shall be extended for a period equivalent to the period of such delay, prevention or stoppage.

16. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

17. **Effective Date.** This Agreement becomes effective as of the date last executed by a party below.

18. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A facsimile or electronic signature to this Agreement shall be deemed to be an original for all purposes.

19. **Further Assurances.** Each party agrees (a) to furnish upon request to each other party such further information, (b) to execute and deliver to each other party such other documents, and (c) to do such other acts and things, all as another party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents and transactions referred to in this Agreement.

20. **Duty of Cooperation.** Each party shall cooperate with the other party so that the other party may properly perform its obligations under this Agreement.

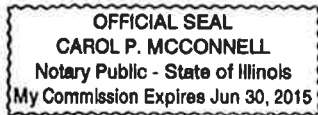
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

**PARKVIEW DEVELOPMENT, L.L.C. and  
PARKVIEW COMMONS, L.L.C.**

By: Alfred G. McConnell  
Name: Alfred G. McConnell  
Manager

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Personally came before me this 6<sup>th</sup> day of May 2014, the above-named Alfred G. McConnell, Manager of Parkview Development, L.L.C. and Parkview Commons, L.L.C., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability companies.



Carol P. McConnell  
Notary Public, COOK County,  
My Commission expires: JUNE 30, 2015

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Bob Bradley  
Village President

Attest: \_\_\_\_\_  
Karie L. Torkilsen  
Village Clerk

STATE OF WISCONSIN )  
 ) SS:  
COUNTY OF RACINE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Bob Bradley and Karie L. Torkilsen, Village President and Village Clerk of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Racine County, Wisconsin  
My Commission expires: \_\_\_\_\_







# CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 2238, OUTLOT 1 IN CERTIFIED SURVEY MAP NO. 2862 AND PARCEL 1 IN CERTIFIED SURVEY MAP NO. 2862 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, STATE OF WISCONSIN.

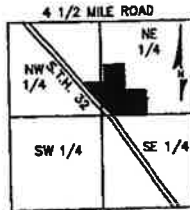
- INDICATES IRON PIPE FOUND
- ⊙ INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.13 LBS PER LINEAL FOOT, SET.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

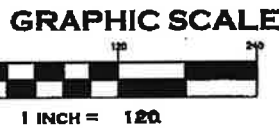
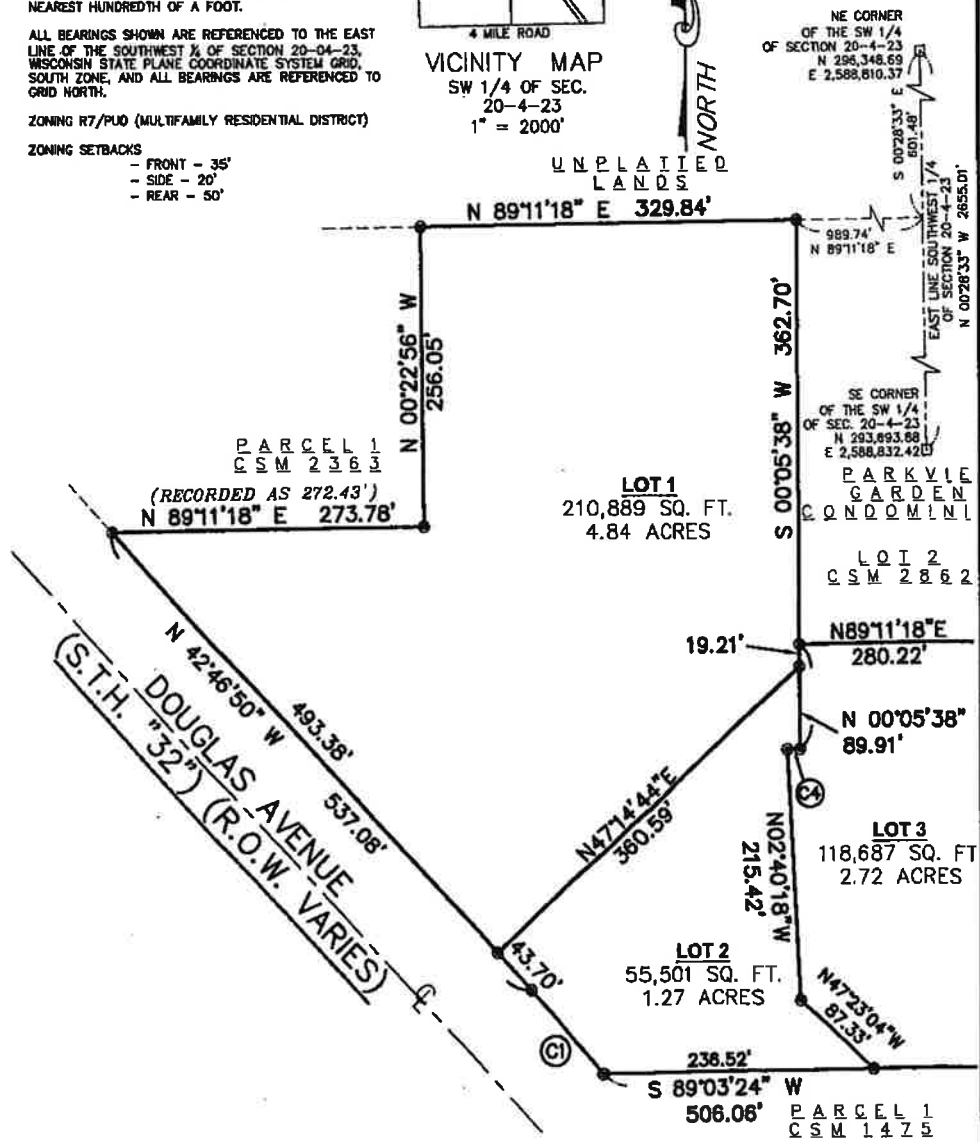
ALL BEARINGS SHOWN ARE REFERENCED TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 20-4-23, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH.

ZONING R7/PUD (MULTIFAMILY RESIDENTIAL DISTRICT)

- ZONING SETBACKS
- FRONT - 35'
  - SIDE - 20'
  - REAR - 50'



VICINITY MAP  
SW 1/4 OF SEC.  
20-4-23  
1" = 2000'





# EXHIBIT B



*Expert Paving Since 1959*

March 24, 2014

Alf McConnell  
Liberty Mortgage & Development Company  
2677 Orrington Avenue  
Evanston, IL 60201

**RE: STH 32 (Douglas Avenue) – Left Turn Lane  
Caledonia, WI**

Dear Alf,

Thank you for inviting Black Diamond Group, Inc. to provide a proposal for this project. Black Diamond has had the privilege to provide customers with outstanding quality and service for over 55 years. Further to our various communications, our on-site meeting on Friday afternoon, and our conference call with Chris Jackson, we propose to furnish all labor, equipment, and materials necessary to complete the turn lane construction on Hwy 32 as described below.

Plans by CJ Engineering – Cover Sheet Dated 1-20-2014 – Revised 2-20-14 & 3-19-14

The work detailed below is to complete a turnkey construction of a left turn lane on STH 32. I have noted after the list of inclusions, items that are the responsibility of others as well as one alternate which may be needed. Black Diamond has completed many of these types of projects and is familiar with (and to) the Wisconsin DOT personnel that manage and oversee this type of private development on DOT highways.

**Work Included –**

1. Traffic control – Set up, supply, and maintain traffic control per the plan for the entire length of the project. This includes all barricade equipment, lighted arrow boards, removal of existing painted center line, placement & removal of temporary traffic tape, and flaggers.
2. Excavation and removals – Saw cut, curb removal, concrete plowable nose removal, and earth excavation.
3. Crushed aggregate base course – Supply and install 4" dense graded and 4" open graded crushed aggregate base course in pavement area and under concrete walk.
4. Storm inlets – Remove existing frame & grates and supply & install new frame & grates per plan for two storm sewer inlets.
5. Concrete work – Construct 24" gutter, 30" curb & gutter, 5" walk, and snow plowable nose.
6. Asphalt work – Construct a 5.75" thickness asphalt pavement.
7. Pavement Marking – Paint new traffic lines and symbols per plan, repaint removed center line, install "grooved in" WR tape.
8. Lawn Restoration – Backfill curb, install topsoil, seed, fertilizer, and erosion mat.
9. Relocate, furnish new, & install traffic signs per plans & DOT standards.

**General Construction Terms and Conditions:**

- A. All work is to be completed per Wisconsin DOT specifications.
- B. Prices provided assume the work will be constructed in one phase. Additional mobilization charges will be required if work is to be phased other than specified.
- C. The storm inlet work includes removing and replacing up to one existing concrete riser on each inlet. Any additional work to the inlet chimney would be at an additional cost per item 2 below.
- D. The price is complete for the work as shown on the plans. Any changes to the plans or additional work required by the DOT or local municipality may be cause for additional charges.
- E. The prices provided include all constructed related items as per the DOT permit #51-03m-14.
- F. Our price includes staking of the work as required to complete the construction shown. Electronic CAD files are to be supplied to us at no cost.
- G. The prices provided assume all work is to be completed prior to June 28, 2014. The project will take approximately 40 days to complete.
- H. If unstable subgrade is encountered it shall be removed and replaced with suitable aggregate for an agreed upon price between owner, or designated representative of owner, and Black Diamond Group, Inc. (See item 3 below.)
- I. Black Diamond will coordinate all work with the DOT representative. Any inspection fees associated with the construction are the responsibility of others.
- J. The Caledonia street opening permit of \$500.00 is included. All other permits & permit fees are the responsibility of the owner.
- K. The Village of Caledonia is requiring a \$5,000 cash warranty bond to be held for 15 months after the permit is issued. If they accept a warranty bond, Black Diamond Group can likely obtain one but will need to review the details of requirements from the Village in order to provide a price. BDG will use all reasonable efforts to minimize the cost of this bond and will only ask for reimbursement from the owner of our direct cost.

**Black Diamond Group Inc. is a Wisconsin Department of Commerce certified Woman Owned Business Enterprise. Certification documentation supplied upon request.**

WE PROPOSE hereby to furnish material, labor and equipment - complete in accordance with above specifications for the sum of: **\$89,980.00**

The Wisconsin DOT reserves the right to modify the work scope to fit field conditions that may be discovered during construction (see item 12 in DOT permit). The following list offers descriptions of and possible costs related to some of the items of added work that could be required. This list may or may not be complete but is offered based on our experience with these types of projects. The costs provided are not firm prices. Should additional work be added by the DOT the cost of the work will be provided to the owner for approval prior to the work being completed. All reasonable efforts will be made to minimize any added project costs.

**1 – Additional Paving at Match Point:** The project plans call for the new curb and new asphalt to match into the existing asphalt pavement at the old curb flange line. Often the DOT requires repair of the adjacent asphalt to ensure a proper match. Although not shown on the plan, the DOT may require repair at the entire match point of the project, the added cost would be as listed below and would include milling the existing asphalt 2.25" deep and placement of a new asphalt surface of the same thickness.

**Possible Additional Cost – \$4,730.00**

**2 – Repair / Rebuilding of Existing Inlet Structures:** The project plans call for replacing the existing storm inlet frames and grates with new to match the new curb section. It is possible that the existing storm sewer masonry may need additional repair or rebuilding once exposed. Although it is not possible to identify the amount of work that may or may not be required, stated below is likely the most a repair could cost (other than a full replacement of the structure itself).

**Possible Additional Cost – \$3,800.00**

**3 – Subgrade Stabilization:** The DOT will require that they inspect the earth subgrade for stability prior to placing the stone base. If unstable soil is encountered, it will be removed and replaced with crushed stone. The cost listed below is to stabilize 50% of the area excavating 12" deeper and placing stone.

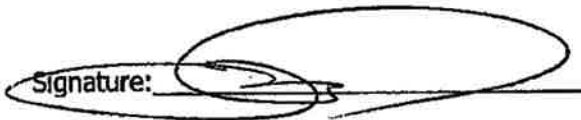
**Possible Additional Cost – Add \$10,000.00 to the price listed below.**

**Payment terms: Payment is due in full upon completion of work and receipt of invoice. No retainer is to be held.**

**The following Black Diamond Group Incorporated Terms and Conditions are hereby incorporated by reference in this agreement.**

BLACK DIAMOND GROUP, INC.

ACCEPTANCE OF PROPOSAL  
Owner / Owner's Representative

Signature: 

Signature: \_\_\_\_\_

Joseph Teglia, Sales  
PRINTED NAME AND TITLE

\_\_\_\_\_  
PRINTED NAME AND TITLE

Date: 3-24-14

Date: \_\_\_\_\_

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BLACK DIAMOND GROUP INCORPORATED ("BDG"), HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO BDG, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. BDG AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

1. **Offer, Governing Provisions and Follow-up Work.** Any order for asphalt, concrete, paving services or related services ("Services") or related materials ("Materials") (Services and Materials sometimes referred to collectively as the "Work") which is placed with BDG, regardless of how placed, is subject to these terms and conditions. Any future orders, regardless of how placed, will also be subject to these terms and conditions. No modified or other conditions will be recognized by BDG unless specifically agreed to in writing and failure of BDG to object to provisions contained in any purchase order or other communications from Buyer shall not be construed as a waiver of these terms and conditions, nor an acceptance by BDG of any such provisions. No order accepted by BDG shall be altered or modified by Buyer unless agreed to in writing

by BDG, and no such order may be canceled or terminated except upon payment of BDG's loss, damage and expense arising from such cancellation or termination, as set forth herein. Quotations or proposals are subject to change, without notice, if not accepted within fifteen (15) days. Change orders, when signed by the parties, shall become a part of this contract.

IT IS RECOGNIZED THAT BUYER MAY HAVE FORMS THAT HAVE TERMS AND CONDITIONS PRINTED THEREIN WHICH DIFFER FROM OR ADD TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THAT SUCH FORMS MAY LIMIT ACCEPTANCE OF THE TERMS AND CONDITIONS OF SUCH FORMS. IN THE INTEREST OF ECONOMY AND CONVENIENCE, IT WILL BE PERMISSIBLE FOR BUYER TO PLACE AN ORDER WITH BDG ON SUCH FORM, BUT IT IS EXPRESSLY UNDERSTOOD THAT NONE OF THE TERMS AND CONDITIONS THEREIN SHALL BE DEEMED EFFECTIVE, AND IN THE CASE OF SUCH CONFLICT, THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL BE DEEMED EFFECTIVE AND AGREED TO BETWEEN BDG AND BUYER, AND THAT ACCEPTANCE OF SUCH FORMS SHALL NOT BE DEEMED TO BE AN ACCEPTANCE OF THE TERMS AND CONDITIONS OF SUCH FORMS.

**2. Warranties and Limitations.** BDG hereby warrants to the Buyer that all new asphalt paving work shall be free from defects in materials and workmanship for a period of one (1) year from the date of substantial completion of the asphalt work (the "BDG Limited Warranty"). In the event that the Buyer discovers a defect in materials or workmanship, it must notify BDG within thirty (30) days of the discovery of the defect. The Buyer's sole and exclusive remedy shall be repair or replacement, at BDG's sole discretion, of the work by BDG.

The BDG Limited Warranty shall be conditioned on: (i) the pavement being used only for the traffic type and volume that it was designed for; (ii) acceptance by the Buyer of recommended work which is related to the structural integrity of the Work; (iii) acceptance by the Buyer of all proposed change orders related to the structural integrity of the Work; and, (iv) the truth of all of the assumptions stated in the contract.

This limited warranty shall not create any liability for, nor shall BDG have any obligation for, any damage or failure caused by: (i) natural forces, such as water, frost cracks or freeze/thaw cycles; (ii) tree roots; (iii) chemical or petroleum damage; (iv) winter salt application; or, (v) punctures or gouges, such as those caused by snowplows or kickstands. This limited warranty does not cover cracking in the asphalt as cracking occurs as a result of natural conditions which are beyond BDG's control.

THE BDG LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND BDG SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT OR OTHER THEORIES OF LAW, WITH RESPECT TO ANY MATERIALS USED BY BDG OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED TO SERVICES PROVIDED BY BDG.

Without limiting the generality of the foregoing, BDG specifically disclaims any liability for property damage or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, costs of substitute products, facilities or services, down-time, shut-down costs, recall costs or any other types of economic loss and for claims of Buyer's customers or any third party for any such damages. BDG SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

During construction of the Work, conditions may present that, in our professional opinion, require a change in the scope of the Work in order to preserve the structural integrity of the Work. If we recommend such a change and Buyer does not accept the change order, the BDG Limited Warranty shall be void and of no effect.

All asphalt and concrete pavement will eventually crack. BDG does not warrant the Work against cracking, since cracking occurs as a result of conditions beyond BDG's control. BDG does not warrant against pavement movement as pavement movement occurs as a result of expansion of underlying soils caused by weather related issues which are beyond BDG's control.

Buyer shall indemnify BDG against any and all losses, liabilities, damages and expense (including, without limitation, attorneys fees and other costs of defending any action), which BDG may incur as a result of any claim by Buyer or others arising out of or in connection with the Services and/or Materials sold hereunder, and based on product and/or service defects not proven to have been caused solely by BDG's negligence.

All of the Work is conclusively accepted as satisfactory unless BDG is notified by Buyer in writing within 3 days after the Work is completed. Any claim for damage to property is conclusively waived unless BDG is notified as to the details of the claim, in writing, within 24 hours of the occurrence.

**3. Prices and Payments.** If Buyer fails to pay any invoice when due, BDG may, at its option: (i) delay further Services to Buyer until such invoice is paid, and/or (ii) terminate any or all contracts with Buyer. All invoices are due and payable in net cash upon receipt of the invoice. Any invoice that is not paid timely shall bear interest at the rate of one and one half percent (1.5%) per month from the due date or the highest amount allowed by applicable law, whichever is less. Buyer shall be responsible for, and shall remit to BDG, all costs, expenses and reasonable attorneys' fees incurred by BDG in obtaining payment of any invoice or portion thereof.

**4. Modifications and Cancellations.** No specifications, terms or conditions may be cancelled or altered by Buyer except as evidenced by a written change order signed by Buyer and BDG. Buyer shall designate a representative who shall have express authority to bind Buyer with respect to all matters requiring Buyer's approval or authorization, including, without limitation, change orders. In the event that Buyer desires to cancel the Work, Buyer may do so by paying for all Materials purchased by BDG for the Work and a charge of: (i) if BDG has not commenced the Work, 15 % of the contract price; (ii) if BDG has commenced the Work, the value of the completed work plus 25% of the remainder of the contract price and a reasonable demobilization fee.

**5. Average Depth of Material.** Whenever this contract or related proposal includes a reference to materials quoted at various depths, i.e., base layers, asphalt, concrete, top soil, stone, etc., the reference shall be interpreted to mean average depth. Variations occur in the field due to natural or manmade conditions which will dictate the necessity for average depth.

**6. Concealed or Unknown Conditions.** If conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in this contract, or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this contract, then BDG shall give notice of such conditions to Buyer. If these conditions cause an increase in BDG's cost of, or time required for, performance of any of the Work, Buyer shall be responsible for such cost and shall consent to an adjustment of the schedule for performance.



**7. Scheduling.** BDG will use its best efforts to provide Buyer with 3-5 business days notice prior to the commencement of the Work. Once the Work has commenced, BDG will use its best efforts to complete the Work within a reasonable time. BDG shall not be liable for delays due to causes beyond the reasonable control of BDG. If, for any reason, whether at the request of Buyer, or due to weather, a portion of the Work is delayed, Buyer shall pay for all of the Work completed prior to suspension of the Work upon receiving BDG's partial invoice.

**8. Damage to Existing Property / Structure.** Buyer shall indemnify and hold BDG harmless for any claim or damage suffered by BDG related to damage to existing pavement or structures, or other claims of parties, whether Buyer or from adjacent property, with property rights, arising out of BDG's performance of this contract, provided that BDG has performed in accord with the terms, conditions and specifications of this contract. BDG is not responsible for damage to existing pavement or underlying structures, including utility lines, due to construction practices or traffic.

**9. Survey.** Buyer is responsible for establishing property lines and for assisting BDG to locate the Work on the site. Buyer is responsible for Materials placed as directed in the event of a trespass. Buyer is responsible for the cost of any survey work necessary to locate the Work.

**10. Email.** Notice or authorization given by Buyer's designated representative via email shall be binding on Buyer.

**11. Grade.** BDG shall not be responsible for any standing water on the Work if new or existing pavement elevations are less than 2%. If Buyer directs construction of Work with less than 2% drainage, the BDG Limited Warranty is void.

**12. Utilities.** The Buyer is required to inform BDG of any private utilities located in the area where the Services are to be performed.

**13. Permits.** Unless otherwise stated in this contract, Buyer shall be responsible to pay for and obtain any required permits for the Work. Cost of permits is not included in the contract price.

**14. Miscellaneous Construction Issues.** The Work is built to support Buyer's specified or reasonably intended use. Use that is heavier than specified or reasonably intended will result in premature wear and possible failure of the Work. Materials used in seal coating, crack sealing and pavement marking wear off with traffic flow. BDG cannot guaranty the longevity of sealing materials or pavement marking materials. Buyer should allow 48 hours for sealer to cure before driving on it. BDG shall not be responsible for sealer left on concrete or buildings from prior applications; dust or debris from blowers on vehicles near the site. BDG is not responsible for the removal of contaminated materials if encountered.

**15. Landscaping.** Unless landscaping is expressly included within the Work, BDG is not responsible for: damage to landscaped areas of Buyer's property as a result of project preparation, execution or completion; modifications required in landscaping to ensure proper drainage from the site of the Work; and backfilling asphalt or concrete pavement edges.

**16. Evidence of Financial Ability.** At any time prior to completion of the Work, BDG may request in writing that Buyer provide reasonable evidence that Buyer has made financial arrangements to fulfill Buyer's obligations under the contract. Thereafter, Buyer shall, within three (3) days of the receipt of such request, furnish such evidence of financial ability as a condition precedent to commencement or continuation of the Work. In the event that Buyer is unable to furnish such evidence, BDG may, at its sole discretion, discontinue the Work.

**17. Employee Training.** All of BDG's employees participate in BDG's drug and alcohol testing program and all of BDG's employees are OSHA 10 trained. In the event that Buyer requires other or additional training, testing or participation in other programs sponsored by Buyer, Buyer shall compensate BDG for all of BDG's labor cost related to such participation.

**18. Force Majeure.** BDG shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond BDG's reasonable control, including, without limitation, any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation or inability to obtain necessary labor, materials or production facilities. BDG's liability for other delays or failure of performance shall be limited to the portion of the contract price attributable to the Work delayed.

**19. Construction, Venue, Severability.** This contract shall be governed and construed in all respects by the laws of the State of Wisconsin. The parties hereto agree that the only proper venue for any cause of action arising hereunder shall be in the state courts of the State of Wisconsin and Buyer hereby consents to the jurisdiction of the state courts of the State of Wisconsin. In the event that any provision of this contract is declared void or unenforceable by any competent legislative or judicial authority, such declaration shall not affect the enforceability of any other provision of this contract, it being the intent of the parties that this contract shall be severable and applied as if such void or unenforceable provision had not been included herein.

## **RESOLUTION 2020-112**

### **RESOLUTION APPROVING AND AUTHORIZING THE ADOPTION OF THE 2021 BUDGET FOR THE VILLAGE OF CALEDONIA, AUTHORIZING, FEES, CAPITAL PROJECTS, AND SETTING VARIOUS TAX LEVIES**

**WHEREAS**, there is a need to adopt a budget for the year 2021, authorize fees and capital projects and set annual tax levies; and

**WHEREAS**, the Village Administrator's Proposed Budget dated September 21, 2020 was presented to the Village Board for consideration; and

**WHEREAS**, the Proposed Budget was amended and as revised and dated October 14, 2020 was approved by the Village Board on October 14, 2020; and

**WHEREAS**, the Proposed Budget summary was published in the official newspaper for the Village of Caledonia on November 1, 2020; and

**WHEREAS**, a public hearing on the proposed budget was held by the Village Board on November 16, 2020.

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

1. That the amendments to the Proposed Budget dated November 16, 2020, as set forth in Exhibit A which is attached hereto and incorporated herein are authorized and approved.
2. That, as amended, the Proposed Budget dated October 19, 2020, as set forth in Exhibit B, which is attached hereto and incorporated herein, which includes:
  - a. the General Fund
  - b. the Debt Service Fund
  - c. the Capital Projects Fund
  - d. the TID #1 Fund
  - e. the TID #3 Fund
  - f. the TID #4 Fund
  - g. the TID #5 Fund
  - h. the 4 Mile Fund
  - i. the Memorial Park Fund,
  - j. the Fire Service Fund
  - k. the Parks Enterprise Fund
  - l. the Joint Park Fund
  - m. the Fire Service/Ambulance Fund
  - n. the Fire Safer Grant Fund
  - o. the Municipal Court Fund
  - p. the Refuse Fund
  - q. the Recycling Fund,

and is hereby approved and adopted as the Village of Caledonia's 2021 Budget, and that the proposed budgets contained therein for the Caledonia Storm Sewer Utility District, the Caledonia Utility District, and the Joint Health Department are specifically approved. A copy of the 2021 Budget shall be on file with the Village Clerk.

3. That the capital projects that are budgeted for in 2021 are set forth in Exhibit B and said capital projects are hereby approved and authorized.
4. That, notwithstanding the estimated fee set forth in Exhibit B, the "refuse fee" for 2020 shall be set at \$106.00 per parcel and the "recycling fee" for 2020 shall be set at \$63.00 per parcel and shall be collected on the December 2021 tax bill.
5. That the amount of \$15,010,597, be levied and assessed upon the taxable property of the Village of Caledonia in 2020 for the 2021 budget year and that this levy shall be allocated among the General Fund, the Debt Service Fund, the Capital Projects Fund, the Joint Health Fund, the Joint Parks Fund, the Memorial Park Fund, and the Park Enterprise Fund as set forth in Exhibit B.
6. That special assessment revenue from the 3 Mile Project, the Maple Park Subdivision Project and the Woodland Pines Subdivision Project shall be deposited in the special assessment account in the Debt Service Fund Budget.
7. That the following amounts be levied and assessed in 2020 for the 2021 budget year upon the taxable property within the appropriate taxing district as follows:
  - a. \$97,563 upon the taxable property within the Caledonia Water Utility District.
  - b. \$555,855 upon the taxable property within the Caledonia Sewer Utility District.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of November, 2020.

Village of Caledonia

By \_\_\_\_\_  
James R. Dobbs, President

Attest \_\_\_\_\_  
Karie Pope, Village Clerk

## **EXHIBIT A**

1. Revise the following accounts:
  - a. Reduce by \$10,000 acct # 100.42.65030 – Capital Projects – Engineering Equipment
  - b. Reduce by \$75,000 acct #100.90.60100 – General Liability Insurance
  - c. Add \$74,000 acct #100.90.65100 - Contingency