



VILLAGE BOARD MEETING AGENDA
Monday, May 3, 2021 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

THIS WILL BE AN IN-PERSON MEETING – MAX NUMBER OF ATTENDEES 16

AUDIO & VIDEO CONFERENCE VIA ZOOM

ACCESS VIA DIAL-IN NUMBER IS: 1-(312) 626-6799; ACCESS CODE IS: 860 5472 1761 OR

ACCESS VIA ONE-TOUCH TELEPHONE IS: tel:+13126266799,,86054721761# OR

ACCESS VIA INTERNET IS: <https://us02web.zoom.us/j/86054721761>

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
 - B. Legislative & Licensing
 1. New Class B Combination Liquor License/Javeen LLC/Trade Name Arbee's Liquor Mart/4606 Douglas Avenue/ Priyank Patel, Agent
8. **Ordinances and Resolutions**
 - A. **Ordinance 2021-03** – 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 ±3.0 Acres From B-1 Neighborhood Business District To R-3 Suburban Residential District (Sewered) For The Two Properties Located On Waters Edge Drive, Formerly Erie Street (Parcel Nos. 104-04-23-21-016-000 & 104-04-23-21-021-000), Village Of Caledonia, Racine County, Wi. Village Of Caledonia, Applicant & Owner
 - B. **Ordinance 2021-04** – 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(Q) Adding An Amendment To The Village's Comprehensive Plan And Affecting Two Parcels Part Of The NW 1/4 Of Sec. 21, T4N, R23E, Village Of Caledonia; Containing 3.0 Acres, More Or Less; From Governmental & Institutional To Medium Density Residential (6,200 SF To 18,999 SF Per Dwelling Unit); Village Of Caledonia, Owner
 - C. **Ordinance 2021-05** – An Ordinance To Amend Section 15-1-3(B) Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin, Relating To Wisconsin Uniform Dwelling Code
 - D. **Resolution 2021-57** – Resolution Of The Village Board Of The Village Of Caledonia To Approve The Third Amendment To Development Agreement Between The Village Of Caledonia And Wispark LLC

- E. **Resolution 2021-58** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site Plan For A 20' X 40' Temporary Canopy Tent For Sales Of Fireworks And A 8' X 20' Storage Container For Firework Storage From June 11 Through July 11, 2020; 13600 7 Mile Road; Dolan Pomrening/American Fireworks, Applicant
- F. **Resolution 2021-59** – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site Plan For A 30' X 45' Temporary Canopy Tent For Sales Of Fireworks And A 10' X 25' Storage Container For Firework Storage From June 11 Through July 11, 2021; 4838 Douglas Avenue; Dolan Pomrening/American Fireworks, Applicant
- G. **Resolution 2021-60** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A 1,477 Square Foot Storage Building At 8617 Storage Drive, Village Of Caledonia, Racine County, Wi; Michael Dresen, Applicant & Owner
- H. **Resolution 2021-61** – Resolution Authorizing The Awarding Of A Contract For Bituminous Concrete Surfacing In The Village Of Caledonia For 2021

9. **Report from Village Administrator**

10. **Adjournment**

**Village Board Meeting
April 19, 2021**

1 - Order

President Dobbs called the Village Board meeting to order at 6:01 p.m., at the Caledonia Village Hall.

2 - Pledge of Allegiance

3 - Roll Call

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

Absent: Trustee Prott was excused.

Staff: Administrator Tom Christensen, Finance Director Kathy Kasper, and Utility District Director Anthony Bunkelman.

4 - Communications and Announcements

Trustee Martin spoke of Paul Revere's famous ride anniversary in Boston on April 19, 1775.

Clerk Hoeffert read a Thank You letter to Trustee Prott from the Caledonia Highway Department. The letter thanked him for his years of service as a Trustee and all the good he has instilled in the community. They spoke of giving him a proclamation and a plaque to honor him.

5 - Approval of minutes

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

Village Board – April 5, 2021
Special Village Board – April 5, 2021

6. Citizens Reports

None.

7 - Committee Report

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

Village - \$ 154,967.79
US Bank - \$83,955.80

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

Trustee Wishau questioned two different charges on the US Bank list relating to catering a retirement party. He did not feel these charges were appropriate for spending tax levy dollars. The Board discussed having the Legislative & Licensing Committee and the Finance Committee to create a policy regarding Village hosted parties. There was a suggestion to include a line item in the budget to cover food. There was discussion regarding the purpose of approving AP lists.

Motion by Trustee Wishau to approve the US Bank for \$83,274.80 – less the amount for food charges. Seconded by Trustee Martin. Trustee Wishau rescinded his previous motion.

Motion by Trustee Wishau to approve the US Bank as presented. Seconded by Trustee Martin. Motion carried; 5/1.

8 – New Business

8A - Remaining Committee/Commission Appointments

Appointment to the Police & Fire Commission

Motion Trustee Martin by to appoint John Becker to the Police & Fire Commission. Seconded by Trustee Wanggaard. Motion carried unanimously.

Appointment to the Sexual Offenders Appeal Board

Motion Trustee Martin by to reappoint Ted Schlitz to the Sexual Offenders Appeal Board. Seconded by Trustee Wanggaard. Motion carried unanimously.

Appointment to the Weed Commissioner

Motion Trustee Martin by to appoint CLL Services, Inc. as the Weed Commissioner, subject to an agreement put together by the administrator. Seconded by Trustee Weatherston. Motion carried unanimously.

Trustee Wanggaard stated the Weed Commission position will be brought to Legislative 7 Licensing Committee so that there is more of a finalized policy. The Board felt that the Weed Commissioner should not have the mowing contract because of the conflict of interest.

8B - Appointments to Village Board Sub-Committees and Commission Liaisons

- Ad Hoc Committee
 - Trustee Wishau
 - Trustee Martin
- Board of Health
 - Trustee McManus

- Board of Review
 - Trustee Martin
- CDA
 - Trustee Martin
- Finance Committee
 - President Dobbs
 - Trustee Martin
 - Trustee Wishau
- Legislative & Licensing Committee
 - Trustee Wanggaard
 - Trustee Stillman
- Parks & Recreation Advisory Committee
 - Trustee Weatherston
 - Trustee Wishau
 -
- Personnel Committee
 - Trustee Stillman
 - Trustee Wanggaard
- Planning Commission
 - Trustee Weatherston
 - President Dobbs
- Public Safety Committee
 - Trustee Stillman
 - Trustee Wanggaard
 - Trustee McManus
- Public Works Committee
 - Trustee Weatherston
 - Trustee McManus
- Utility District
 - Trustee Wishau

Motion by Trustee Wanggaard to approve the appointment made. Seconded by Trustee Stillman. Motion carried unanimously.

8C - Consultant Cost Savings Analysis and Possible Position Creation in the Utility District

Utility District Director Anthony Bunkelman, Utility Operations Director Bob Lui, Utility District President Howard Stacey, Utility District Commissioner Tony Minto, and Trustee

Lee Wishau worked on this project together. Bunkelman presented the analysis and proposition of creating a new position in the Utility District resulting in cost savings.

The Engineer Tech would be focusing on Construction, Inspection, and GIS. There should be a measurable cost savings, and Foth would be providing in more detailed budget to realize, if any, the actual cost savings. But on average, we are spending close to \$126/hour for Foth's services. There was also discussion about if the Engineer Tech would be use for other projects and how that will be tracked. The Village will be using MiTime to track hours worked and will be able to see when the engineer was working and would be able to be billed to other departments. Insurance would also need to be reviewed for potential liability, because more responsivity in the work might account for more damages. Bunkelman spoke of recruitment strategies, and what is needed in terms of training, equipment, etc. Once approved, the job description would be finalized and advertised.

Motion by Trustee Wishau to approve adding an Engineering Technician position in the Utility District, perform a Utility District Budget Modification to fund this position with the Anticipated Savings of \$68,283 from the Utility District budgets in 2021 and utilize identified consultant cost savings moving forward. Seconded by Trustee Weatherston. Motion carried unanimously.

9 – Report from Village Administrator

There has been no update for guidance on the American Rescue Plan.

FMLA source was approved for use at the last Village Board meeting under the presumption it would be renewed annually. FMLA Source has a renewal contract every three years and would not budget from that contact. At this time, we will not be moving forward with their service and will approach this topic after the new HR manager is hired.

The Dr. Ryder property purchase is completed.

There is an ongoing issue with wastewater and City of Racine.

10 – Adjournment

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

Meeting adjourned at 7:20 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ACH - JAMES IMAGING								
897	ACH - JAMES IMAGING	29182892	VILLAGE COPIER SYSTEM	04/21/2021	1,322.20	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					1,322.20	.00		
ACH - TIAA COMMERCIAL FINANCE, INC.								
1851	ACH - TIAA COMMERCIAL FINA	8082195	PRINTER LEASE APRIL	04/14/2021	4,751.58	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - TIAA COMMERCIAL FINANCE, INC.:					4,751.58	.00		
ACH - TOSHIBA FINANCIAL SERVICES								
1998	ACH - TOSHIBA FINANCIAL SER	29182891	COPIER FOR COURT SYSTEM	04/21/2021	194.62	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					194.62	.00		
ACH - WCA GROUP HEALTH TRUST								
9142	ACH - WCA GROUP HEALTH TR	0011046395	MAY 2021 HEALTH INSURANCE	04/27/2021	228,493.50	.00		100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:					228,493.50	.00		
ACH - WE ENERGIES								
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	693.44	.00		222-00-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	4,293.40	.00		100-43-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	662.74	.00		221-00-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	2,791.87	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	1,373.67	.00		100-30-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	1,701.93	.00		100-41-64140 Utilities
380	ACH - WE ENERGIES	33121	MARCH 2021	03/24/2021	12,445.46	.00		100-90-64290 Street Lighting
Total ACH - WE ENERGIES:					23,962.51	.00		
ACH - WEX BANK / SPEEDWAY FLEET								
925	ACH - WEX BANK / SPEEDWAY	70848430	FUEL FOR SQUADS	03/31/2021	626.83	.00		100-30-63200 Fuel, Oil, Fluids
Total ACH - WEX BANK / SPEEDWAY FLEET:					626.83	.00		
AERO COMPRESSED GASES								
29	AERO COMPRESSED GASES	437313	MEDICAL OXYGEN	04/19/2021	142.21	.00		100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:					142.21	.00		
ARAMARK								
128	ARAMARK	1641310463	RUG DELIVERY - VILLAGE HALL	04/21/2021	199.11	.00		100-43-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total ARAMARK:					199.11	.00		
BELLE CITY FIRE & SAFETY								
196	BELLE CITY FIRE & SAFETY	57148	FIRST AID KIT SUPPLIES - VILL	04/27/2021	55.70	.00		100-43-64070 Work Supplies
196	BELLE CITY FIRE & SAFETY	9118241	FIRE EXTINGUISHER INSPECTI	04/06/2021	133.95	.00		222-00-64240 Building Repairs & Maintenance
Total BELLE CITY FIRE & SAFETY:					189.65	.00		
BJELAJAC & KALLENBACH, LLC								
210	BJELAJAC & KALLENBACH, LL	19115-024D-15	FOUR MILE ROAD SPECIAL AS	03/31/2021	268.60	.00		414-00-61000 Professional Services
210	BJELAJAC & KALLENBACH, LL	20115-073D-5	2020 WISPARK SANITARY SEW	03/31/2021	2,401.60	.00		100-23163-049 WISPARK LLC - DeBack Farms
210	BJELAJAC & KALLENBACH, LL	20115-074D	WISPARK WATERMAING EASE	03/31/2021	711.00	.00		100-23163-049 WISPARK LLC - DeBack Farms
210	BJELAJAC & KALLENBACH, LL	21115-000D-3	MARCH FILE NO. 21115-000D	03/31/2021	442.40	.00		100-90-61100 Attorney Fees
210	BJELAJAC & KALLENBACH, LL	21115-010D-2	WISPARK 2021 STORMWATER	03/31/2021	963.80	.00		100-23163-049 WISPARK LLC - DeBack Farms
Total BJELAJAC & KALLENBACH, LLC:					4,787.40	.00		
BUY RIGHT, INC.								
273	BUY RIGHT, INC.	14873-320133	STT LAMP-PARK TRACTOR PAR	04/28/2021	10.61	.00		221-00-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-320232	PARKS TRACTORS MAINTENAN	04/28/2021	74.50	.00		221-00-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	320189	VEHCILE SUPPLIES FOR MED 1	04/28/2021	7.35	.00		100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					92.46	.00		
COMPLETE OFFICE OF WISCONSIN								
392	COMPLETE OFFICE OF WISCO	922178	BROOM HANDLES	04/19/2021	15.38	.00		100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	922178	10X13 ENVELOPES	04/19/2021	36.45	.00		100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					51.83	.00		
DIVERSIFIED BENEFIT SERVICES								
525	DIVERSIFIED BENEFIT SERVIC	326889	APRIL 21 FSA ADMINISTRATIVE	04/20/2021	218.40	.00		100-90-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					218.40	.00		
FABICK CAT								
3800	FABICK CAT	MIMK0000159	MODEL #M320F SERIAL NO. FB	03/29/2021	285,000.00	.00		400-41-65040 Equipment-Vehicles
3800	FABICK CAT	MIMK0000159	TRADE IN BADGER 2080C SERI	03/29/2021	15,000.00-	.00		400-00-46860 Sale of Fixed Assets
Total FABICK CAT:					270,000.00	.00		
FOREMOST PROMOTIONS								
662	FOREMOST PROMOTIONS	1090189	PUBLIC RELATIONS ITEMS	04/22/2021	868.49	.00		250-30-64190 Police Dept Donations

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
662	FOREMOST PROMOTIONS	1090193	PUBLIC RELATIONS ITEMS	04/22/2021	127.50	.00		250-30-64190 Police Dept Donations
Total FOREMOST PROMOTIONS:					995.99	.00		
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	72055	AUBURN HILLS PHASE III PROF	04/26/2021	18,447.50	.00		100-23163-015 Auburn Hills Deposit
666	FOTH INFRASTRUCTURE & EN	72059	TID #5 SEWER AND WATER IMP	04/26/2021	9,115.10	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	72060	TID #5 DOMINICAN LIFT STATIO	04/26/2021	55,708.24	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	72061	TID #5 CENTRAL LIFT STATION	04/26/2021	19,205.74	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	72063	BRIARWOOD PROFESSIONAL S	04/26/2021	1,378.96	.00		100-23163-001 Briarwood
666	FOTH INFRASTRUCTURE & EN	72069	TID #4 GENERAL ENGINEERIN	04/26/2021	1,879.50	.00		414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	72087	TID #4 DEBACK SEWER AND W	04/27/2021	460.00	.00		414-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					106,195.04	.00		
FRANKLIN AGGREGATE								
677	FRANKLIN AGGREGATE	1730888	153.64 TON OF 3/4" TB	04/15/2021	1,843.68	.00		100-41-64090 Road Maintenance Materials
Total FRANKLIN AGGREGATE:					1,843.68	.00		
FRANKSVILLE AUTOMOTIVE LLC								
679	FRANKSVILLE AUTOMOTIVE LL	14939	#218 OIL CHANGE	04/19/2021	80.96	.00		100-30-63300 Vehide Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	14980	#211 OIL CHANGE	04/26/2021	62.93	.00		100-30-63300 Vehide Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	14983	#215 OIL CHANGE	04/26/2021	80.96	.00		100-30-63300 Vehide Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					224.85	.00		
GALLS LLC								
693	GALLS LLC	017689533	BADGE PATCHES	02/18/2021	114.50	.00		100-30-50280 Clothing Allowance
Total GALLS LLC:					114.50	.00		
GREAT LAKES TREE SERVICE								
748	GREAT LAKES TREE SERVICE	0634	TREES TRIMED 4 MILE RD.	04/26/2021	2,125.00	.00		100-41-62100 Contracted Services
Total GREAT LAKES TREE SERVICE:					2,125.00	.00		
HOLZ MOTORS, INC.								
804	HOLZ MOTORS, INC.	2021CHEVYSI	TRADE-IN 2011 FORD F-150 C56	04/22/2021	4,000.00-	.00		400-00-48301 Sale Of Property
804	HOLZ MOTORS, INC.	2021CHEVYSI	PURCHASE 2021 CHEVROLET	04/22/2021	30,523.00	.00		400-70-66100 Park Improvements
Total HOLZ MOTORS, INC.:					26,523.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
IBD LLC								
828	IBD LLC	100685915	CREDIT FOR BATTERY CORE	04/13/2021	20.00-	.00		100-35-64250 Equipment Repairs & Maintenance
Total IBD LLC:					20.00-	.00		
JEFFERSON FIRE & SAFETY, INC.								
909	JEFFERSON FIRE & SAFETY, INC.	IN128672	BA REGULATOR REPAIR	04/28/2021	33.00	.00		100-35-64250 Equipment Repairs & Maintenance
909	JEFFERSON FIRE & SAFETY, INC.	IN128674	BA REGULATOR REPAIR	04/28/2021	33.00	.00		100-35-64250 Equipment Repairs & Maintenance
Total JEFFERSON FIRE & SAFETY, INC.:					66.00	.00		
JIMS GARAGE DOOR SERVICE, INC.								
943	JIMS GARAGE DOOR SERVICE, INC.	204390	REPAIR STATION 12 NORTH BA	04/19/2021	1,284.50	.00		100-35-64240 Building Repairs & Maintenance
943	JIMS GARAGE DOOR SERVICE, INC.	204489	GORNEY PARK - RESTROOM D	04/14/2021	174.00	.00		221-00-64240 Building Repairs & Maintenance
Total JIMS GARAGE DOOR SERVICE, INC.:					1,458.50	.00		
KASDORF, LEWIS & SWIETLIK, S.C.								
9039	KASDORF, LEWIS & SWIETLIK, S.C.	541233	LEGAL FEES CLAIM NO. PRO00	04/15/2021	350.00	.00		100-90-61000 Professional Services
Total KASDORF, LEWIS & SWIETLIK, S.C.:					350.00	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	141262	STATION 12 AIR LINE	04/19/2021	8.29	.00		100-35-64250 Equipment Repairs & Maintenance
1096	KORTENDICK HARDWARE	141286	YARD TRIM	04/19/2021	10.79	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	141286	WORKOUT ROOM	04/19/2021	14.02	.00		100-35-64070 Work Supplies
1096	KORTENDICK HARDWARE	141298	WORKOUT	04/20/2021	1.26	.00		100-35-64110 Small Equipment
1096	KORTENDICK HARDWARE	141321	MOUNTING BRACKETS FOR E-1	04/20/2021	55.77	.00		100-35-64250 Equipment Repairs & Maintenance
1096	KORTENDICK HARDWARE	141324	RETURN FOR ITEM PURCHASE	04/20/2021	37.30-	.00		100-35-64250 Equipment Repairs & Maintenance
1096	KORTENDICK HARDWARE	141329	CARPET CLEANING RENTAL UN	04/19/2021	22.49	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	141416	SUPPLIES FOR CLEANING NE	04/28/2021	11.67	.00		100-35-63300 Vehicle Repairs & Maintenance
1096	KORTENDICK HARDWARE	141498	TRAILER REBUILD STATION 11	04/28/2021	7.91	.00		100-35-64250 Equipment Repairs & Maintenance
1096	KORTENDICK HARDWARE	141521	BATTERIES & WEED KILLER	04/26/2021	52.20	.00		221-00-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	141546	SPRAY PAINT FOR STATION 11	04/28/2021	6.59	.00		100-35-64250 Equipment Repairs & Maintenance
1096	KORTENDICK HARDWARE	141546	2032 BATTERIES FOR STATION	04/28/2021	10.79	.00		100-35-64070 Work Supplies
Total KORTENDICK HARDWARE:					164.48	.00		
LANGUAGE LINE SERVICES								
2330	LANGUAGE LINE SERVICES	4953046	MAR-21; COVID CT TRANSLATI	03/31/2021	60.53	.00		200-72-61000 Professional Services
Total LANGUAGE LINE SERVICES:					60.53	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
MALEK & ASSOCIATES								
1212	MALEK & ASSOCIATES	6211	PLAN REVIEW FOR PROBIO	04/28/2021	1,750.00	.00		100-23162-000 Developer Deposits-Fire Dept
1212	MALEK & ASSOCIATES	6213	PLAN REVIEW FOR SIENA ON T	04/28/2021	235.00	.00		100-23162-000 Developer Deposits-Fire Dept
Total MALEK & ASSOCIATES:					1,985.00	.00		
MENARDS RACINE								
1281	MENARDS RACINE	20629	J HOOK FOR HANGING EXTRIC	04/19/2021	19.98	.00		100-35-64250 Equipment Repairs & Maintenance
1281	MENARDS RACINE	20767	RAKES AND SHOVELS	04/08/2021	191.93	.00		100-41-64070 Work Supplies
1281	MENARDS RACINE	21030	RANGEHOOD FOR STATION 12	04/28/2021	30.85	.00		100-35-64250 Equipment Repairs & Maintenance
Total MENARDS RACINE:					242.76	.00		
MOBILE REDUCTION SPECIALISTS								
1345	MOBILE REDUCTION SPECIALI	65756	3 - 30 CU YD CONTAINERS 4-1	04/19/2021	1,275.00	.00		222-00-64240 Building Repairs & Maintenance
1345	MOBILE REDUCTION SPECIALI	65802	3 - 30 CU YD CONTAINERS 4/2	04/23/2021	1,275.00	.00		241-00-62800 Waste Disposal
Total MOBILE REDUCTION SPECIALISTS:					2,550.00	.00		
MOTOROLA SOLUTIONS								
1354	MOTOROLA SOLUTIONS	8281151817	NEW RADIOS FOR NEW MED 1	04/28/2021	12,321.06	.00		400-35-65040 Equipment-Vehicles
Total MOTOROLA SOLUTIONS:					12,321.06	.00		
MUNICIPAL LAW & LITIGATION GROUP, SC								
1361	MUNICIPAL LAW & LITIGATION	13545	INVOICE #13545 SPECIAL COU	04/19/2021	185.00	.00		100-90-61100 Attorney Fees
Total MUNICIPAL LAW & LITIGATION GROUP, SC:					185.00	.00		
OMG National								
9172	OMG National	N1066115	PUBLIC RELATIONS ITEMS	04/20/2021	935.22	.00		250-30-64190 Police Dept Donations
Total OMG National:					935.22	.00		
PALMEN DODGE								
1441	PALMEN DODGE	190031	#211 REPLACE BELT	04/16/2021	57.45	.00		100-30-63300 Vehicle Repairs & Maintenance
1441	PALMEN DODGE	190337	#217 REPLECE THERMOSTAT	04/23/2021	247.95	.00		100-30-63300 Vehicle Repairs & Maintenance
Total PALMEN DODGE:					305.40	.00		
PARK REFUND VENDOR								
8999	PARK REFUND VENDOR	WRSK-KC1SE	ESCROW REFUND	04/26/2021	100.00	.00		222-00-46140 Property Rentals

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total PARK REFUND VENDOR:					100.00	.00		
PARKER POWER								
1447	PARKER POWER	13450	LH TIE ROD ASSEMBLY-PARKS	04/16/2021	375.00	.00		221-00-63300 Vehicle Repairs & Maintenance
Total PARKER POWER:					375.00	.00		
PATS SERVICES INC.								
1462	PATS SERVICES INC.	A-213292	PORTABLE TOILET AT YARDWA	04/20/2021	90.00	.00		241-00-62100 Contracted Services
Total PATS SERVICES INC.:					90.00	.00		
PAYNE & DOLAN, INC.								
1474	PAYNE & DOLAN, INC.	1731948	70.27 TON TB	04/22/2021	843.24	.00		100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1732079	279.18 TON 3/4" TB FOR SHOU	04/22/2021	3,350.16	.00		100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1733190	239.25 TON 3/4" TB	04/29/2021	2,871.00	.00		100-41-64090 Road Maintenance Materials
Total PAYNE & DOLAN, INC.:					7,064.40	.00		
RACINE COUNTY								
1548	RACINE COUNTY	042021WP	WIND POINT APRIL THROUGH J	04/20/2021	9,995.75	.00		230-00-62200 Community Dispatch Services
1548	RACINE COUNTY	042121	IT SERVICES 2021 MARCH	04/21/2021	1,649.45	.00		100-90-64310 IT Contracted Services
1548	RACINE COUNTY	42021	APRIL THROUGH JUNE 2021 - D	04/20/2021	105,514.25	.00		100-31-62200 Community Dispatch Services
1548	RACINE COUNTY	42021NB	NORTH BAY APRIL THROUGH J	04/20/2021	1,666.00	.00		230-00-62200 Community Dispatch Services
Total RACINE COUNTY:					118,825.45	.00		
RACINE COUNTY VISITORS BUREAU								
1573	RACINE COUNTY VISITORS BU	4262021	FEBRUARY 2021 ROOM TAX FE	04/26/2021	623.91	.00		100-00-41210 Room Taxes
Total RACINE COUNTY VISITORS BUREAU:					623.91	.00		
ROSE PEST SOLUTIONS								
1701	ROSE PEST SOLUTIONS	2753391	PEST CONTROL - JT. PARKS (S	04/19/2021	50.00	.00		222-00-64240 Building Repairs & Maintenance
Total ROSE PEST SOLUTIONS:					50.00	.00		
SQUARE ONE HEATING & COOLING								
1840	SQUARE ONE HEATING & COO	128750	SERVICE CALL FOR BOILER ST	04/28/2021	584.00	.00		100-35-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:					584.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
STERICYCLE, INC.								
1874	STERICYCLE, INC.	4010081844	APR-21; COVID CLINIC MEDICA	04/26/2021	120.00	.00		200-72-61000 Professional Services
	Total STERICYCLE, INC.:				120.00	.00		
SUCCESS PLUMBING, INC.								
1904	SUCCESS PLUMBING, INC.	34033	DE-WINTERIZE 2 BLDS & MISC.	04/01/2021	688.36	.00		221-00-64240 Building Repairs & Maintenance
	Total SUCCESS PLUMBING, INC.:				688.36	.00		
T AND N TIRE SERVICE								
3851	T AND N TIRE SERVICE	13324	PARKS VEHICLE REPAIR	04/28/2021	646.00	.00		221-00-63300 Vehicle Repairs & Maintenance
	Total T AND N TIRE SERVICE:				646.00	.00		
TELEFLEX								
9037	TELEFLEX	9503842081	MED SUPPLIES	04/28/2021	612.50	.00		100-35-64280 Medical Supplies
	Total TELEFLEX:				612.50	.00		
Ten 2 Communications LLC								
9171	Ten 2 Communications LLC	6548	FIRE SUPPRESSION TOOLS	04/19/2021	4,829.89	.00		250-30-64190 Police Dept Donations
	Total Ten 2 Communications LLC:				4,829.89	.00		
TERRY & NUNDO, LLC								
1934	TERRY & NUNDO, LLC	14898	SEX OFFENDER ISSUES	04/19/2021	3,575.00	.00		100-90-61100 Attorney Fees
	Total TERRY & NUNDO, LLC:				3,575.00	.00		
VON BRIESEN & ROPER SC								
2091	VON BRIESEN & ROPER SC	351166	ERIE STREET PROFESSIONAL	04/09/2021	1,275.00	.00		415-00-61000 Professional Services
	Total VON BRIESEN & ROPER SC:				1,275.00	.00		
WI DEPT OF JUSTICE-TIME								
2142	WI DEPT OF JUSTICE-TIME	455TIME-0000	QUARTERLY TIME ACCESS	04/10/2021	600.75	.00		100-30-62100 Contracted Services
	Total WI DEPT OF JUSTICE-TIME:				600.75	.00		
WI DEPT OF TRANSPORTATION								
2168	WI DEPT OF TRANSPORTATION	395-000021145	HOODS CREEK RD BILLING 3/3	04/01/2021	1,176.49	.00		400-40-65120 Hoods Creek Bridge

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total WI DEPT OF TRANSPORTATION:					1,176.49	.00		
Grand Totals:					834,895.06	.00		

Dated: _____

Village President: _____

Village Board: _____

Village Clerk: _____

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 05/01/2021 ending: 06/30/21
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☒ Village of Caledonia
☐ City of

County of Racine Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030654163-04</u>	
FEIN Number <u>86-2626810</u>	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>4.17</u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>41.67</u>
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$ <u>45.84</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Patel, Vishnu

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Patel</u>	(First) <u>Vishnu</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>1918 8th place Kenosha, WI 53140</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Patel</u>	(First) <u>Prayank</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>3550 Ward Rd. Racine, WI 53406</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Arbee's Liquor Business Phone Number 262 639 0400
2. Address of Premises 4606 Douglas Ave Post Office & Zip Code 53402

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

4606 Douglas Ave. Racine, WI 53402. Brick & Brick Building
9,000 sq-ft Walk-in Coolers and shelves.

4. Legal description (omit if street address is given above):

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? ARBEE'S LIQUOR

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No

7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 3-12-21 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain.

Vishnu Patel is owner of Dunder Liquor Mart in Racine, WI.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☐ Yes ☒ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Patel Vishnu</u>	Title/Member <u>OWNER</u>	Date <u>4-12-21</u>
Signature <u>Vishnu Patel</u>	Phone Number <u>262 554 1333</u>	Email Address

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-12-21</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

**Schedule for Appointment of Agent by Corporation / Nonprofit
Organization or Limited Liability Company**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☒ Village of Caledonia County of Racine, WI
☐ City

The undersigned duly authorized officer/member/manager of Jeewan, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Arbee Liquor

(Trade Name)

located at 4606 Douglas Ave.

appoints Priyank Patel

(Name of Appointed Agent)

3550 Wood Rd. Racine, WI 53406

(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 5 years

Place of residence last year 3550 Wood Rd. Racine, WI 53406

For: Dandee Liquor Mart, Inc
(Name of Corporation / Organization / Limited Liability Company)

By: P. Patel
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Priyank Patel, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

P. Patel
(Signature of Agent)

4-12-21

(Date)

Agent's age ~~120-98~~ 24y

Date of birth 1-20-98

3550 Wood Rd. Racine, WI 53406
(Home Address of Agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Request Date: 4/13/2021

Report Date: 4/13/2021

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

Name: **PATEL, PRIYANK**

Date of Birth: **1/20/1998**

Alias Names:

NOTICE TO EMPLOYERS

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, Arrest and Conviction Records Under the Law.

Before you make a final decision adverse to an applicant based on the following arrest record, in addition to any other opportunity you offer the applicant to explain the following arrest record, please notify the applicant of:

1. His or her right to challenge the accuracy and completeness of any information contained in a arrest record, and
2. The process for submitting a challenge

The applicant should submit his or her challenge to CIB on Form DJ-LE-247. Form DJ-LE-247 is available free of charge on [The Department of Justice website](#) or by calling (608) 266-7314. A challenge may include a request for comparison of the fingerprints of the person submitting the challenge to the fingerprints on file that are associated with the Wisconsin arrest record below.

NO RECORD FOUND

An arrest record search based only on a name, date of birth, and other identifying data that is not unique to a particular person (like "sex" or "race") may result in:

1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
2. Identification of an arrest history record belonging to a person whose identifying information is similar in some way to the identifying data that was submitted to be searched, but is not the same person whose identifying data was submitted for searching. The Crime Information Bureau (CIB) therefore cannot guarantee that the response below pertains to the person in whom you are interested without a fingerprint submission.

Based on the above identifying data provided for this search, no matching Wisconsin arrest records were found at this time. These search results do not preclude an individual from having an arrest record at a local law enforcement agency that was not reported to the Department of Justice or in another state, or juvenile records

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number

456-1080654163-04

← This must be issued in the same Legal Name of the licensee below.

License Number

Period Covered

Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship)

Arbee's Liquor Mart LLC

Federal Employer Identification No. (FEIN)

86-2626810

Trade or Business Name (if different than Legal Name)

Arbee's Liquor Mart

Telephone Number

(262) 554-1333

Business Address (License Location)

4606 Douglas Ave

Business Located In

☐ City ☒ Village ☐ Town

Business Telephone

(262) 6390400

City

Racine

State

WI

ZIP Code

53402

of:

Caledonia

County

RACINE

Mailing Address (if different than Business Address)

City

RACINE

State

WI

ZIP Code

53403

Organization (check one)

☐ Sole Proprietor

☐ Wisconsin Corporation – Enter date incorporated: _____

☒ Partnership

☐ Out-of-State Corporation – Are you registered to do business in Wisconsin? ☐ YES ☐ NO

☐ Other (describe) _____

☒ YES ☐ NO

1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?

☒ YES ☐ NO

2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-261-6435. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)

☒ YES ☐ NO

3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?

☒ YES ☐ NO

4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (SmokeCheck.org)

☒ YES ☐ NO

5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?

☒ YES ☐ NO

6. Does the applicant understand that they may not sell single cigarettes?

☒ YES ☐ NO

7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?

☒ YES ☐ NO

8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold

☒ over counter

☐ through vending machine

☐ both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 24th day of April, 2021

(Clerk / Notary Public)

My commission expires

11/21/21

VISHNU R. PATEL

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

VILLAGE OF CALEDONIA
5043 CHESTER LANE
RACINE WI 53402

Amount \$ 15.00
Receipt No. 501488
Lic. No. _____

APPLICATION FOR SODA AND OR NON-INTOXICATING BEVERAGES

I/WE HEREBY APPLY FOR A LICENSE TO SELL AND/OR SERVICE IN THE VILLAGE OF CALEDONIA FOR THE PERIOD 05/21 THROUGH 05/21, (UNLESS SOONER REVOKED) SODA WATER BEVERAGES AND/OR NON-INTOXICATING BEVERAGES SUBJECT TO THE LIMITATIONS IMPOSED BY SECTION 66.0433(1) & (2) OF THE WISCONSIN STATUTES, AND HEREBY AGREE TO COMPLY WITH ALL LAWS, RESOLUTIONS, ORDINANCES AND REGULATIONS AFFECTING THE SALE OF SUCH BEVERAGES IF A LICENSE IS GRANTED TO ME.

***LICENSE IS ISSUED TO AND DETERMINED BY LOCATION TO THE BUSINESS ADDRESS IN CALEDONIA WHERE SODA WATER /NON-INTOXICATING BEVERAGES WILL BE SOLD AND/OR SERVICED.**

PLEASE ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

(Check All That Apply)

LICENSE(S) APPLYING FOR: ☒ SODA WATER BEVERAGES ☒ NON-INTOXICATING BEVERAGES
\$5.00 FEE APPLIES ☒ \$10.00 Fee applies - **On-site**
☒ \$ 5.00 Fee applies - **Off-site**

BUSINESS IS: ☐ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL ☒ LLC ☐ OTHER
(please specify)

*PLEASE PROVIDE LEGAL NAME OF BUSINESS: Bevan, LLC

TRADE NAME: Arbee's Liquor Mart

BUSINESS ADDRESS (complete address): 4600 Douglas Ave

HOME ADDRESS (complete address): 3700 Meacham Rd Racine, WI

BUSINESS PHONE: 262 5541333 HOME PHONE: 262 633 9037-262 41232

Vishnu Patel
SIGNATURE OF APPLICANT

4-12-21
DATE

Vishnu Patel
PRINTED NAME

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Patel</u>		(first name) <u>Rohit Vishnu</u>		(middle name)	
Home Address (street/route) <u>1918 8th place</u>		Post Office <u>Kenosha</u>	City <u>Kenosha</u>	State <u>WI</u>	Zip Code <u>53140</u>
Home Phone Number <u>262 554 1333</u>		Age <u>63</u>	Date of Birth <u>01/01/1957</u>	Place of Birth <u>India</u>	

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☒ A member of a **partnership** which is making application for an alcohol beverage license.

☐ _____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 20 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Dandel Liquor Mart, 3700 Meacham Rd, Class A Liquor.
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Dandel Liquor Mart</u>	Employer's Address <u>3700 Meacham Rd</u>	Employed From <u>2002</u>	To <u>Current</u>
Employer's Name <u>Rohit Patel</u>	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Rohit Patel
(Signature of Named Individual)



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L0005469776

JEEVAN, LLC
4606 DOUGLAS AVE
RACINE WI 53402-2713

Wisconsin Department of Revenue Seller's Permit

Legal/real name: JEEVAN, LLC
Business name: 4606 DOUGLAS AVE
RACINE WI 53402-2713

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1030664181-04



State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1030664181-04

Legal/Real Name: JEEVAN, LLC

Signature _____

We are here to serve you

Wisconsin Department of Revenue
PO Box 8902
Madison, WI 53708-8902

Ph: 608-266-2776

Fax: 608-264-6884

Email: dorbusinessstax@revenue.wi.gov

Web: www.revenue.wi.gov

Main office: 2135 Rimrock Rd., Madison



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-327-0235
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

JEEVAN, LLC
4606 DOUGLAS AVE
RACINE WI 53402-2713

Letter ID

L1079211600



Wisconsin Business Tax Registration Certificate

Expiration date: April 30, 2023

Legal/real name: JEEVAN, LLC

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1030664181-04
Withholding Tax	Withholding Tax	036-1030664181-02

The following is a list of the business locations that you have registered with the Department of Revenue.

456-1030664181-04
JEEVAN, LLC
4606 DOUGLAS AVE
RACINE WI 53402-2713



State of Wisconsin
Department of Revenue

Wisconsin Tax Account Lookup

[Home](#) » Wisconsin Tax Account Lookup

1. Lookup

2. Results

Results

Legal Name

JEEVAN LLC

Account Type

Withholding

Account Number

036-1030664181-02

Filing Frequency

Quarterly

[Cancel](#)

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VILLAGE OF CALEDONIA
5043 CHESTER LANE
RACINE WI 53402

262-835-4451

Receipt No: 5.001488

Apr 12, 2021

PATEL, MADHU

Previous Balance:	.00
LICENSES & PERMITS - CLASS A BEER, CLASS A LIQUOR, NON-INTOX. (OFF PREMISES), PUB FEE AND INVESTIGATION FEE	85.84
LICENSES & PERMITS - SODA LICENSE - ARBEE'S LIQUOR	5.00
LICENSES & PERMITS - CIGARETTE LICENSE - ARBEE'S LIQUOR	100.00
<hr/>	
Total:	190.84
<hr/>	
CHECKS Check No: 3114	190.84
Payor: PATEL, MADHU	
Total Applied:	190.84
<hr/>	
Change Tendered:	.00
<hr/>	

04/12/2021 10:52 AM

ORDINANCE NO. 2021- 03

**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 ±3.0 ACRES FROM B-1 NEIGHBORHOOD
BUSINESS DISTRICT TO R-3 SUBURBAN RESIDENTIAL DISTRICT (SEWERED) FOR
THE TWO PROPERTIES LOCATED ON WATERS EDGE DRIVE, FORMERLY ERIE
STREET (PARCEL NOS. 104-04-23-21-016-000 & 104-04-23-21-021-000), VILLAGE OF
CALEDONIA, RACINE COUNTY, WI. VILLAGE OF CALEDONIA, APPLICANT &
OWNER.**

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

- A. Request to rezone ±3.0 acres from B-1, Neighborhood Business District to R-3, Suburban Residential District (sewered) for the properties located on Water's Edge Dr, formerly Erie Street, Village of Caledonia, Racine County, WI. Village of Caledonia, Applicant and Owner; Parcel Nos.: 104-04-23-21-016-000 and 104-04-23-21-021-000, which are described on the attached **Exhibit A** is approved for the following reasons:
 - 1. This rezoning will not adversely affect the surrounding property values.
 - 2. Due to the subject property's proximity to other parcels zoned R-3, single family residential uses should be encouraged in this area.
 - 3. The 2035 Land Use Plan designates this property as Medium Density Residential. The proposed rezoning is in accord with the 2035 Land Use Plan designation for the subject properties.
- 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 the rezone ±3.0 acres located across from 5945 Erie Street, Village of Caledonia, Racine County, WI, with Parcel No.: 104-04-23-21-016-000 and 104-04-23-21-021-000, which are legally described on the attached **Exhibit A** shall be rezoned from: B-1, Neighborhood Business District To R-3 Suburban Residential District (sewered).

- 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. 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 this ____ day of May, 2021.

VILLAGE OF CALEDONIA

By: _____

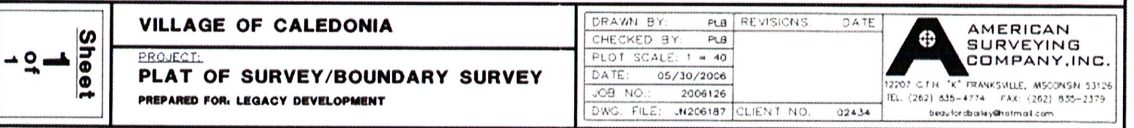
James R. Dobbs

Village President

Attest:

Joslyn Hoeffert

Village Clerk



ORDINANCE NO. 2021-04

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(Q) ADDING AN AMENDMENT TO THE VILLAGE'S COMPREHENSIVE PLAN AND AFFECTING TWO PARCELS PART OF THE NW 1/4 OF SEC. 21, T4N, R23E, VILLAGE OF CALEDONIA; CONTAINING 3.0 ACRES, MORE OR LESS; FROM GOVERNMENTAL & INSTITUTIONAL TO MEDIUM DENSITY RESIDENTIAL (6,200 SF TO 18,999 SF PER DWELLING UNIT); 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 unanimously voted at a meeting held on April 26, 2021, after a public hearing, recommended to the Village Board the adoption of the amendment to change the land use designation of two parcels with Parcel ID Nos. 104-04-23-21-016-000 & 104-04-23-21-021-000; part of the NW 1/4 of Sec. 21, T4N, R23E, Village of Caledonia, Racine County, WI. These vacant lots, located at Water's Edge Drive (formerly Erie Street) contains 3.0 acres, more or less; Village of Caledonia Owner; changing the Land Use Map category from Commercial to Medium Density Residential (6,200 SF to 18,999 SF per DU) on the Village land use plan map adopted by the Village Board as part of the multi-jurisdictional comprehensive plan.

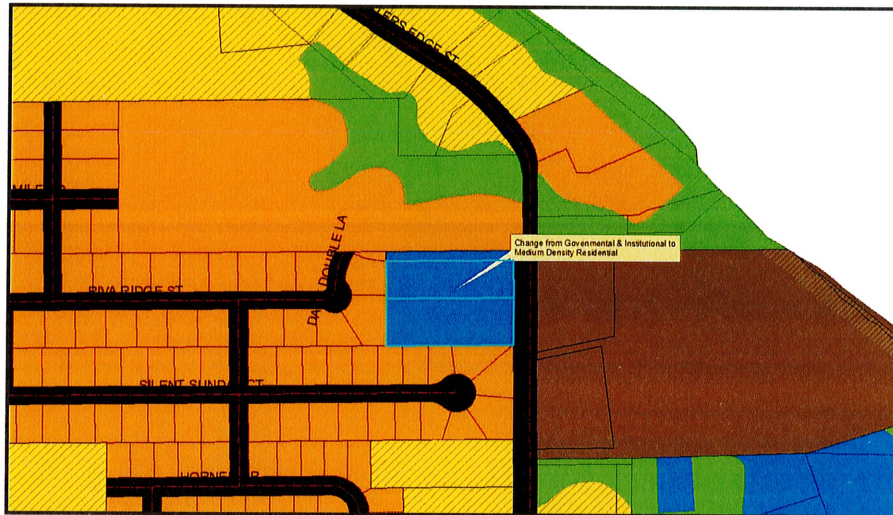
4. The Village published and posted a Class 1 public notice and held a public hearing regarding the plan amendment on April 26, 2021.

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

- a. This land use amendment will be consistent with surrounding land use categories allowing for single family residential land use.
- b. This Land Use Plan amendment will lay the foundation for rezoning of the subject property to the R-3, Suburban Residential District (sewered).

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

“(q) Amendments to the land use categories on Map 3 entitled “Recommended Land Use Plan for the Village of Caledonia: 2035” for Parcel Id. Nos. 104-04-23-21-016-000 & 104-04-23-21-021-000; part of the NW 1/4 of Sec. 21, T4N, R23E, Village of Caledonia, Racine County, WI. The vacant lots located on Water’s Edge Drive (formerly Erie Street) containing 3.0 acres, more or less, changing the land use plan map category for this land from Governmental & Institutional to Medium Density Residential (6,200 SF to 18,999 SF per DU) 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 blue.”



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 May, 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Village Clerk

Joslyn Hoeffert

From: Strey, Etta L - DSPS <etta.strey@wisconsin.gov>
Sent: Monday, March 22, 2021 11:32 AM
To: Karie Pope
Subject: Village of Caledonia, Racine County (52104) - UDC Delegation

Follow Up Flag: Follow up
Flag Status: Completed

Good Morning,

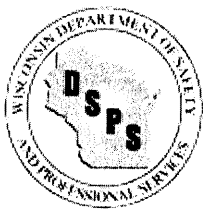
I believe we are all caught up on your delegation requests and that you are now delegated for commercial electric, fire suppression/alarm, and commercial building.

I also checked your UDC delegation and see that the ordinance we have on file is from the Town of Caledonia's delegation in 1990. I didn't see a current ordinance on your website that adopts SPS 320-325 and 327 – is this available or can it be added to your agenda for an upcoming ordinance revision?

Once that is available, I can renew your UDC delegation as the Village instead of the Town.

Please let me know if there are any questions.

Thank you,



Etta Strey
Department of Safety and Professional Services
Division of Industry Services
Etta.Strey@wisconsin.gov

Ordinance No. 2021-05

**AN ORDINANCE TO AMEND SECTION 15-1-3(b) OF THE CODE OF ORDINANCES
OF THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING
TO WISCONSIN UNIFORM DWELLING CODE**

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

1. That Section 15-1-3(b) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

"(b) Wisconsin Uniform Dwelling Code.

1. Authority. These regulations are adopted under the authority granted by Sec.. 101.65, Wisconsin Statutes.
2. Purpose. The purpose of this section is to promote the general health, safety and welfare and to maintain required local uniformity with the administrative and technical requirements of the Wisconsin Uniform Dwelling Code.
3. Scope. The scope of this section includes the construction and inspection of one- and two-family dwellings built since June 1, 1980 and new camping units as defined in Wis. Admin. Code § 327.08(9). The Village previously adopted the Wisconsin Uniform Dwelling Code and this ordinance updates the local code to comport with the most recent version of uniform State Codes. To the extent any provision of this Section conflicts with another section of the Municipal Code, the most restrictive provision shall apply.
 - a. Notwithstanding Wis. Admin. Code § SPS 320.05 or any other exemptions of the Uniform Dwelling Code, the scope of this ordinance also includes the construction and inspection of alterations and additions to one- and two-family dwellings built before June 1, 1980. Because such projects are not under state jurisdiction, petitions for variance and final appeals under Wis. Admin. Code §§ SPS 320.19 and 320.21, respectively, shall be decided by the Zoning Board of Appeals. Petitions for variance shall be decided per Wis. Admin. Code § SPS 320.19(Intro) so that equivalency is maintained to the intent of the rule being petitioned.
 - b. Notwithstanding Wis. Admin. Code § SPS 320.05 or any other exemptions of the Uniform Dwelling Code, the scope of this ordinance also includes the construction and inspection of detached garages serving one and two family dwellings. The building structure and any heating, electrical or plumbing systems shall comply with the

requirements of the Uniform Dwelling Code, other than for smoke alarms, carbon monoxide alarms and frost protection of footings, which shall be determined by the code official. Petitions for variance and appeals shall be under the jurisdiction of the Zoning Board of Appeals.

4. Wisconsin Uniform Dwelling Code Adopted. The Wisconsin Uniform Dwelling Code, § SPS 320-325 and § SPS 327, and their successors, of the Wisconsin Administrative Code, and all amendments thereto, is adopted and incorporated by reference and shall apply to all buildings within the scope of this ordinance.
 5. Building Inspector. The Building Inspector, pursuant to Sec. 15-1-5, shall administer and enforce this ordinance and shall be certified by the Division of Industry Services, as specified by Wisconsin Statutes, Section 101.66(2), in the category of Uniform Dwelling Code Construction Inspector. Additionally, this or other assistant inspectors shall possess the certification categories of UDC HVAC, UDC Electrical, and UDC Plumbing.
 6. Building Permit Required. Building permits are required in accordance with the Wisconsin Uniform Dwelling Code and this Chapter. Application of the Code requirements are set forth in this Chapter and specifically under Sections 15-1-4 (d) and (e), 15-1-6 and 15-1-29 of this Chapter.
 7. Building Permit Fee. The building permit fees shall be determined by resolution of the Village Board from time-to-time and shall include the applicable fee per Wis. Admin. Code Ch. SPS 302 to be forwarded to the Wisconsin Department of Safety and Professional Services for a UDC permit seal that shall be assigned to any new dwelling. Permit fees for a Wisconsin camping unit as outlined within Wis. Admin. Code § SPS 327.09 and inspection fees as outlined within Wis. Admin. Code § 327.10(3) will also be included in this resolution.
 8. Enforcement; Penalties. The enforcement of this section and all other laws and ordinances relating to building shall be by means of the withholding of building permits, increased permit fees, imposition of forfeitures and injunctive action. Enforcement procedures and penalties shall be imposed pursuant to Sec. 15-1-29 of this Title.
 9. Log. The Building Inspector(s) shall keep a log of all inspections completed."
2. 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 May, 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

770272.100 (Title 15) 4-29-21

Published: _____

RESOLUTION NO. 2021-57

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPROVE THE THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF CALEDONIA AND WISPARK LLC**

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

WHEREAS, the Village and the Developer entered into that certain DeBack Farms Business Park Development Agreement pertaining to the development of the DeBack Farms Business Park (the “Business Park”) in the Village of Caledonia Tax Incremental District No. 4 dated as of July 27, 2016, as amended by that certain First Amendment to Development Agreement dated as of September 29, 2016 and that certain Second Amendment to Development Agreement dated as of July 16, 2018 (as amended, the “Development Agreement”) with respect to the land described in Exhibit A to the attached Third Amendment to Development Agreement incorporated herein and all improvements located and to be located thereon (collectively, the “Property”); and

WHEREAS, the parties have determined it is the mutual interest of both the Village and Wispark to amend the agreement to address the methodology for the share of profits with the Village in consideration in-part for the payment by the Developer of certain charges under the Development Agreement and the release by the Developer of that certain parcel known as Outlot 4 of Certified Survey Map 3438 (which is anticipated to be the future site of a Village water tank) from the DeBack Farms Business Park Declaration of Development Standards and Protective Covenants.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Third Amendment to Development Agreement, attached hereto, is approved and the Village President and Village Clerk are authorized to execute said agreement. That the Village Administrator is empowered to take all actions deemed necessary to effectuate the actions authorized under this Resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of May, 2021.

VILLAGE OF CALEDONIA

By: _____
James Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

Third Amendment to Development Agreement

This Third Amendment to Development Agreement is made and entered into this _____ day of _____, 2021, by and between the Village of Caledonia, Wisconsin (the "Village") and Wispark LLC (the "Developer") (the "Third Amendment").

RECITALS

A. The Village and the Developer entered into that certain DeBack Farms Business Park Development Agreement pertaining to the development of the DeBack Farms Business Park (the "Business Park") in the Village of Caledonia Tax Incremental District No. 4 dated as of July 27, 2016, as amended by that certain First Amendment to Development Agreement dated as of September 29, 2016 and that certain Second Amendment to Development Agreement dated as of July 16, 2018 (as amended, the "Development Agreement") with respect to the land described on **EXHIBIT A** attached hereto and incorporated herein and all improvements located and to be located thereon (collectively, the "Property").

B. The parties placed the Development Agreement of record by recording a Memorandum of Development Agreement with the Racine County Register of Deeds as Document No. 2441100 on August 1, 2016 and a Memorandum of Second Amendment to Development Agreement with the Racine County Register of Deeds as Document No. 2498871 on July 18, 2018, to put the public on notice of the obligations and responsibilities of the Village and the Developer under the Development Agreement.

C. The parties have agreed that the Development Agreement, as amended, should be further amended by this Third Amendment as set forth herein.

Now, therefore, in consideration of (i) the recitals and mutual agreements set forth herein, (ii) the payment by the Developer of certain charges under the Development Agreement, (iii) the release by the Developer of that certain parcel known as Outlot 4 of Certified Survey Map 3438 (which is anticipated to be the future site of a Village water tank) from the DeBack Farms Business Park Declaration of Development Standards and Protective Covenants, and (iv) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Agreement

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

2. **Section VI.G of the Development Agreement.** Section VI.G of the Development Agreement is amended and restated to read in its entirety as follows:

G. Sharing of Profits with Village. The Developer shall prepare a land basis model for the Property and shall submit the same for review and approval by the Village's financial consultant on a yearly basis, in a form and by a date to be mutually agreed upon by the Parties. The land basis model shall show

the then-current basis for the Property and the gain generated by any sales during the previous year. The Developer shall be entitled to retain the first Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) of cumulative profit from the sale(s) of the Property. After the first Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) of cumulative profit from the sale(s) of the Property is attained, the Developer shall share twenty-five percent (25%) of the remaining cumulative profit with the Village. The Developer shall pay this share to the Village on an annual basis, not later than January 31 of the year following the year in which the cumulative profit was generated. The Parties agree that the sale of approximately 15 acres of land located in Phase 1 to DKNC Property Management, LLC (also known as the Phase 1 Norco development), and the sale of approximately 8.27 acres of land located in Phase III to Central Storage & Warehouse Company are excluded from the calculation of cumulative profit hereunder.

3. **Memorandum of Third Amendment.** The Parties hereto agree to record a memorandum of this Third Amendment (the “Third Amendment Memorandum”) against title to the Property. The form and substance of such Third Amendment Memorandum shall be mutually agreeable to the Village and the Developer. Within ten (10) days after the Developer’s request, the Village shall provide an original partial release of the Third Amendment Memorandum, in recordable form, for individual site development, releasing such portion of the Property from this Third Amendment and the Third Amendment Memorandum (provided that the released parcel remains subject to the Declaration and the Restrictive Covenant).

8. **Counterparts.** This Third Amendmdent may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Third Amendmdent.

9. **Severability.** Any provision of this Third Amendmdent that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Third Amendmdent in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

10. **Time.** Time is of the essence of each and every obligation or agreement contained in this Third Amendmdent.

11. **Headings.** The headings in this Third Amendmdent are for reference only and are not intended to modify any of the terms and conditions of this Third Amendmdent.

12. **Compliance.** Nothing herein is intended to or has the effect of releasing the Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Third Amendmdent, and the Development Agreement, and all other documents exected in connection therewith.

13. **Scope.** Except as set forth in this Third Amendmdent, the Development Agreement, as amended, shall remain in full force and effect. Capitalized terms used but not defined in this Third Amendment shall have the meanings given to such terms in the Development Agreement. The parties hereby reaffirm their obligations in accordance with the terms and provisions of the Development Agreement, as amended, and this Third Amendmdent.

[Signatures appear on the following pages]

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN }
 } SS
COUNTY OF RACINE }

Personally came before me this _____ day of _____, 2021, the above named Village President and Village Clerk, to me known to be the persons who executed the foregoing instrument.

SIGNATURE PAGE
TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

WISPARK LLC, a Wisconsin limited liability
company

By: _____
Scott J. Lauber, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me on _____, 2021, the above named Scott J. Lauber, as the President of Wispark LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

[SEAL]

Print Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

SIGNATURE PAGE
TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

WISPARK LLC, a Wisconsin limited liability
company

By: _____
Erica-Nicole Harris, Vice President

AUTHENTICATION

Signature of Erica-Nicole Harris
authenticated as of _____, 2021.

Joseph E. Puchner
Title: Member State Bar of Wisconsin

This instrument was drafted by:

Elaine S. Ekes
Pruitt, Ekes & Geary, S.C.
610 Main St. Suite 100
Racine, WI 53402
State Bar No. 1028252

EXHIBIT A

Description of the Property

Lots 1, 3 and 4 and Outlots 1, 2 and 3 of Certified Survey Map No. 3437, recorded on March 26, 2021, as Document No. 2586090, being a redivision of all of Lot 2 of Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

Part of Tax Key: 104-04-22-30-015-202

Now Tax Key: 104-04-22-30-015-210
104-04-22-30-015-230
104-04-22-30-015-240
104-04-22-30-015-250
104-04-22-30-015-260
104-04-22-30-015-270

Address: Adams Road

RESOLUTION NO. 2021-58

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPROVE A SITE PLAN FOR A 20' X 40' TEMPORARY CANOPY TENT FOR
SALES OF FIREWORKS AND A 8' X 20' STORAGE CONTAINER FOR FIREWORK
STORAGE FROM JUNE 11 THROUGH JULY 11, 2020; 13600 7 MILE ROAD; DOLAN
POMRENING/AMERICAN FIREWORKS, APPLICANT**

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

WHEREAS, B & K Real Estate 7 Mile, LLC, Owner, Dolan Pomrening/American Fireworks, Applicant requested to place a 20'x 40' temporary canopy tent for sales of fireworks and a 8'x 20' shipping container for firework storage from June 11 through July 11, 2020 at 13600 7 Mile Road, Parcel I.D. No. 104-04-22-06-069-000.

WHEREAS, the Village Plan Commission has recommended approval of the request, subject to the conditions attached hereto as **Exhibit A**, for the following reasons and requirements:

1. The proposed temporary use appears to be permitted by underlying zoning.
2. Based on other uses in the area, the proposed temporary use appears to fit with the uses in the district.
3. Based on review of Village records for temporary uses regarding sales of fireworks, this use has been conducted at various sites in the Village of Caledonia on an annual basis from 1999 to 2020 by this applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the site plan 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.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of May, 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

EXHIBIT A
CONDITIONS
Temporary Firework Sales
13600 7 Mile Road

1. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
2. **Plans.** The proposed 20' x 40' temporary canopy tent must be located and utilized in accordance with the plans and documents received by the Village Planning Department on April 12, 2021.
3. **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, as adopted by the Village of Caledonia.
4. **Duration of Temporary Use.** This temporary fireworks sales activity may be conducted from June 11, 2021 through July 11, 2021. The tent, shipping container, and all associated fireworks must be removed from the subject site within 10 working days after July 11, 2021.
5. **Hours of Operation.** Firework sales are limited to 8am-8pm, seven days a week.
6. **Compliance with Law.** The applicant must obtain all necessary approvals and licenses from the Village of Caledonia. The applicant must also obtain all necessary federal, state, and local permits, approvals, and licenses, and they must comply with all applicable codes and regulations.
7. **No on-site demonstrations of fireworks are permitted.** No on-site demonstrations of fireworks are permitted. The Village Board will decide what fireworks are permitted to be sold from this site.
8. **Fire Department Approval.** The applicant must contact the Village of Caledonia Fire Department for review and approval prior to occupying the site with the proposed temporary use. The Caledonia Fire Chief is requiring that there are "No Smoking" signs posted in the tent and on the storage container, a fire extinguisher is hung in the tent and readily accessible to customers and attendants, the storage container remains locked at all times and unlocked only to move product in and out of storage for sale, and a tent/site inspection is conducted by the Caledonia Fire Department prior to the stand opening for business.
9. **Parking.** All parking for this operation must be on-site as illustrated on the submitted plan. There must be no parking associated with the proposed temporary use within the right-of-way of 7 Mile Road or USH 41.
10. **Village of Caledonia Accepts No Liability.** The Village of Caledonia accepts no liability through the issuance of this temporary approval for this site, or any proposed operations or fireworks sales.
11. **Signage.** All signage must be in compliance with the submitted signage plan. No signs other than those permanently attached to the tent or the storage container are allowed, and no signs are allowed in the right-of-way of 7 Mile Road or USH 41.

12. **Access.** The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's implementation, operation, or maintenance.
13. **Amendments to Conditional Use Permit.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
14. **Certificate of Insurance.** The applicant must provide a certificate of insurance indicating that the Village of Caledonia is named as an additional insured by specific endorsement.
15. **Agreement.** You're accepting the site plan review temporary use approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Beacon Investments LLC, American Fireworks, Dolan Pomrening and their heirs, successors, and assigns are responsible for full compliance with the above conditions.
16. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2021-59

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
TO APPROVE A SITE PLAN FOR A 30' X 45' TEMPORARY CANOPY TENT FOR
SALES OF FIREWORKS AND A 10' X 25' STORAGE CONTAINER FOR FIREWORK
STORAGE FROM JUNE 11 THROUGH JULY 11, 2021; 4838 DOUGLAS AVENUE;
DOLAN POMRENING/AMERICAN FIREWORKS, APPLICANT**

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

WHEREAS, Beacon Investments LLC, Owner, Dolan Pomrening/American Fireworks, Applicant requested to place a 30'x45' temporary canopy tent for sales of fireworks and a 10'x 25' shipping container for firework storage from June 11 through July 11, 2021 at 4838 Douglas Avenue, Parcel I.D. No. 104-04-23-29-163-000.

WHEREAS, the Village Plan Commission has recommended approval of the request, subject to the conditions attached hereto as **Exhibit A**, for the following reasons and requirements:

1. The proposed temporary use appears to be permitted by underlying zoning.
2. Based on other uses in the area, the proposed temporary use appears to fit with the uses in the district.
3. Based on review of Village records for temporary uses regarding sales of fireworks, this use has been conducted at various sites in the Village of Caledonia on an annual basis from 1999 to 2020 by this applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the site plan 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.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of May, 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

EXHIBIT A
CONDITIONS
Temporary Firework Sales
4838 Douglas Avenue

1. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
2. **Plans.** The proposed 30' x 45 temporary canopy tent must be located and utilized in accordance with the plans and documents received by the Village Planning Department on April 12, 2021.
3. **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, as adopted by the Village of Caledonia.
4. **Duration of Temporary Use.** This temporary fireworks sales activity may be conducted from June 11, 2021 through July 11, 2021. The tent, shipping container, and all associated fireworks must be removed from the subject site within 10 working days after July 11, 2021.
5. **Hours of Operation.** Firework sales are limited to 8am-8pm, seven days a week.
6. **Compliance with Law.** The applicant must obtain all necessary approvals and licenses from the Village of Caledonia. The applicant must also obtain all necessary federal, state, and local permits, approvals, and licenses, and they must comply with all applicable codes and regulations.
7. **No on-site demonstrations of fireworks are permitted.** No on-site demonstrations of fireworks are permitted. The Village Board will decide what fireworks are permitted to be sold from this site.
8. **Fire Department Approval.** The applicant must contact the Village of Caledonia Fire Department for review and approval prior to occupying the site with the proposed temporary use. The Caledonia Fire Chief is requiring that there are "No Smoking" signs posted in the tent and on the storage container, a fire extinguisher is hung in the tent and readily accessible to customers and attendants, the storage container remains locked at all times and unlocked only to move product in and out of storage for sale, and a tent/site inspection is conducted by the Caledonia Fire Department prior to the stand opening for business.
9. **Parking.** All parking for this operation must be on-site as illustrated on the submitted plan. There must be no parking associated with the proposed temporary use within the right-of-way of Douglas Avenue.
10. **Village of Caledonia Accepts No Liability.** The Village of Caledonia accepts no liability through the issuance of this temporary approval for this site, or any proposed operations or fireworks sales.
11. **Signage.** All signage must be in compliance with the submitted signage plan. No signs other than those permanently attached to the tent or the storage container are allowed, and no signs are allowed in the right-of-way Douglas Avenue.

12. **Access.** The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's implementation, operation, or maintenance.
13. **Amendments to Conditional Use Permit.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
14. **Certificate of Insurance.** The applicant must provide a certificate of insurance indicating that the Village of Caledonia is named as an additional insured by specific endorsement.
15. **Agreement.** Your acceptance of the site plan review temporary use approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Beacon Investments LLC, American Fireworks, Dolan Pomrening and their heirs, successors, and assigns are responsible for full compliance with the above conditions.
16. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2021-60

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A 1,477 SQUARE FOOT STORAGE BUILDING AT 8617 STORAGE DRIVE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; MICHAEL DRESEN, APPLICANT & OWNER

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

WHEREAS, Michael Dresen, Applicant, has requested a approval of a site, building, and operations plan to construct and utilize a 1,477 square-foot storage building at 8617 Storage Drive, Parcel ID No. 104-04-22-27-018-040, Village of Caledonia, Racine County, WI; and,

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan, subject to the conditions attached hereto as **Exhibit A**, for the following reasons:

1. The proposed use is allowed by underlying zoning through the building, site, and operation plan review process.
2. The proposed use will not adversely affect the surrounding property values.
3. The proposed building is consistent with the existing use on the property.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested conditional use and building, site, and operations plan set forth above, is hereby approved for the same reasons set forth above and subject to the same conditions and contingency imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of May, 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A - Conditions
Dresen Landscaping LLC Storage Building

1. Building Permit. The applicant must obtain a building permit card from the Village after paying all building and zoning fees. This card must be displayed in a prominent location at the project site, and a copy of these conditions must be kept at the project site at all times until the project has been completed.
2. Compliance. Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. Binding Effect. These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
4. Plans. The proposed 1,477 square-foot storage building shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning Department on April 12, 2021.
5. Engineering Department. The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
6. Lighting. All lighting, if installed at the site, must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.
7. 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.
8. 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.
9. 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, as adopted by the Village of Caledonia.
10. Expiration. This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.
11. Access. The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.

12. 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.
13. Agreement. Your accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Dresen Landscaping LLC and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
14. Subsequent Owners. It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2021-61

**RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR BITUMINOUS
CONCRETE SURFACING IN THE VILLAGE OF CALEDONIA FOR 2021**

WHEREAS, the Village of Caledonia has requested bids for bituminous concrete surfacing of various roads within the Village for 2021. Two bids were received on April 28, 2021 and read publicly at 2:31 p.m. One of the bids was incomplete and not accepted. The low, complete bidder was Payne & Dolan, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Payne & Dolan, Inc. for bituminous concrete surfacing of various roads in the Village of Caledonia in 2021 as described in Exhibit A which is attached hereto and incorporated herein, is authorized and approved, at the following rates:

BASE BID

- | | |
|---|---------------|
| 1. Bituminous Concrete Binder Course
(3 LT 58-28 S) | \$59.00 / Ton |
| 2. Bituminous Concrete Surface Course
(5 LT 58-28 S) | \$66.60 / Ton |
| 3. Fine Grading for New Subdivision Road Paving
(Stone will be provided) | \$1.00/SY |

Amendment #1

- | | |
|---|-----------|
| 1. Asphalt Milling Special – (approx. 4' wide by 15,000 LF) | \$1.00/SY |
|---|-----------|

BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of May, 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslynn Hoeffert, Village Clerk

2021
BITUMINOUS CONCRETE SURFACING
VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN That sealed bids will be received by the Village Clerk for the Bituminous Concrete Surface Course and Bituminous Concrete Binder Course Paving of Village Roads. All bids must be submitted to the Village Clerk by **2:30 p.m., Wednesday, April 28, 2021** at the Caledonia Village Hall, 5043 Chester Lane, Racine, Wisconsin. All bids received will be opened and publicly read at the Village Hall on Wednesday, April 28, 2021 at 2:31 p.m. Bids shall be in a sealed envelope marked "Bituminous Concrete Surfacing".

All proposals must be submitted on a form provided for the purpose and must be accompanied by a \$5,000.00 certified check or bid bond made payable to the Village of Caledonia Treasurer to guarantee that if the proposal is accepted, a contract will be entered into and a performance bond will be furnished pursuant to s. 779.14 WI Stats., in the amount of the total contract price.

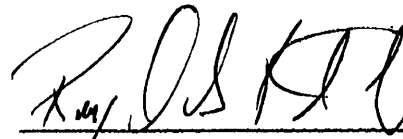
The Village Board reserves the right to accept or reject any and all bids, to waive any informalities in bidding and to award a contract to the bidder, who will best serve the interests of the Village.

All work under this contract shall be in accordance with the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, Current Edition, the Supplemental Specifications, Current Edition and these special provisions which are on file at the Caledonia Village Hall.

Electronic copies of the bid documents, in Portable Document Format (PDF), may be downloaded for free at www.caledonia-wi.gov.

Includes Amendment #1
Dated April 22, 2021

Joslyn Hoeffert
Village Clerk



Raymond A. Postolnik, Agent

PROOF OF RESPONSIBILITY

I hereby certify that all statements herein are made on behalf of

Payne & Dolan, Inc.
(Name of Corporation submitting bid)

A Corporation organized and existing under the laws of the State of Wisconsin.


A Partnership consisting of _____

An Individual trading as _____

of the City (or County) of Kenosha

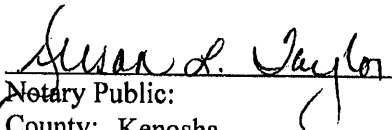
State of Wisconsin

That I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal, that I have full authority to make such statements and submit this proposal in (its) (their) behalf; and that said statements are true and correct.

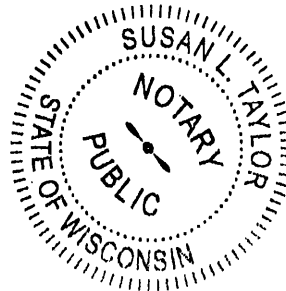
Signature: 

Title: Raymond A. Postotnik, Agent

Subscribed and sworn to before me
this 28th day of April, 2021.


Notary Public:
County: Kenosha

My Commission expires 1/21/2022.



PROSECUTION AND PROGRESS: The successful bidder shall agree to start on a segment or segments of the total proposed work for the calendar year when notified by the Village of Caledonia Highway Operations Supervisor. Work on the segment or segments as directed shall commence within 21 calendar days after notification from the Village of Caledonia Highway Operations Supervisor. There are typically 3 to 4 notifications that occur during a calendar year. Any and all mobilization costs are incidental and are to be included in the bid prices for bituminous concrete surface course and/or bituminous concrete binder course.

When work on a segment or segments of the total proposed work begins, it shall continue at the rate of at least forty (40) hours per week until the proposed work or the segment(s) of the total proposed work for the calendar year is/are completed. If the successful bidder is unable to make satisfactory delivery during the period of this contract, the Village will meet its requirements by purchase on the open market and will charge any difference in price which they are required to pay to the account of the successful bidder.

BID FORM

OFFICIAL BID TO:
VILLAGE BOARD, VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN

BASE BID

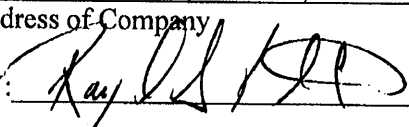
UNIT PRICE BID

- | | | |
|----|---|-------------------|
| 1. | Bituminous Concrete Binder Course
(3 LT 58-28 S) | <u>59.00</u> /Ton |
| 2. | Bituminous Concrete Surface Course
(5 LT 58-28 S) | <u>44.00</u> /Ton |
| 3. | Fine grading for New Subdivision Road paving.
(Stone will be provided) | <u>1.00</u> /SY |

Amendment #1

- | | | |
|----|--|-----------------|
| 1. | Asphalt Milling Special – (approx. 4- wide by 15,000 LF) | <u>1.00</u> /SY |
|----|--|-----------------|

The Village makes no guarantees of any specific minimum purchase. The price quoted shall be fixed for the 2021 calendar year regardless of amount of material purchased.

Payne & Dolan, Inc.
Name of Company
1700 120th Ave., Kenosha, WI 53144
Address of Company
BY: 
TITLE: Agent

INSURANCE AND LIABILITY REQUIREMENTS

LIABILITY AND INSURANCE – The Contractor shall provide and maintain from insurance companies acceptable to the Village of Caledonia, insurance to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized Officials, employees and agents, against all hazards and risks of loss. The Contractor shall also include the Village of Caledonia and Engineer as additional insureds in liability policies required by the Contract Documents with the exception of Worker's Compensation. The Contractor shall not commence work under a Contract until he has obtained all insurance required hereunder and has filed certification thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. The insurance certification shall be in a form that is satisfactory to Owner and shall be signed and dated by an authorized representative of the insurance carrier(s).

(A) Worker's Compensation Insurance – The Contractor shall maintain during the life of this Contract the statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, for all employees of the Contractor, and Employer's Liability Insurance in an amount not less than \$100,000 each accident, \$500,000 Disease Policy Limit and \$100,000 Disease Each Employee. All Subcontractors and suppliers of material shall furnish to the Contractor evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.

(B) Comprehensive General Liability and Property Damage Insurance – The Contractor shall maintain during the life of this Contract Comprehensive General Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized Officials, employees and agents, against all claims arising from injuries to members of the public or damage to the property of others arising out of any act or omission of the Contractor or his agents, employees or Subcontractors. In addition, this coverage shall insure the contractual liability assumed by the Contractor under the Contract Documents. The scope of this coverage shall include commercial general liability, premises and operations, independent contractors, products liability and completed operations (which shall be maintained for a minimum period of 2 years after final payment), broad form property damage, contractual liability coverage, explosion and collapse hazard and underground hazard, all subject to the following limits:

Bodily Injury and Property Damage: \$1,000,000 per occurrence and a \$2,000,000 per project General Aggregate

(C) Comprehensive Automotive Liability and Property Damage Insurance - The Contractor shall maintain during the life of this Contract Comprehensive Automotive Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia and Engineer, and their authorized

Officials, employees and agents, against all claims for injuries, including uninsured and underinsured motorists coverage, and accidental death to members of the public and damage to property of others arising from the use of motor vehicles, used on or off the construction site, whether they are owned, hired, or non-owned vehicles, all subject to the following limits:

Bodily Injury and Property Damage: \$1,000,000 per occurrence.

- (D) Umbrella - The Contractor shall maintain during the life of this Contract Comprehensive Umbrella Liability covering all referenced liability policies in this contract in an amount no less than \$2,000,000.
- (E) Builder's Risk - The Contractor shall maintain during the life of this Contract Builder's Risk insurance coverage. This insurance shall protect the Contractor and the Village of Caledonia from all insurable risks of physical loss or damage to buildings, structures, and materials and equipment, not otherwise covered under Installation Floater insurance. It shall be of the "all risk" type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the buildings, structures, materials and equipment to be erected or installed by the Contractor, less the value of the materials and equipment insured under the Installation Floater insurance. If the work does not include the construction of buildings or structures, the Builder's Risk insurance may be omitted providing the Installation Floater insurance fully covers the work. In the event the property to be installed requires any off premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Builder's Risk insurance shall provide for losses to be payable to the Contractor and the Village of Caledonia as their interests may appear.
- (F) Installation Floater - The Contractor shall maintain during the life of this Contract Installation Floater insurance coverage. This insurance shall protect the Contractor and the Village of Caledonia from all insurable risks of physical loss or damage to materials and equipment, not otherwise covered under Builder's Risk insurance, while in warehouses, storage areas, during construction, testing and after the work is completed. It shall be of the "all risk" type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the materials and equipment to be erected or installed by the Contractor, less the value of the materials and equipment insured under the Builder's Risk insurance. In the event the materials or equipment to be installed requires any off premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Installation Floater insurance shall provide for losses to be payable to the Contractor and the Village of Caledonia as their interests may appear.

The Contractor shall file with the Village of Caledonia a certification of insurance containing an endorsement to the effect that cancellation or material change of such

policies shall not be effective unless thirty (30) days written notice is given to the Village of Caledonia prior to such cancellation or material change.

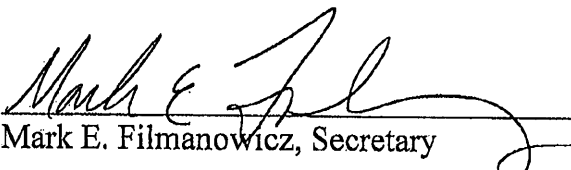
NOTES: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess liability policy. Limitations of insurance shall be those specified above, or in the declarations for said policies, whichever is greater. The insurance of the Contractor and all Subcontractors shall be primary and non contributory. Any insurance maintained by the additional insureds named above shall be excess and non contributory to the insurance of the Contractor and all Subcontractors.

**CERTIFICATE OF CORPORATE RESOLUTION
PART OF THE MINUTES OF MEETING OF DIRECTORS**

RESOLVED, that Kurt Bechthold, Mark E. Filmanowicz, Todd B. Hughes, Steven D. Higgins, Charles E. Bechthold, Brian Endres, John C. Bartoszek, Diane Gadzialinski, Kelly Hetherington, Andrew Schmidt, David L. Bechthold, Raymond A. Postotnik, Brian Enders, Christopher Urech, Doug W. Buth, Tyler Winter, Christopher J. Winiecki, Carrie Van Vonderen, Sam Bilhorn, Jake Brucker, Jeffrey Batchelor, Cecilia McCormack, Bridget Kraus and Emily Ayling shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 10th day of September 2020, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 28th day
of April, 2021.


Mark E. Filmanowicz, Secretary

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PAYNE & DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

SURETY:

(Name, legal status and principal place of business)

WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)

VILLAGE OF CALEDONIA
5043 Chester Lane, Racine, WI 53402

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

2021 Bituminous Concrete Surfacing

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

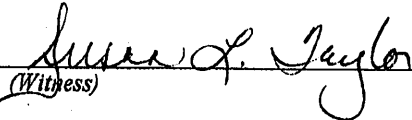
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of April, 2021


(Witness)

PAYNE & DOLAN, INC.

(Principal)

(Title)

WESTERN SURETY COMPANY

(Surety)

(Title)

(Seal)

(Seal)

Roxanne Jensen, Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

of Green Bay, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of June, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of June, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of April, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT
B

4/28/2021

2021 Bituminous Concrete Bids

	Contractor #1	Contractor #2	Contractor #3
	Asphalt Contractors	Payne & Dolan	NA
Bituminous Concrete Binder Course (3 LT 58-28 S)	Incomplete Bid	\$59.00/Ton	
Bituminous Concrete Surface Course (5 LT 58-28 S)	Incomplete Bid	\$66.00/Ton	
Fine Grading for New Subdivision Road paving Stone will be provided	Incomplete Bid	\$1.00/SY	
Amendment #1 Asphalt Milling Special approx. 4' wide by 15,000 LF	Incomplete Bid	\$1.00/SY	