

VILLAGE BOARD MEETING AGENDA
Monday, August 16, 2021 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane
Amended

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
 - A. Semi-Annual Update from RCEDC – Laura Million
 - B. TID Presentation
5. **Approval of Minutes**
 - Village Board – August 2, 2021
6. **Citizens Reports**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
 - B. Legislative/Licensing
 1. Application for Kennel License/Joy Peters, 13046 4 Mile Road
8. **Ordinances and Resolutions**
 - A. **Resolution 2021-89** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±22,538 Square Foot Distribution Facility Deback Lane, Lot 1 Of CSM 3437, Village Of Caledonia, Racine County, WI; Lindsey Pearson, Applicant, Wispark LLC, Owner
 - B. **Resolution 2021-91** – Resolution Authorizing the Village of Caledonia to Enter into An Intergovernmental Agreement Regarding Creation of a Racine County Public Health Division with Racine County
 - C. **Resolution 2021-92** – Resolution Of The Village Board Of The Village Of Caledonia Accepting Improvements In Auburn Hills Phase 3B
 - D. **Resolution 2021-93** – A Resolution Of The Village Board Of The Village Of Caledonia Amending A Village Of Caledonia Teleconference And Videoconference Policy For The Board Of Trustees And Village Committees And Village Commissions.
 - E. **Resolution 2021-94**– A Resolution Of The Village Board Of The Village Of Caledonia To Authorize A Service Contract For Architectural Design With FGM Architects, Inc. And Authorization To Release Request For Proposals For Construction Manager As Constructor At Risk For The New Public Safety Building And To Authorize Expenditure Of Funds And Execution Of Documents
9. **New Business**
 - A. Variance request for Oversized Structure/Garage at 6736 Running Horse Road
 - B. Reappointment of Alternate to the Racine Wastewater Commission
 - C. Chicken Discussion
 - D. Appointment to the Board of Review
 - E. Reschedule September 6th Village Board meeting due to Observance of Labor Day
10. **Report from Village Administrator**
11. **Adjournment**

RCEDC 2021 STRATEGIC PLAN MID-YEAR RESULTS REPORT

Our Mission

Ensuring the economic vitality of Racine County by working with our partners to support innovation and creativity that leads to business investment.

Our Goal

Facilitate business expansion projects that result in the creation and retention of jobs and increase the tax base in Racine County.



STRATEGY 1: BUSINESS RETENTION AND EXPANSION

Identify and address the needs of businesses through relationship and provision of resources. The strategy will be accomplished by successfully completing technical

assistance requests, developing, and implementing leadership programs, conducting outreach and providing loans, grants and incentives to businesses.

RESULTS:

Business Retention & Expansion	Annual Goals	Q2 2021	% of Target
Technical Assistance	220	137	62%
Leadership Training Programs	3	2	67%
Outreach	455	198	44%
Businesses Assisted through Lending, Grants and Incentives	61	35	57%
Amount of Community Loans, Grants, and Incentives	\$3,550,000	\$1,886,275	53%
Businesses Assisted through SBA 504	14	26	186%
Amount of SBA 504 Loans	\$13,450,000	\$19,665,000	146%

A total of 61 projects were approved during the first six months of 2021. By community:

- Burlington** – 4 projects
- Caledonia** – 5 projects, including the multi-phased, one-million square foot development by Scannell Properties
- City of Racine** – 17 projects, including My Bread Bakery, Pawstar and Jacquet Midwest
- Mount Pleasant** – 6 projects, including the two new spec buildings totaling 800,000 by Ashley Capital

- Sturtevant** – 1 project, M&J Krueger Trucking
- Union Grove** – 2 projects, Graphic Sign Shop and Pine Acres Popcorn
- Waterford** – 2 projects, River City Auto Body and Waterford Stillhouse
- Yorkville** – 3 projects, Spee-Dee Packaging, Merz North America and Anderson Trailers
- SBA 504** – 23 additional SBA loans were provided outside of Racine County

STRATEGY 2: BUSINESS RECRUITMENT

Take advantage of Racine County's location and opportunities to pursue development with the highest potential to spur other development including industrial, residential, and commercial development. The strategy will be accomplished

through outreach to real estate professionals, implementing business park development, residential development and administering incentives to spur development.

RESULTS:

Business Recruitment	Annual Goals	Q2 2021	% of Target
Outreach Activities to Real Estate Professionals, Developers and Site Selectors	190	57	30%
Businesses Assisted in Business Park Development	5	2	40%
Residential Development Projects	2	1	50%
Business Recruitment Marketing (Direct Marketing Campaigns)	2	1	50%



STRATEGY 3: TALENT ATTRACTION

Through RCEDC's talent attraction website, www.GreaterRacineCounty.com, RCEDC will effectively market Racine County to encourage more people to explore, work, and live in Racine County. The strategy will

be accomplished through refining and implementing a digital advertising campaign that, in the end, results in an increase of visitors, talent and residents to Racine County.

RESULTS:

Talent Attraction	Annual Goals	Q2 2021	% of Target
Digital Recruitment Campaign (impressions)	3,000,000	1,061,100	35%
Front Door to Talent: Engage local employers and HR professionals (Business Calls)	40	21	53%
Feedback to Partners on Talent Demand and Programming (Quarterly Communications)	4	4	100%
GRC Job Board - # of Business Profiles and # Jobs Posted	100/350	93/450	93%/128%

STRATEGY 4: COMMUNITY DEVELOPMENT

In partnership with Racine County Executive, RCEDC will work with local municipalities and partners to identify barriers that when addressed will result in higher tax base, more

jobs and residents. The strategy will be accomplished by working closely with our community leaders to ensure the development process is transparent and predictable.

RESULTS:

Community Development	Annual Goals	Q2 2021	% of Target
Development Assessment: Identify and mitigate barriers to development	8 Community Contracts; post development process; post on websites	1	13%
<i>Explore.Work.Live.</i>	Build on Visit/Explore messaging in GRC website. Publish 5 visitor-centric communications on the GRC website in collaboration with local communities	5	100%



STRATEGY 5: IMPACTFUL LEADERSHIP

RCEDC leadership is committed to continuous improvement, regular evaluations of RCEDC priorities, asking the right questions, and pushing for solutions. The strategy will be accomplished through diligent review of resources and

programs, securing private contributions to support RCEDC's mission and continued engagement of diverse leaders to join RCEDC's volunteer committees.

RESULTS:

Leadership	Annual Goals	Q2 2021	% of Target
Program Review	Review primary programs and initiatives; present findings to leadership to determine retention, improvements or elimination	Targeted for 4th Quarter	
Internal Talent Development Initiative	Establish individual professional development programs to retain and attract RCEDC staff	1	100%
Private Contribution	\$160,000	\$101,065	63%
Diverse Leadership	3	5	167%
Sound reputation	Sound financial planning; progressive work culture; retain positive reputation	Ongoing	

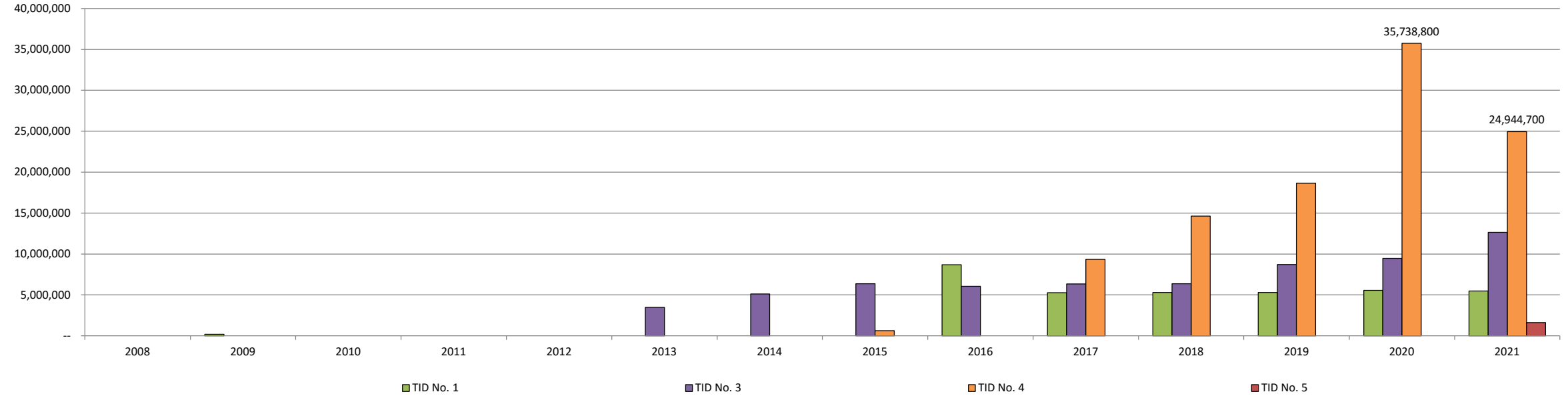


Village of Caledonia, WI - Increment Value Summary

Assmt. Year	TID No. 1			TID No. 3			TID No. 4			TID No. 5			Total Increment	Y-O-Y Change (\$)	TID-Out E.V.	Y-O-Y Change (\$)	Y-O-Y Change (%)	Total E.V.	TID as % Total E.V.
	Base	Increment	Total	Base	Increment	Total	Base	Increment	Total	Base	Increment	Total							
2008	14,038,300	(430,900)	13,607,400										1,200	1,200	2,313,197,300	41,100,900	1.8%	2,313,198,500	0.00%
2009	14,038,300	183,200	14,221,500										214,900	213,700	2,234,855,400	(78,341,900)	-3.4%	2,235,070,300	0.01%
2010	14,038,300	(1,934,200)	12,104,100										--	(214,900)	2,152,771,600	(82,083,800)	-3.7%	2,152,771,600	0.00%
2011	14,038,300	(1,439,700)	12,598,600										--	--	2,150,984,600	(1,787,000)	-0.1%	2,150,984,600	0.00%
2012	14,038,300	(1,386,700)	12,651,600	28,644,200	(704,700)	27,939,500							--	--	1,996,039,300	(154,945,300)	-7.2%	1,996,039,300	0.00%
2013	14,038,300	(1,005,600)	13,032,700	28,632,700	3,479,700	32,112,400							3,479,700	3,479,700	1,918,184,300	(77,855,000)	-3.9%	1,921,664,000	0.18%
2014	14,038,300	(344,700)	13,693,600	28,632,700	5,110,400	33,743,100							5,110,400	1,630,700	1,958,340,900	40,156,600	2.1%	1,963,451,300	0.26%
2015	14,038,300	(3,942,400)	10,095,900	28,632,700	6,359,200	34,991,900	8,424,800	630,300	9,055,100				6,989,500	1,879,100	1,959,569,900	1,229,000	0.1%	1,966,559,400	0.36%
2016	1,831,800	8,677,100	10,508,900	28,632,700	6,058,800	34,691,500	15,444,200	(2,375,900)	13,068,300				14,735,900	7,746,400	1,985,924,900	26,355,000	1.3%	2,000,660,800	0.74%
2017	1,831,800	5,276,500	7,108,300	28,632,700	6,349,400	34,982,100	15,444,200	9,326,700	24,770,900				20,952,600	6,216,700	2,075,550,600	89,625,700	4.5%	2,096,503,200	1.00%
2018	1,831,800	5,291,700	7,123,500	28,632,700	6,364,400	34,997,100	15,444,200	14,643,700	30,087,900				26,299,800	5,347,200	2,133,721,200	58,170,600	2.8%	2,160,021,000	1.22%
2019	1,831,800	5,296,600	7,128,400	28,632,700	8,707,700	37,340,400	15,444,200	18,635,400	34,079,600				32,639,700	6,339,900	2,283,495,900	149,774,700	7.0%	2,316,135,600	1.41%
2020	1,831,800	5,559,400	7,391,200	28,632,700	9,481,700	38,114,400	15,444,200	35,738,800	51,183,000	617,200	(373,600)	243,600	50,779,900	18,140,200	2,483,233,300	199,737,400	8.7%	2,534,013,200	2.00%
2021	1,831,800	5,484,100	7,315,900	28,632,700	12,659,400	41,292,100	15,444,200	24,944,700	40,388,900	617,200	1,612,100	2,229,300	44,700,300	(6,079,600)	2,658,988,700	175,755,400	7.1%	2,703,689,000	1.65%

- 1) 2021 Increment Value for TID No. 3 included a Department of Revenue Prior Year Correction increase of \$1,114,900, which will be removed from 2022 Increment Value
- 2) 2021 Increment Value for TID No. 4 included a Department of Revenue Prior Year Correction decrease of \$6,592,300, which will be added back to 2022 Increment Value (double counting of manufacturing facility in 2020)

TID Increment Values by District





Village of Caledonia, WI TID No. 1 Projected Cash Flows (Simplified)																		
Revenue / Debt Service Year	Revenues			Expenditures						Other Sources / (Uses)			Balances					
	Increment Revenue	All Other Revenue	TID Revenue	Developer Payments	Capital & Admin. Expenses	Debt Service		Interest on TID No. 4 Advance	Total Expenditures	Revenues Less Expenditures	Debt Proceeds	IN Levy Support	OUT Transfers Out	Net Change Fund Balance	Fund Balance	TID No. 4 Advance Balance	Non- Advance Balance	Principal & Advance Outstanding
						Principal	Interest											
2019	111,497	949	112,446	--	1,915	--	6,528	26,378	34,821	77,625	--	--	--	77,625	(835,730)	(834,591)	(1,139)	1,034,591
2020	106,336	381	106,717	--	2,600	--	7,437	24,203	34,240	72,477	--	--	--	77,625	(763,253)	(759,591)	(3,662)	959,591
2021	111,201	381	111,582	--	3,150	--	7,438	22,028	32,616	78,966	--	--	--	77,625	(684,287)	(684,591)	304	884,591
2022	106,940	381	107,321	--	3,150	10,000	7,288	19,853	40,291	67,030	--	--	--	77,625	(617,256)	(609,591)	(7,665)	799,591
2023	106,940	381	107,321	--	3,150	10,000	6,988	17,678	37,816	69,505	--	--	--	77,625	(547,751)	(534,591)	(13,160)	714,591
2024	106,940	381	107,321	--	3,150	10,000	6,688	15,503	35,341	71,980	--	--	--	77,625	(475,771)	(459,591)	(16,180)	629,591
2025	106,940	381	107,321	--	3,150	10,000	6,338	13,328	32,816	74,505	--	--	--	77,625	(401,265)	(384,591)	(16,674)	544,591
2026	106,940	381	107,321	--	3,150	10,000	5,938	11,153	30,241	77,080	--	--	--	77,625	(324,185)	(309,591)	(14,594)	459,591
2027	106,940	381	107,321	--	3,150	10,000	5,538	8,978	27,666	79,655	--	--	--	77,625	(244,530)	(234,591)	(9,939)	374,591
2028	106,940	381	107,321	--	3,150	10,000	5,188	6,803	25,141	82,180	--	--	--	77,625	(162,349)	(159,591)	(2,758)	289,591
2029	106,940	381	107,321	--	3,150	10,000	4,881	4,628	22,659	84,662	--	--	--	77,625	(77,688)	(84,591)	6,903	204,591
2030	106,940	381	107,321	--	3,150	10,000	4,563	2,453	20,166	87,155	--	--	--	77,625	9,467	(9,591)	19,058	119,591
2031	106,940	381	107,321	--	10,150	10,000	4,200	278	24,628	82,693	--	--	--	77,625	92,160	--	92,160	100,000
2032	106,940	381	107,321	--	--	10,000	3,800	--	13,800	93,521	--	--	--	77,625	185,681	--	185,681	90,000
2033	106,940	381	107,321	--	--	15,000	3,300	--	18,300	89,021	--	--	--	77,625	274,702	--	274,702	75,000
2034	106,940	381	107,321	--	--	15,000	2,700	--	17,700	89,621	--	--	--	77,625	364,323	--	364,323	60,000
2035	106,940	381	107,321	--	--	15,000	2,100	--	17,100	90,221	--	--	--	77,625	454,544	--	454,544	45,000
2036	106,940	381	107,321	--	--	15,000	1,500	--	16,500	90,821	--	--	--	77,625	545,365	--	545,365	30,000
2037	106,940	381	107,321	--	--	15,000	900	--	15,900	91,421	--	--	--	77,625	636,786	--	636,786	15,000
2038	106,940	381	107,321	--	--	15,000	300	--	15,300	92,021	--	--	--	77,625	728,807	--	728,807	--
2039	106,940	381	107,321	--	--	--	--	--	--	107,321	--	--	--	77,625	836,128	--	836,128	--
2040	106,940	381	107,321	--	--	--	--	--	--	107,321	--	--	--	77,625	943,449	--	943,449	--
2041	106,940	381	107,321	--	--	--	--	--	--	107,321	--	--	--	77,625	1,050,770	--	1,050,770	--
2042	106,940	381	107,321	--	--	--	--	--	--	107,321	--	--	--	77,625	1,158,091	--	1,158,091	--
2043	106,940	381	107,321	--	--	--	--	--	--	107,321	--	--	--	77,625	1,265,412	--	1,265,412	--
2044	106,940	381	107,321	--	--	--	--	--	--	107,321	--	--	--	77,625	1,372,733	--	1,372,733	--
2045	106,940	381	107,321	--	--	--	--	--	--	107,321	--	--	--	77,625	1,480,054	--	1,480,054	--

- Notes
- (1) TID No. 4 advanced \$984,591 to TID No. 1 during 2017, which accrues at an interest rate of 2.90%.
 - (2) The above projection shows TID No. 1 to have sufficient revenues to discharge its obligations at the end of year 2032.
 - (3) After TID No. 1 discharges its direct obligations, it could support up to its share of the Mount Pleasant Interceptor Clean Water Fund Loan.



Village of Caledonia, WI TID No. 3 Projected Cash Flows (Simplified)																		
Revenue / Debt Service Year	Revenues			Expenditures						Other Sources / (Uses)			Balances					
	Increment Revenue	All Other Revenue	TID Revenue	Developer Payments	Capital & Admin. Expenses	Debt Service		Interest on Water Advance	Total Expenditures	Revenues Less Expenditures	Debt Proceeds	IN Levy Support	OUT Transfers Out	Net Change Fund Balance	Fund Balance	Water Advance Balance	Non- Advance Balance	Principal & Advance Outstanding
						Principal	Interest											
2019	134,098	20,348	154,446	20,476	108,084	--	89,348	--	217,908	(63,461)	10,090	--	--	(53,371)	(252,855)	(277,112)	24,257	3,352,112
2020	174,818	30,221	205,039	16,575	157,838	--	89,348	6,927	270,688	(65,648)	--	--	--	(65,648)	(318,504)	(242,112)	(76,392)	3,317,112
2021	189,656	30,156	219,812	--	51,500	120,000	88,148	7,021	266,669	(46,857)	--	--	--	(46,857)	(365,361)	(207,112)	(158,249)	3,162,112
2022	246,858	30,156	277,014	7,313	5,150	140,000	85,548	6,006	244,016	32,998	--	--	--	32,998	(332,363)	(172,112)	(160,251)	2,987,112
2023	371,368	30,156	401,524	80,438	5,150	220,000	80,848	4,991	391,426	10,098	--	--	--	10,098	(322,266)	(137,112)	(185,154)	2,732,112
2024	371,368	30,156	401,524	80,438	5,150	220,000	74,248	3,976	383,811	17,713	--	--	--	17,713	(304,553)	(102,112)	(202,441)	2,477,112
2025	371,368	30,156	401,524	80,438	5,150	255,000	67,824	2,961	411,372	(9,849)	--	--	--	(9,849)	(314,402)	(67,112)	(247,290)	2,187,112
2026	371,368	30,156	401,524	80,438	5,150	265,000	61,388	1,946	413,921	(12,397)	--	--	--	(12,397)	(326,799)	(32,112)	(294,687)	1,887,112
2027	371,368	30,156	401,524	80,438	5,150	280,000	53,875	931	420,394	(18,870)	--	--	--	(18,870)	(345,669)	--	(345,669)	1,575,000
2028	371,368	30,156	401,524	80,438	5,150	300,000	45,175	--	430,763	(29,239)	--	--	--	(29,239)	(374,908)	--	(374,908)	1,275,000
2029	371,368	30,156	401,524	80,438	5,150	305,000	36,100	--	426,688	(25,164)	--	--	--	(25,164)	(400,072)	--	(400,072)	970,000
2030	371,368	30,156	401,524	80,438	5,150	320,000	26,325	--	431,913	(30,389)	--	--	--	(30,389)	(430,461)	--	(430,461)	650,000
2031	371,368	30,156	401,524	80,438	5,150	325,000	15,844	--	426,431	(24,908)	--	--	--	(24,908)	(455,368)	--	(455,368)	325,000
2032	371,368	30,156	401,524	80,438	5,150	325,000	5,281	--	415,869	(14,345)	--	--	--	(14,345)	(469,713)	--	(469,713)	--
2033	371,368	30,156	401,524	80,438	5,150	--	--	--	85,588	315,936	--	--	--	315,936	(153,777)	--	(153,777)	--
2034	371,368	30,156	401,524	--	5,150	--	--	--	5,150	396,374	--	--	--	396,374	242,597	--	242,597	--
2035	371,368	30,156	401,524	--	5,000	--	--	--	5,000	396,524	--	--	--	396,524	639,121	--	639,121	--
2036	371,368	30,156	401,524	--	5,000	--	--	--	5,000	396,524	--	--	--	396,524	1,035,644	--	1,035,644	--
2037	371,368	30,156	401,524	--	5,000	--	--	--	5,000	396,524	--	--	--	396,524	1,432,168	--	1,432,168	--
2038	371,368	30,156	401,524	--	5,000	--	--	--	5,000	396,524	--	--	--	396,524	1,828,692	--	1,828,692	--

Notes

- (1) Increment Revenue and Developer Payments based on existing Developer Agreements
- (2) Assumes two 3-year extensions, but only one is currently projected to be needed.
- (3) Water Utility advanced TID No. 3 \$300,000 (\$272,976 cash + \$27,024 engineering) at 2.90% during 2019 for the cost of a water main project in the vicinity of the Sacco development.



Village of Caledonia, WI TID No. 4 Projected Cash Flows (Simplified)																		
Revenue / Debt Service Year	Revenues			Expenditures						Revenues Less Expenditures	Other Sources / (Uses)			Balances				
	Increment Revenue	All Other Revenue	TID Revenue	Developer Payments	Capital & Admin. Expenses	Debt Service		Interest on Advance (none)	Total Expenditures		Debt Proceeds	IN Levy Support	OUT Transfers Out	Net Change Fund Balance	Fund Balance	TID No. 1 Advance Balance	Non-Advance Balance	Principal Outstanding
2019	308,543	98,775	407,318	672,589	2,078,805	16,087	1,034,244	--	3,801,725	(3,394,407)	302,696	750,000	--	(2,341,711)	1,074,242	834,591	239,651	34,833,615
2020	374,129	53,732	427,861	--	2,826,387	16,602	1,136,836	--	3,979,825	(3,551,964)	2,068,584	1,000,000	--	(483,380)	590,862	759,591	(168,729)	34,817,013
2021	714,857	437,617	1,152,474	--	348,900	17,149	1,065,988	--	1,432,037	(279,562)	--	1,000,000	--	720,438	1,311,300	684,591	626,709	34,799,864
2022	486,422	43,442	529,864	--	10,000	227,707	1,098,474	--	1,336,181	(806,318)	--	1,000,000	--	193,682	1,504,982	609,591	895,391	34,572,157
2023	974,618	41,267	1,015,885	368,868	10,000	578,282	1,090,155	--	2,047,305	(1,031,420)	--	1,000,000	--	(31,420)	1,473,562	534,591	938,971	33,993,875
2024	1,195,775	39,092	1,234,867	472,262	10,000	918,875	1,066,163	--	2,467,300	(1,232,432)	--	1,100,000	--	(132,432)	1,341,130	459,591	881,539	33,075,000
2025	1,810,244	36,917	1,847,161	965,733	10,000	1,280,000	1,029,604	--	3,285,337	(1,438,176)	--	1,200,000	--	(238,176)	1,102,954	384,591	718,363	31,795,000
2026	1,810,244	34,742	1,844,986	593,440	10,000	1,420,000	985,185	--	3,008,625	(1,163,639)	--	1,300,000	--	136,361	1,239,314	309,591	929,723	30,375,000
2027	1,810,244	32,567	1,842,811	593,440	10,000	2,095,000	927,500	--	3,625,940	(1,783,129)	--	1,400,000	--	(383,129)	856,185	234,591	621,594	28,280,000
2028	1,810,244	30,392	1,840,636	593,440	10,000	2,240,000	861,465	--	3,704,905	(1,864,269)	--	1,500,000	--	(364,269)	491,916	159,591	332,325	26,040,000
2029	1,810,244	28,217	1,838,461	593,440	10,000	2,410,000	794,994	--	3,808,434	(1,969,973)	--	1,600,000	--	(369,973)	121,942	84,591	37,351	23,630,000
2030	1,810,244	26,042	1,836,286	593,440	10,000	2,475,000	723,409	--	3,801,849	(1,965,563)	--	1,700,000	--	(265,563)	(143,621)	9,591	(153,212)	21,155,000
2031	1,810,244	23,867	1,834,111	593,440	10,000	2,655,000	644,756	--	3,903,196	(2,069,086)	--	1,700,000	--	(369,086)	(512,706)	--	(512,706)	18,500,000
2032	1,810,244	23,589	1,833,833	593,440	10,000	2,870,000	555,780	--	4,029,220	(2,195,388)	--	1,700,000	--	(495,388)	(1,008,094)	--	(1,008,094)	15,630,000
2033	1,810,244	23,589	1,833,833	--	10,000	3,160,000	456,339	--	3,626,339	(1,792,506)	--	1,700,000	--	(92,506)	(1,100,600)	--	(1,100,600)	12,470,000
2034	1,810,244	23,589	1,833,833	--	10,000	3,355,000	348,633	--	3,713,633	(1,879,800)	--	1,700,000	--	(179,800)	(1,280,400)	--	(1,280,400)	9,115,000
2035	1,810,244	23,589	1,833,833	--	10,000	2,930,000	244,125	--	3,184,125	(1,350,293)	--	1,350,293	--	--	(1,280,400)	--	(1,280,400)	6,185,000
2036	1,810,244	23,589	1,833,833	--	10,000	2,245,000	158,448	--	2,413,448	(579,615)	--	579,615	--	--	(1,280,400)	--	(1,280,400)	3,940,000
2037	1,810,244	23,589	1,833,833	--	10,000	1,840,000	90,875	--	1,940,875	(107,043)	--	--	107,043	--	(1,280,400)	--	(1,280,400)	2,100,000
2038	1,810,244	23,589	1,833,833	--	10,000	1,300,000	38,000	--	1,348,000	485,833	--	--	--	--	(1,280,400)	--	(1,280,400)	800,000
2039	1,810,244	12,589	1,822,833	--	10,000	400,000	12,000	--	422,000	1,400,833	--	--	--	--	(1,280,400)	--	(1,280,400)	400,000
2040	1,810,244	12,589	1,822,833	--	10,000	400,000	4,000	--	414,000	1,408,833	--	--	--	--	(1,280,400)	--	(1,280,400)	--
2041	1,810,244	12,589	1,822,833	--	10,000	--	--	--	10,000	1,812,833	--	--	--	--	(1,280,400)	--	(1,280,400)	--
2042	1,810,244	12,589	1,822,833	--	10,000	--	--	--	10,000	1,812,833	--	--	--	--	(1,280,400)	--	(1,280,400)	--
2043	1,810,244	12,589	1,822,833	--	10,000	--	--	--	10,000	1,812,833	--	--	--	--	(1,280,400)	--	(1,280,400)	--
2044	1,810,244	12,589	1,822,833	--	10,000	--	--	--	10,000	1,812,833	--	--	--	--	(1,280,400)	--	(1,280,400)	--
2045	1,810,244	12,589	1,822,833	--	10,000	--	--	--	10,000	1,812,833	--	--	--	1,280,400	--	--	--	--
											24,029,908	(10,972,218)						

Notes
 (1) Increment Revenue and Developer Payments based on existing Developer Agreements
 (2) Without additional development within TID No. 4, the model estimates Levy Support of approximately \$24 million before being reimbursed \$11 million.



Village of Caledonia, WI TID No. 5 Projected Cash Flows (Simplified)																		
Revenue / Debt Service Year	Revenues			Expenditures						Other Sources / (Uses)			Balances					
	Increment Revenue	All Other Revenue	TID Revenue	Developer Payments	Capital & Admin. Expenses	Debt Service		Interest on G.F. Advance	Total Expenditures	Revenues Less Expenditures	Debt Proceeds	IN Transfers In	OUT Transfers Out	Net Change Fund Balance	Fund Balance	G.F. Advance Balance	Non- Advance Balance	Principal Outstanding
						Principal	Interest											
2019	--	618	618	--	459,317	--	22,660	--	481,977	(481,359)	559,991	144,000	(20,504)	202,128	202,128	(144,000)	346,128	3,970,000
2020	--	297	297	--	2,328,667	--	6,524	2,880	2,338,071	(2,337,774)	1,415,000	--	--	(922,774)	(720,646)	(144,000)	(576,646)	3,970,000
2021	--	--	--	--	295,150	1,415,000	39,672	2,880	1,752,702	(1,752,702)	2,021,202	--	--	268,500	(452,146)	(144,000)	(308,146)	2,555,000
2022	31,436	--	31,436	7,859	25,150	--	48,744	2,880	84,633	(53,197)	--	--	--	(53,197)	(505,343)	(144,000)	(361,343)	2,555,000
2023	187,436	--	187,436	46,859	10,150	--	40,835	2,880	100,724	86,712	--	--	--	86,712	(418,631)	(144,000)	(274,631)	2,555,000
2024	694,436	--	694,436	173,609	10,150	160,000	39,235	2,880	385,874	308,562	--	--	--	308,562	(110,069)	--	(110,069)	2,395,000
2025	791,936	--	791,936	197,984	10,150	270,000	34,935	--	513,069	278,867	--	--	--	278,867	168,798	--	168,798	2,125,000
2026	889,436	--	889,436	222,359	10,150	350,000	30,485	--	612,994	276,442	--	--	--	276,442	445,240	--	445,240	1,775,000
2027	986,936	--	986,936	246,734	10,150	430,000	25,435	--	712,319	274,617	--	--	--	274,617	719,857	--	719,857	1,345,000
2028	1,084,436	--	1,084,436	613,594	10,150	480,000	18,220	--	1,121,964	(37,528)	--	--	--	(37,528)	682,329	--	682,329	865,000
2029	1,084,436	--	1,084,436	969,436	10,150	485,000	10,193	--	1,474,778	(390,343)	--	--	--	(390,343)	291,987	--	291,987	380,000
2030	1,084,436	--	1,084,436	969,436	10,150	380,000	3,040	--	1,362,626	(278,190)	--	--	--	(278,190)	13,797	--	13,797	--
2031	1,084,436	--	1,084,436	437,275	10,150	--	--	--	447,425	637,011	--	--	--	637,011	650,807	--	650,807	--
2032	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	1,730,093	--	1,730,093	--
2033	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	2,809,379	--	2,809,379	--
2034	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	3,888,665	--	3,888,665	--
2035	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	4,967,951	--	4,967,951	--
2036	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	6,047,237	--	6,047,237	--
2037	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	7,126,523	--	7,126,523	--
2038	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	8,205,809	--	8,205,809	--
2039	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	9,285,095	--	9,285,095	--
2040	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	10,364,381	--	10,364,381	--
2041	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	11,443,667	--	11,443,667	--
2042	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	12,522,953	--	12,522,953	--
2043	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	13,602,239	--	13,602,239	--
2044	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	14,681,525	--	14,681,525	--
2045	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	15,760,811	--	15,760,811	--
2046	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	16,840,097	--	16,840,097	--
2047	1,084,436	--	1,084,436	--	5,150	--	--	--	5,150	1,079,286	--	--	--	1,079,286	17,919,382	--	17,919,382	--
					3,885,145													

Notes
(1) Cash Flow understates expenses as future known debt obligations have not been included above due to timing uncertainties.
(2) Increment Revenue and Developer Payments based on existing Developer Agreements

**Village Board Meeting
August 2, 2021**

1 - Order

President Dobbs called the Village Board meeting to order at 6:00 p.m., at the Caledonia Village Hall.

2 - Pledge of Allegiance

3 - Roll Call

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

Absent: None.

Staff: HR Manager Michelle Tucker, Finance Director Bane Thomey, Utility Director Anthony Bunkelman, Public Works Director Tom Lazcano, Development Director Peter Wagner, and Fire Chief Jeffrey Henningfeld.

4 - Communications and Announcements

Chief Henningfeld presented a video regarding Mobile Integrated Healthcare. He further explained that they would participate in this to reduce re-admissions to the hospital and repetitive callers. The Board discussed with the Chief about how this would be funded and how resources are obtained. There was also discussion about how Village residents might be able to take part in the program, and how they would contact the Fire Department as a point of contact. There was concern regarding having adequate staff to support this program, and what equipment would be accounted for. Chief explained that these are scheduled events and would be anticipated to accommodate in the schedule. Since this inception of this program there have been four requests that have been filed and completed.

5 - Approval of minutes

Special Board – July 19, 2021

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

Village Board – July 19, 2021

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

Special Board – July 21, 2021

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

6. Citizens Reports

None.

7 - Committee Report

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

Village - \$483,174.87

Motion by Trustee Wishau to approve the A/P checks as presented for \$483,174.87. Seconded by Trustee Martin. Motion carried unanimously.

Trustee Stillman asked about Franksville Automotive and the replacement of tires on a squad car. He also asked about a charge for a replacement title for a maintenance vehicle. Bane Thomey, Finance Director will look into these situations and will bring it back to the next meeting.

8- Ordinances and Resolutions

8A-Resolution 2021-81 – Resolution Declaring Official Intent To Reimburse Expenditures From Proceeds Of Borrowing

This allows the Utility District to be reimbursed for expenditures for the lift station. Until the borrowing is completed, they will be using funds on hand to pay for this. Bunkelman explained the restraints and that this sets a timeline of 60 days from the date of approval. The Utility District can be reimbursed for expenditures prior to the 3rd and can only be up to a maximum of 20% of the total borrowing.

Trustee Martin wanted to ensure we were complying with this Resolution. This is for the intent to borrow and only allows the reimbursement. New resolutions will be made to reflect the borrowing. The resolution can be updated or amended to include the three main projects.

Motion by Trustee Martin to approve Resolution 2021-81 with the revision that it complies with limitations set in the bond letter and specific projects be named. Seconded by Trustee Weatherston. Motion carried unanimously.

8B-Resolution 2021-82 – Resolution Authorizing Changes To The Vacation Policy

Tucker has identified some large changes to the Policy Manuel. These would primarily impact new hires. She explained the updated policy and how vacation would be given. There are provisions included and would not include public safety employees.

Motion by Trustee Stillman to approve Resolution 2021-82. Seconded by Trustee Wanggaard. Motion carried unanimously.

8C-Resolution 2021-83 – Resolution Authorizing Changes To The Holiday Pay Policy

The holiday pay is currently set up that if you are sick immediately before or after a holiday you are unable to get paid for that holiday and must use vacation time to cover that time used. The recommendation from Tucker is to allow people who are legitimately sick to bring in a doctor's note to be able to get the holiday pay.

Motion by Trustee Stillman to approve Resolution 2021-83. Seconded by Trustee Wanggaard. Motion carried, unanimously.

8D-Resolution 2021-84 – Resolution Authorizing Changes To Overtime Calculation And Compensation Policy

There are two changes in this resolution. One allows staff to be paid out on their compensation time on any pay period and not just twice a year. The other change is a change in the definition for time worked. Right now, time worked does not include vacation time or sick time. This does not have a big impact on overtime.

Motion by Trustee Stillman to approve Resolution 2021-84. Seconded by Trustee Wanggaard. Motion carried, unanimously.

8E-Resolution 2021-85 – Resolution Of The Village Board Of The Village Of Caledonia to Approve A Certified Survey Map - Caledonia Business Park CSM. Located In The SE ¼ And NE ¼ Of The NW ¼ Of Section 34, T4n, R22e, Village Of Caledonia, Racine County, WI – Owner Caledonia Properties II, LLC – Parcel Id 104-04-22-34-020-080

This did go before the Plan Commission. This is a two lot CSM in the Caledonia Business Park and creates a lot that is 3 acres in size and another lot that is 6.1 acres in size. They are located in the sewer and water service areas. The conditions approved in the memo needed to be updated for 'upon development' on these items.

Motion by Trustee Weatherston to approve Resolution 2021-85 with the updated memo dated August 2nd. Seconded by Trustee Stillman. Motion carried, unanimously.

8F-Resolution 2021-86 – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Conditional Use Permit To Park No More Than Five Dump Trucks At 7931 Douglas Avenue / Nelly Rodriguez, Applicant, Fransico Rodriguez Rubio & Nelly Rodriguez, Owners

This Resolution is for the parking of the dump trucks and no operations on site. During the summer, three trucks will be on site and during the winter there will be five. November through April, those trucks will be parked.

Motion by Trustee Weatherston to approve Resolution 2021-86 with conditions. Seconded by Trustee Stillman.

8G-Resolution 2021-87 – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Conditional Use To Construct And Utilize A ±4,500 Square-Foot Commercial Building For A Licensed Commercial Vehicle Storage Facility And A ±21,600 Square-Foot Commercial Building For A Food Product Distribution Facility, Located On Ush 41 North Of 3500 Fourteen Point Lane In The Village Of Raymond Under The Cooperative Plan Dated November 12, 2009 Between The Village Of Caledonia And The Village Of Raymond Under Sec. 66.0307, Wis. Stats.

As always with the development in Raymond, spectacular use needed to be identified. The proposed development was approved in Raymond and as part of the boundary agreement is for the Village to look at the site development buildings maintain the quality that is supported by the Village of Caledonia. There is a list of standards for the boundary agreement and the minimum standards have been met.

Motion by Trustee Weatherston to approve Resolution 2021-87. Seconded by Trustee Martin. Motion carried unanimously.

8H-Resolution 2021-88 – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Sign Plan For The Development Located 4542 Douglas Avenue; Lora Martinson, Applicant, Gigi North LLC, Owner

Culver's is looking for relief from regulations from the sign code when it comes to size, number, and location. A master plan was submitted to the Plan Commission and recommended approval to the Village Board.

Trustee Weatherston thought that the sign code needed to be updated to reflect how businesses have dual driveways.

Motion by Trustee Weatherston to approve Resolution 2021-88. Seconded by Trustee Wanggaard. Motion carried unanimously.

8I-Resolution 2021-89– A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±22,538 Square Foot Distribution Facility Deback Lane, Lot 1 Of CSM 3437, Village Of Caledonia, Racine County, Wi; Lindsey Pearson, Applicant, Wispark LLC, Owner

Motion by Trustee Weatherston to table Resolution 2021-89. Seconded by Trustee Wanggaard. Motion carried unanimously.

8J-Resolution 2021-90 – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±443,987 Square Foot Industrial Building At 13300 Carol Court, Village Of Caledonia, Racine County, Wi; Christopher Carino, Applicant, Scannel Properties #513 LLC, Owner

This will be on lot 2 of the Deback Business Park. This is Phase II of the Scannell Property. Staff showed examples of the building, and this does meet the design standards within the park. Construction would be beginning in 2021 with a firm goal of 2022. The Plan Commission does recommend approval.

Motion by Trustee Weatherston to approve Resolution 2021-90. Seconded by Trustee Wanggaard. Motion carried unanimously.

9 – New Business

9A– Virtual Meeting Discussion (Res. 2020-31 Possible Amendment)

President Dobbs had requested this be added to the agenda to discuss if the Board would want to meet for Virtual meetings. There was an issue in the past regarding Closed Session Meetings but thought that general meetings could be addressed. President Dobbs thought this would be great for the Village to be flexible and allow things to get done in a more accommodating matter. He asked if the Board would be in favor of sending this to Legislative and Licensing Committee for further consideration. This should be done on an exception basis and should only be used for quick meetings. This would still allow the public to view on Zoom. Some Board members thought the trust is still needed for virtual and physical and thought that closed session meetings should be included as well. The virtual meeting policy should be amended to allow the President discretion and not an emergency.

Trustee Wanggaard had concerns that most people would just do the zoom rather than appear in person. Other members did not think it was necessary because only 1 meeting was needed. Board Members have expressed struggles with using Zoom. Trustee Martin thought that there were challenges to using Zoom when she was the only one on the Zoom call and the rest of the Trustee where physically present. She expressed concern about not being able to hear everyone speak versus as if they were all on Zoom.

Bunkelman said that this would be another avenue for the public to view or watch the meeting. He thought that this would be more of an opportunity to be transparent. If it is available, he thought it could be staff intensive and would need to have a dedicated person running the zoom so that there is an easy flow.

10 – Report from Village Administrator

Kathy is currently on vacation.

The Franksville invoices were for the labor to install tires. The second Invoice was for another vehicle for labor and four tires, an oil change, and rotation of tires. Bane will get back to them regarding the second invoice as the milage was different from the first invoice.

The \$20 replacement title was needed for the trade in for the new parks truck.

11 – Adjournment

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

Meeting adjourned at 6:58 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
3 RIVERS BILLING, INC.								
3	3 RIVERS BILLING, INC.	5696	JULY EMS BILLING	08/04/2021	5,029.16	.00		100-00-46230 Ambulance/EMS Fees
Total 3 RIVERS BILLING, INC.:					5,029.16	.00		
ACH - JAMES IMAGING								
897	ACH - JAMES IMAGING	29755734	VILLAGE COPIER SYSTEM LEA	07/22/2021	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	8294098	PRINTER LEASE JULY	07/14/2021	4,508.07	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - TIAA COMMERCIAL FINANCE, INC.:					4,508.07	.00		
ACH - TOSHIBA FINANCIAL SERVICES								
1998	ACH - TOSHIBA FINANCIAL SER	29755733	COPIER FOR COURT SYSTEM	07/22/2021	183.59	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					183.59	.00		
ACH - WE ENERGIES								
380	ACH - WE ENERGIES	060321	BILL PERIOD 4/29/21 TO 5/27/20	06/03/2021	901.47	.00		222-00-64140 Utilities
380	ACH - WE ENERGIES	060321	BILL PERIOD 4/29/21 TO 5/27/20	06/03/2021	1,992.05	.00		100-43-64140 Utilities
380	ACH - WE ENERGIES	060321	BILL PERIOD 4/29/21 TO 5/27/20	06/03/2021	2,434.45	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	060321	BILL PERIOD 4/29/21 TO 5/27/20	06/03/2021	1,150.76	.00		100-30-64140 Utilities
380	ACH - WE ENERGIES	060321	BILL PERIOD 4/29/21 TO 5/27/20	06/03/2021	23,230.65	.00		100-90-64290 Street Lighting
380	ACH - WE ENERGIES	060321	BILL PERIOD 4/29/21 TO 5/27/20	06/03/2021	465.04	.00		221-00-64140 Utilities
380	ACH - WE ENERGIES	060321	BILL PERIOD 4/29/21 TO 5/27/20	06/03/2021	1,288.98	.00		100-41-64140 Utilities
380	ACH - WE ENERGIES	070821	WE ENERGIES BILL PERIOD 5/2	07/08/2021	1,053.39	.00		222-00-64140 Utilities
380	ACH - WE ENERGIES	070821	WE ENERGIES BILL PERIOD 5/2	07/08/2021	1,738.79	.00		100-43-64140 Utilities
380	ACH - WE ENERGIES	070821	WE ENERGIES BILL PERIOD 5/2	07/08/2021	3,099.91	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	070821	WE ENERGIES BILL PERIOD 5/2	07/08/2021	1,269.47	.00		100-30-64140 Utilities
380	ACH - WE ENERGIES	070821	WE ENERGIES BILL PERIOD 5/2	07/08/2021	34,382.16	.00		100-90-64290 Street Lighting
380	ACH - WE ENERGIES	070821	WE ENERGIES BILL PERIOD 5/2	07/08/2021	520.36	.00		221-00-64140 Utilities
380	ACH - WE ENERGIES	070821	WE ENERGIES BILL PERIOD 5/2	07/08/2021	1,358.58	.00		100-41-64140 Utilities
380	ACH - WE ENERGIES	072121	BILL PERIOD 6/14/21 TO 7/15/21	07/21/2021	18.11	.00		221-00-64140 Utilities
380	ACH - WE ENERGIES	072121	BILL PERIOD 6/14/21 TO 7/15/21	07/21/2021	17.74	.00		100-35-64140 Utilities
Total ACH - WE ENERGIES:					74,921.91	.00		
AERO COMPRESSED GASES								
29	AERO COMPRESSED GASES	441972	OXYGEN FOR MEDICAL USE	08/05/2021	34.00	.00		100-35-64280 Medical Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total AERO COMPRESSED GASES:					34.00	.00		
ARAMARK								
128	ARAMARK	1641373696	RUG DELIVERY - VILLAGE HALL	07/14/2021	215.08	.00		100-43-62100 Contracted Services
128	ARAMARK	1641384170	RUG DELIVERY - POLICE DEPT	07/30/2021	432.89	.00		100-43-62100 Contracted Services
128	ARAMARK	1641395015	RUG DELIVERY - VILLAGE HALL	08/11/2021	236.03	.00		100-43-62100 Contracted Services
Total ARAMARK:					884.00	.00		
AURORA HEALTH CARE								
155	AURORA HEALTH CARE	147006	PRE EMPLOYMENT EXAM	08/01/2021	50.00	.00		100-13-51100 Personnel Medical Exams
Total AURORA HEALTH CARE:					50.00	.00		
BELLE CITY FIRE & SAFETY								
196	BELLE CITY FIRE & SAFETY	57430	MISC. FIRST AID KIT SUPPLIES	08/06/2021	127.50	.00		100-43-64070 Work Supplies
196	BELLE CITY FIRE & SAFETY	9967202	FIRE EXTINGUISHER INSPECTI	07/21/2021	49.15	.00		100-35-64240 Building Repairs & Maintenance
Total BELLE CITY FIRE & SAFETY:					176.65	.00		
BRYAN'S CONCESSIONS								
9184	BRYAN'S CONCESSIONS	2021 RACINE	2021 RACINE COUNTY FAIR RE	07/29/2021	156.00	.00		200-10-44130 EH Permits & Licensing Fees
Total BRYAN'S CONCESSIONS:					156.00	.00		
BUSCH TREE EXPERT LLC								
9174	BUSCH TREE EXPERT LLC	2070	JT PARK DEAD TREE REMOVAL	06/07/2021	1,800.00	.00		222-00-62700 Grounds Services
Total BUSCH TREE EXPERT LLC:					1,800.00	.00		
CARLOS CLEANING								
2257	CARLOS CLEANING	2021-7	JUL-21; MONTHLY CLEANING S	07/31/2021	163.21	.00		200-10-64100 Janitorial Supplies
2257	CARLOS CLEANING	2021-7	JUL-21; MONTHLY CLEANING S	07/31/2021	12.43	.00		200-27-64100 Janitorial Supplies
2257	CARLOS CLEANING	2021-7	JUL-21; MONTHLY CLEANING S	07/31/2021	45.55	.00		200-28-64100 Janitorial Supplies
2257	CARLOS CLEANING	2021-7	JUL-21; MONTHLY CLEANING S	07/31/2021	9.99	.00		200-29-64100 Janitorial Supplies
2257	CARLOS CLEANING	2021-7	JUL-21; MONTHLY CLEANING S	07/31/2021	12.42	.00		200-72-64100 Janitorial Supplies
Total CARLOS CLEANING:					243.60	.00		
CHAN, LINDA								
9186	CHAN, LINDA	2021 RACINE	2021 RACINE COUNTY FAIR RE	07/29/2021	203.00	.00		200-10-44130 EH Permits & Licensing Fees

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total CHAN, LINDA:					203.00	.00		
CLIFTON LARSON ALLEN LLP								
378	CLIFTON LARSON ALLEN LLP	2961812	AUDIT SERVICES - PROGRESS	07/29/2021	9,450.00	.00		100-90-61300 Audit Services
Total CLIFTON LARSON ALLEN LLP:					9,450.00	.00		
CNA SURETY								
381	CNA SURETY	65589764N	NOTARY BOND #65589764N FO	08/06/2021	30.00	.00		100-42-64030 Office Supplies
Total CNA SURETY:					30.00	.00		
COMPLETE OFFICE OF WISCONSIN								
392	COMPLETE OFFICE OF WISCO	139199	PAPER, MARKERS, PEN & FOL	08/03/2021	258.32	.00		100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	139200	LUNCH ROOM SUPPLIES	08/03/2021	44.03	.00		100-43-64240 Building Repairs & Maintenance
392	COMPLETE OFFICE OF WISCO	140329	PENS & PAPER	08/04/2021	187.91	.00		100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	142711	WATER FOR CONF. ROOM WES	08/06/2021	5.09	.00		100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	142719	TOWELS, TISSUE & DAWN DET	08/06/2021	205.37	.00		100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	142719	LAMINATE SHEETS	08/06/2021	18.78	.00		100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	143658	WATER FOR CONF. ROOM WES	08/09/2021	12.90	.00		100-13-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					732.40	.00		
CREATIVE BRICK & CONCRETE								
9187	CREATIVE BRICK & CONCRETE	716752	DECORATIVE BRICK FOR CHIE	07/07/2021	103.40	.00		222-00-64070 Work Supplies
Total CREATIVE BRICK & CONCRETE:					103.40	.00		
DIVERSIFIED BENEFIT SERVICES								
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-001 Retiree Schey
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-002 Retiree Pfeffer
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-003 Retiree R Roeder
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-004 Retiree G Roeder
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-007 Retiree Borchert
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-008 Retiree Wall
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-009 Retiree Rozina
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-012 Retiree Lewis
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-013 Retiree Heried
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-014 Retiree Bosch
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-015 Retiree Borkowski
525	DIVERSIFIED BENEFIT SERVIC	329710	JUNE MONTHLY RETIREE HRA	06/03/2021	8.75	.00		280-21930-016 Retiree D. Roeder
525	DIVERSIFIED BENEFIT SERVIC	333620	AUGUST HRA HEALTH REIMBU.	08/03/2021	746.17	.00		278-00-62100 Contracted Services
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-001 Retiree Schey

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-002 Retiree Pfeffer
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-003 Retiree R Roeder
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-004 Retiree G Roeder
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-008 Retiree Wall
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-007 Retiree Borchert
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-009 Retiree Rozina
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-012 Retiree Lewis
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-013 Retiree Heried
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-014 Retiree Bosch
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-015 Retiree Borkowski
525	DIVERSIFIED BENEFIT SERVIC	333622	AUGUST HRA -RETIREE- HEALT	08/03/2021	8.75	.00		280-21930-016 Retiree D. Roeder
Total DIVERSIFIED BENEFIT SERVICES:					956.17	.00		
ENVIRONMENTAL MANAGEMENT CONSULTING INC								
9188	ENVIRONMENTAL MANAGEME	10861	AIR QUALITY TESTING	08/11/2021	1,820.00	.00		100-30-64240 Building Repairs & Maintenance
Total ENVIRONMENTAL MANAGEMENT CONSULTING INC:					1,820.00	.00		
FIRE SAFETY USA								
651	FIRE SAFETY USA	150194	VALVE FOR ENGINE 12	08/06/2021	925.00	.00		100-35-63300 Vehicle Repairs & Maintenance
Total FIRE SAFETY USA:					925.00	.00		
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	73528	TID #5 DOMINICAN LIFT STATIO	07/28/2021	37,827.58	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	73529	TID #5 CENTRAL LIFT STATION	07/28/2021	18,801.90	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	73537	TID #3 GENERAL ENGINEERIN	07/28/2021	663.00	.00		413-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	73539	TID #4 GENERAL ENGINEERIN	07/28/2021	1,957.68	.00		414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	73546	TID #3 PHASE 1A PROJECT #00	07/28/2021	17,480.60	.00		413-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	73547	TID #4 WATER DEMAND STUDY	07/28/2021	204.00	.00		414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	73548	PROJECT #0021C030.09	07/28/2021	510.00	.00		100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					77,444.76	.00		
FRANKSVILLE AUTOMOTIVE LLC								
679	FRANKSVILLE AUTOMOTIVE LL	15390	REMOVE/REPAIR TIRE/NAIL	07/22/2021	33.99	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	15421	OIL CHANGE #206	07/29/2021	60.77	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	15443	#205 REPLACE ONE TIRE	08/05/2021	25.46	.00		100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					120.22	.00		
FRANKSVILLE OIL								
680	FRANKSVILLE OIL	369199	3999.00 GAL NL GAS	07/23/2021	9,897.52	.00		100-41-63200 Fuel, Oil, Fluids

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
680	FRANKSVILLE OIL	369659	DIESEL FUEL FOR CFD VEHICL	08/06/2021	581.31	.00		100-35-63200 Fuel, Oil, Fluids
Total FRANKSVILLE OIL:					10,478.83	.00		
GREAT EAGLE HOLDINGS LLC								
9183	GREAT EAGLE HOLDINGS LLC	2021 RACINE	2021 RACINE COUNTY FAIR RE	07/29/2021	44.00	.00		200-10-44130 EH Permits & Licensing Fees
Total GREAT EAGLE HOLDINGS LLC:					44.00	.00		
GREEN TREE CLEANERS								
754	GREEN TREE CLEANERS	911	HONOR GUARD UNIFORM CLE	05/10/2021	20.50	.00		100-30-50280 Clothing Allowance
754	GREEN TREE CLEANERS	912	HONOR GUARD UNIFORM CLE	07/26/2021	20.50	.00		100-30-50280 Clothing Allowance
754	GREEN TREE CLEANERS	913	HONOR GUARD UNIFORM CLE	07/26/2021	20.50	.00		100-30-50280 Clothing Allowance
Total GREEN TREE CLEANERS:					61.50	.00		
HENRY SCHEIN								
794	HENRY SCHEIN	96706032	EPI PENS	07/28/2021	955.24	.00		200-20-64280 Medical Supplies
Total HENRY SCHEIN:					955.24	.00		
HWY 31/60 REAL ESTATE LL								
825	HWY 31/60 REAL ESTATE LL	SEP-21 RENT	SEP-21; BUILDING RENT	08/01/2021	3,565.42	.00		200-10-61700 Property Rental
825	HWY 31/60 REAL ESTATE LL	SEP-21 RENT	SEP-21; BUILDING RENT	08/01/2021	271.40	.00		200-27-61700 Property Rental
825	HWY 31/60 REAL ESTATE LL	SEP-21 RENT	SEP-21; BUILDING RENT	08/01/2021	995.12	.00		200-28-61700 Property Rental
825	HWY 31/60 REAL ESTATE LL	SEP-21 RENT	SEP-21; BUILDING RENT	08/01/2021	218.18	.00		200-29-61700 Property Rental
825	HWY 31/60 REAL ESTATE LL	SEP-21 RENT	SEP-21; BUILDING RENT	08/01/2021	271.40	.00		200-72-61700 Property Rental
Total HWY 31/60 REAL ESTATE LL:					5,321.52	.00		
JOHNS DISPOSAL SERVICE, INC.								
967	JOHNS DISPOSAL SERVICE, IN	688815	RECYCLE SERVICES - JULY202	07/27/2021	40,524.60	.00		241-00-62100 Contracted Services
967	JOHNS DISPOSAL SERVICE, IN	688815	REFUSE SERVICES - JULY2021	07/27/2021	82,451.16	.00		240-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:					122,975.76	.00		
K & M TIRES DELPHOS								
1022	K & M TIRES DELPHOS	13922887	2 TIRES W/CREDIT OWED	08/03/2021	201.76	.00		100-30-63300 Vehicle Repairs & Maintenance
Total K & M TIRES DELPHOS:					201.76	.00		
KARL H. SCHNABEL CO. INC.								
1033	KARL H. SCHNABEL CO. INC.	123448	EVIDENCE CARDS FOR BUREA	07/29/2021	24.70	.00		100-30-64030 Office Supplies
1033	KARL H. SCHNABEL CO. INC.	123486	325 -- BUSINESS CARDS - BAN	08/04/2021	46.50	.00		100-13-64060 Copying & Printing

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
1033	KARL H. SCHNABEL CO. INC.	123486	1,000 -- WINDOW ENVELOPES -	08/04/2021	122.70	.00		100-13-64060 Copying & Printing
1033	KARL H. SCHNABEL CO. INC.	123486	1,000 -- ENVELOPES -- VILLAGE	08/04/2021	118.40	.00		100-13-64060 Copying & Printing
Total KARL H. SCHNABEL CO. INC.:					312.30	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	143047	DRUM LINERS - PARKS	06/28/2021	89.98	.00		221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	143067	MISC. ITEMS (WASP KILLER, F	06/29/2021	44.06	.00		221-00-64110 Small Equipment
1096	KORTENDICK HARDWARE	143269	MOTO MIX- PARKS	07/09/2021	37.99	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	143269	DRUM LINERS - PARKS	07/09/2021	44.99	.00		221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	143325	SPRING SNAP- PARKS	07/13/2021	34.18	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	143556	ROUNDUP W/DISCOUNTS- PAR	07/21/2021	45.70	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	143593	SEVIN PEST SPRAY	08/11/2021	8.09	.00		100-30-64030 Office Supplies
1096	KORTENDICK HARDWARE	143822	KITCHEN FAUCET FOR STATIO	08/05/2021	46.79	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	143834	SUPPLY LINE FOR KITCHEN FA	08/05/2021	6.29	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	143916	SHOP SUPPLIES STATION 11	08/05/2021	43.26	.00		100-35-64110 Small Equipment
Total KORTENDICK HARDWARE:					401.33	.00		
MARTIN FORD, INC.								
1234	MARTIN FORD, INC.	126796	#215 REPLACED DOOR ACTUA	07/28/2021	285.82	.00		100-30-63300 Vehicle Repairs & Maintenance
1234	MARTIN FORD, INC.	126830	#214 REPLACE FLEX PIPES/TO	08/11/2021	796.52	.00		100-30-63300 Vehicle Repairs & Maintenance
1234	MARTIN FORD, INC.	126897	#210 REPLACE BLOWER MOTO	08/09/2021	374.34	.00		100-30-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					1,456.68	.00		
MEA-SEW								
1265	MEA-SEW	07312021	ANNUAL MEMBERSHIP FEE FO	07/31/2021	30.00	.00		100-13-51320 Memberships/Dues
Total MEA-SEW:					30.00	.00		
MENARDS RACINE								
1281	MENARDS RACINE	26286	SIGN PARTS, TOWELS AND HE	08/03/2021	165.14	.00		100-41-64090 Road Maintenance Materials
1281	MENARDS RACINE	26745	5 -- 12" SMOOTH PATIO BRICKS	07/23/2021	7.25	.00		222-00-64070 Work Supplies
1281	MENARDS RACINE	27126	4' WOOD LATH	07/30/2021	58.52	.00		100-41-64090 Road Maintenance Materials
1281	MENARDS RACINE	27337	GREEN TREATED WOOD FOR L	08/02/2021	99.42	.00		221-00-64070 Work Supplies
Total MENARDS RACINE:					330.33	.00		
MILWAUKEE AREA TECHNICAL COLLEGE								
1334	MILWAUKEE AREA TECHNICAL	62574	KERR VC INSTRUCTOR CERT	08/11/2021	102.78	.00		100-30-51300 Education/Training/Conferences
Total MILWAUKEE AREA TECHNICAL COLLEGE:					102.78	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
NAJERA, ERICKA								
9185	NAJERA, ERICKA	2021 TEMP LI	2021 TEMP LICENSE NEVER US	07/29/2021	203.00	.00		200-10-44130 EH Permits & Licensing Fees
Total NAJERA, ERICKA:					203.00	.00		
NASSCO, INC.								
1371	NASSCO, INC.	6029265	BATH TISSUE, HAND SOAP, FU	08/09/2021	150.32	.00		100-43-64100 Janitorial Supplies
1371	NASSCO, INC.	6029266	HAND SOAP, ROLL TOWEL, FU	08/09/2021	173.94	.00		222-00-64100 Janitorial Supplies
1371	NASSCO, INC.	6029268	HAND SOAP, ROLL TOWEL, FUE	08/09/2021	118.34	.00		221-00-64100 Janitorial Supplies
Total NASSCO, INC.:					442.60	.00		
PALMEN DODGE								
1441	PALMEN DODGE	193731	#217 BRAKES/ALIGNMENT	08/06/2021	914.49	.00		100-30-63300 Vehicle Repairs & Maintenance
Total PALMEN DODGE:					914.49	.00		
PARK REFUND VENDOR								
8999	PARK REFUND VENDOR	WRSA-4LYXD	ESCROW REFUND - JT. PK SH	08/08/2021	25.00	.00		222-00-46700 Shelter/Park Rentals
8999	PARK REFUND VENDOR	WRSA-7AW9B	HALL ESCROW REFUND	07/31/2021	100.00	.00		222-00-46710 Hall Rental
8999	PARK REFUND VENDOR	WRSA-COV7P	HALL ESCROW REFUND	08/08/2021	100.00	.00		222-00-46710 Hall Rental
8999	PARK REFUND VENDOR	WRSA-H3GSQ	HALL ESCROW REFUND	08/07/2021	100.00	.00		222-00-46710 Hall Rental
Total PARK REFUND VENDOR:					325.00	.00		
PATS SERVICES INC.								
1462	PATS SERVICES INC.	A-218568	PORTABLE TOILET RENTAL GO	08/02/2021	90.00	.00		221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-218568	PORTABLE TOILET RENTAL GO	08/02/2021	140.00	.00		221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-218569	PORTABLE TOILET - HANDICAP	08/02/2021	140.00	.00		221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-218677	PORTABLE TOILET - HANDICAP	08/02/2021	140.00	.00		221-00-62100 Contracted Services
Total PATS SERVICES INC.:					510.00	.00		
PAYNE & DOLAN, INC.								
1474	PAYNE & DOLAN, INC.	1751498	181.46 TN FOR CULVERT BACK	07/30/2021	2,177.52	.00		100-41-64090 Road Maintenance Materials
1474	PAYNE & DOLAN, INC.	1754243	12.92 TON HOY MIX	08/05/2021	788.12	.00		400-41-65080 Road Improvements
Total PAYNE & DOLAN, INC.:					2,965.64	.00		
PRUITT, EKES & GEARY, SC								
1534	PRUITT, EKES & GEARY, SC	2737	OPIOID LITAGATION	08/05/2021	331.80	.00		100-90-61100 Attorney Fees
1534	PRUITT, EKES & GEARY, SC	2737	MUNICIPAL PROSECUTION	08/05/2021	4,676.80	.00		100-90-61110 Attorney - Municipal Court
1534	PRUITT, EKES & GEARY, SC	2737	TID #4 PAD F SCANNELL	08/05/2021	821.60	.00		100-23163-043 Scannel Properties 499-DeBack
1534	PRUITT, EKES & GEARY, SC	2737	TID #4 BADGER LIQUOR PAD A	08/05/2021	158.00	.00		100-23163-054 Badger Liquor Company, Inc

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
1534	PRUITT, EKES & GEARY, SC	2737	TID #5 GENERAL	08/05/2021	237.00	.00		415-00-61000 Professional Services
1534	PRUITT, EKES & GEARY, SC	2737	TID #5 CCM/CARDINAL WATER'	08/05/2021	3,323.60	.00		100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
1534	PRUITT, EKES & GEARY, SC	2737	TID #5 DEVELOPMENT OF RYD	08/05/2021	79.00	.00		100-23163-039 Ryder Stormwater Pond
1534	PRUITT, EKES & GEARY, SC	2737	4542 DOUGLAS AVE. CULVERS	08/05/2021	900.60	.00		100-23163-018 Haman Assoc. Inc. (Gigi North)
1534	PRUITT, EKES & GEARY, SC	2737	ORDINANCES, RESOLUTIONS	08/05/2021	3,234.40	.00		100-90-61100 Attorney Fees
1534	PRUITT, EKES & GEARY, SC	2737	CONTRACT REVIEW AND NEG	08/05/2021	252.80	.00		100-90-61100 Attorney Fees
1534	PRUITT, EKES & GEARY, SC	2737	DEMAND LETTERS AND ORGIN	08/05/2021	300.20	.00		100-90-61100 Attorney Fees
1534	PRUITT, EKES & GEARY, SC	2737	OPINION/LEGAL INTERPRETATI	08/05/2021	2,133.00	.00		100-90-61100 Attorney Fees
Total PRUITT, EKES & GEARY, SC:					16,448.80	.00		
RACINE COUNTY								
1548	RACINE COUNTY	07292021	IT SERVICES FROM 6/1/21-6/30/	07/29/2021	949.61	.00		100-90-64310 IT Contracted Services
Total RACINE COUNTY:					949.61	.00		
RACINE COUNTY TREASURER								
1561	RACINE COUNTY TREASURER	072021	JULY 2021 COURT FINES	07/30/2021	3,480.40	.00		100-00-45110 Muni Court Fines
Total RACINE COUNTY TREASURER:					3,480.40	.00		
ROSE PEST SOLUTIONS								
1701	ROSE PEST SOLUTIONS	2808836	MONTHLY PEST CONTROL JOI	07/29/2021	50.00	.00		222-00-64240 Building Repairs & Maintenance
Total ROSE PEST SOLUTIONS:					50.00	.00		
RUMA SPORTS								
1714	RUMA SPORTS	20190	AWARDS PLAQUES AND RETIR	08/06/2021	577.00	.00		100-35-64070 Work Supplies
Total RUMA SPORTS:					577.00	.00		
SHRED-IT USA								
1800	SHRED-IT USA	8182470058	1 -- ON SITE SHRED CONTAIN	07/28/2021	35.66	.00		100-43-62100 Contracted Services
1800	SHRED-IT USA	8182470203	SHREDDING SERVICE	07/22/2021	17.79	.00		100-30-62100 Contracted Services
Total SHRED-IT USA:					53.45	.00		
SIGN SHOP OF RACINE, INC.								
1805	SIGN SHOP OF RACINE, INC.	9007	PARK TRUCK VILLAGE EMBLE	07/23/2021	237.50	.00		221-00-64070 Work Supplies
1805	SIGN SHOP OF RACINE, INC.	9007	PARK/CEMETERY - 5 ENGRAVE	07/23/2021	50.00	.00		222-00-64070 Work Supplies
Total SIGN SHOP OF RACINE, INC.:					287.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
SME SEASONAL SERVICES LLC								
1813	SME SEASONAL SERVICES LL	5986	MOWING - CALEDONIA CEMET	07/31/2021	600.00	.00		222-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	5986	MOWING - CALEDONIA PARKS (	07/31/2021	1,860.00	.00		221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	5986	MOWING - CALEDONIA PARKS (	07/31/2021	200.00	.00		221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	5986	MOWING - CALEDONIA VILLAG	07/31/2021	210.00	.00		100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	5986	MOWING - OTHER --JULY 12TH	07/31/2021	270.00	.00		100-43-62100 Contracted Services
Total SME SEASONAL SERVICES LLC:					3,140.00	.00		
South Shore Heating AC & Hydronic								
9151	South Shore Heating AC & Hydro	1166131074-1	DIAGNOSTIC/THERMOSTAT/ZO	08/04/2021	705.00	.00		100-30-64240 Building Repairs & Maintenance
Total South Shore Heating AC & Hydronic:					705.00	.00		
SPEEDWAY/SUPER AMERICA								
1833	SPEEDWAY/SUPER AMERICA	EJ994071821	FUEL	07/29/2021	726.61	.00		100-35-63200 Fuel, Oil, Fluids
Total SPEEDWAY/SUPER AMERICA:					726.61	.00		
STATE OF WISCONSIN								
1861	STATE OF WISCONSIN	072021	JULY 2021 COURT FINES	07/30/2021	11,020.32	.00		100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:					11,020.32	.00		
STREICHERS								
1895	STREICHERS	11516020	NIGHT VISION MONOCULAR	07/28/2021	1,895.00	.00		100-30-64070 Work Supplies
Total STREICHERS:					1,895.00	.00		
TYLER TECHNOLOGIES								
2024	TYLER TECHNOLOGIES	060-112436	PROJECT #136891 2021/2022 M	06/11/2021	3,618.14	.00		100-90-62100 Contracted Services
2024	TYLER TECHNOLOGIES	060-112437	2021 REVALUATION MAY 2021 S	06/11/2021	515.09	.00		100-90-62100 Contracted Services
Total TYLER TECHNOLOGIES:					4,133.23	.00		
U. S. CELLULAR								
2026	U. S. CELLULAR	20210803002	COST FOR RECORDS REQUES	08/03/2021	50.00	.00		100-30-64030 Office Supplies
Total U. S. CELLULAR:					50.00	.00		
ULINE								
2030	ULINE	136800700	STORAGE BANKER BOXES	07/30/2021	103.35	.00		100-30-64070 Work Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total ULINE:					103.35	.00		
UPS								
2047	UPS	0000F5A53630	MAILING COST	08/05/2021	8.39	.00		100-35-64040 Postage & Shipping
Total UPS:					8.39	.00		
VANTAGE POINT CORP								
2066	VANTAGE POINT CORP	IC123698	ACROBAT PRO DC 6 LICENSES	07/23/2021	1,317.84	.00		100-90-64300 IT Maintenance & Subscriptions
Total VANTAGE POINT CORP:					1,317.84	.00		
VON BRIESEN & ROPER SC								
2091	VON BRIESEN & ROPER SC	362866	LABOR AND PERSONNEL LEG	07/22/2021	1,724.50	.00		100-90-61100 Attorney Fees
Total VON BRIESEN & ROPER SC:					1,724.50	.00		
WANDREY, GEORGE								
9097	WANDREY, GEORGE	2021 RACINE	2021 RACINE COUNTY FAIR RE	07/29/2021	43.00	.00		200-10-44130 EH Permits & Licensing Fees
Total WANDREY, GEORGE:					43.00	.00		
WAUKESHA COUNTY TECHNICAL COLLEGE								
2106	WAUKESHA COUNTY TECHNIC	S0747492	DT ZOLTAK BACKGR INVSTG C	07/26/2021	415.40	.00		100-30-51300 Education/Training/Conferences
Total WAUKESHA COUNTY TECHNICAL COLLEGE:					415.40	.00		
WI DEPT OF FINANCIAL INSTITUTIONS								
2141	WI DEPT OF FINANCIAL INSTIT	DFI/NOT08062	NOTARY BOND RENEWAL RICH	08/06/2021	20.00	.00		100-42-64030 Office Supplies
Total WI DEPT OF FINANCIAL INSTITUTIONS:					20.00	.00		
WI GOVERNMENT FINANCE OFFICERS ASSOC.								
2167	WI GOVERNMENT FINANCE OF	080621	ANNUAL MEMBERSHIP DUES	08/06/2021	25.00	.00		100-14-51320 Memberships/Dues
Total WI GOVERNMENT FINANCE OFFICERS ASSOC.:					25.00	.00		
WIS DEPT OF JUSTICE - CIB								
2162	WIS DEPT OF JUSTICE - CIB	L5203T072021	JULY WORCS BILLING	07/20/2021	14.00	.00		100-30-62100 Contracted Services
Total WIS DEPT OF JUSTICE - CIB:					14.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
WISCONSIN HUMANE SOCIETY								
2180	WISCONSIN HUMANE SOCIETY	2074	ANIMAL SHELTER CONTRACT -	08/01/2021	1,092.50	.00		100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:					1,092.50	.00		
Grand Totals:					377,407.79	.00		

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD						
2434	US BANK CORPORATE CARD	AMAZON	credit	CREDIT FOR RETURNED ITEMS	100-35-64070 Work Supplies	37.98-
2434	US BANK CORPORATE CARD	AMAZON	Credit 071721	CREDIT FOR RETURNED ITEMS	100-35-64070 Work Supplies	10.49-
2434	US BANK CORPORATE CARD	EPIC SPORTS	5567397 refun	CREDIT FOR TAX EXEMPTION	221-00-64070 Work Supplies	10.31-
2434	US BANK CORPORATE CARD	DOT DMV WIN TVP EPAY SALE	351899107520	TVRP JULY 2021	100-32-64070 Work Supplies	.06
2434	US BANK CORPORATE CARD	DEPT OF SAFETY & PROF SER	WISCOM03467	2021 JAMES KEEKER- CRED. C	100-40-51320 Memberships/Dues	.80
2434	US BANK CORPORATE CARD	AMAZON	112-0169670-6	WHITE BOARD ERASER	100-40-64070 Work Supplies	2.79
2434	US BANK CORPORATE CARD	DOT DMV WIN TVP EPAY SALE	351899107520	TVRP JULY 2021	100-32-64070 Work Supplies	3.00
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234733	JUN-21; ONLINE DATA STORAG	200-29-64300 IT Maintenance & Subscriptions	3.99
2434	US BANK CORPORATE CARD	WALGREENS	0488-7211-196	PHOTO FOR CHIEF WALL	100-30-64030 Office Supplies	4.21
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234733	JUN-21; ONLINE DATA STORAG	200-10-64300 IT Maintenance & Subscriptions	4.77
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234733	JUN-21; ONLINE DATA STORAG	200-27-64300 IT Maintenance & Subscriptions	6.39
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234733	JUN-21; ONLINE DATA STORAG	200-50-64300 IT Maintenance & Subscriptions	6.39
2434	US BANK CORPORATE CARD	KONICA MINOLTA	274204028 900	JUL-21; C650I COPIER COUNTS	200-10-64060 Copying & Printing	6.77
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234733	JUN-21; ONLINE DATA STORAG	200-20-64300 IT Maintenance & Subscriptions	9.58
2434	US BANK CORPORATE CARD	FEDEX	281021347195	SHIPPING; RETURN FLU VACCI	200-20-64040 Postage & Shipping	11.47
2434	US BANK CORPORATE CARD	QUILL CORP	17665733	NOTEPADS	100-30-64030 Office Supplies	12.59
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234733	JUN-21; ONLINE DATA STORAG	200-28-64300 IT Maintenance & Subscriptions	13.57
2434	US BANK CORPORATE CARD	AMAZON	111-3531018-0	DOOR WEDGES	200-10-64070 Work Supplies	13.74
2434	US BANK CORPORATE CARD	KONICA MINOLTA	274204028 900	JUL-21; C368 COPIER COUNTS	200-29-64060 Copying & Printing	15.64
2434	US BANK CORPORATE CARD	AMAZON	114-6628205-9	PAPER CUPS/DRINKING	100-30-64030 Office Supplies	17.50
2434	US BANK CORPORATE CARD	AMAZON	112-2478183-8	ENGINE TOOL	100-41-62300 Equipment Rental & Maintenance	21.98
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234733	JUN-21; ONLINE DATA STORAG	200-72-64300 IT Maintenance & Subscriptions	22.36
2434	US BANK CORPORATE CARD	AMAZON	111-3531018-0	RCHVN AUTO CELL PHONE HO	200-28-64070 Work Supplies	22.99
2434	US BANK CORPORATE CARD	AMAZON	114-2297381-0	BINDER CLIPS	100-30-64030 Office Supplies	23.89
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	3220208001	JUL-21; ADD'L CALLING MINUTE	100-21940-000 Accrued Expenses-Credit Card	24.01
2434	US BANK CORPORATE CARD	AMAZON	112-1661125-4	OIL FILTERS #25	100-41-63300 Vehicle Repairs & Maintenance	25.88
2434	US BANK CORPORATE CARD	MENARDS RACINE	2774713	DECORATIVE PD ROCK FOR O	100-30-64030 Office Supplies	26.36
2434	US BANK CORPORATE CARD	AMAZON	114-7401602-8	FLASH DRIVES FOR PSS	100-30-64030 Office Supplies	26.49
2434	US BANK CORPORATE CARD	USCC CALL CENTER	0449460041	JUL-21; CELL PHONE USE	200-10-64150 Communication Services	26.87
2434	US BANK CORPORATE CARD	AMAZON	112-4748181-9	COMPRESSED GAS DUSTER	100-60-64030 Office Supplies	27.40
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	B82791	MISC. SUPPLYS BATTERIES, G	100-41-64070 Work Supplies	27.87
2434	US BANK CORPORATE CARD	FARM & FLEET	2277	2ND TRACTOR TIRE FOR LAWN	100-35-64110 Small Equipment	28.34
2434	US BANK CORPORATE CARD	FARM & FLEET	7575	TRACTOR TIRE FOR LAWN MO	100-35-64110 Small Equipment	28.34
2434	US BANK CORPORATE CARD	AMAZON	112-5206485-7	OIL FILTERS #25	100-41-63300 Vehicle Repairs & Maintenance	28.94
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2265267	EMS SUPPLIES	100-35-64280 Medical Supplies	29.62
2434	US BANK CORPORATE CARD	AMAZON	114-7302163-4	MARKERS FOR PSS	100-30-64030 Office Supplies	29.77
2434	US BANK CORPORATE CARD	ZOOM	INV98788075	VIDEO CONFERENCE SERVICE	100-60-64030 Office Supplies	29.98
2434	US BANK CORPORATE CARD	AMAZON	114-5165427-1	COMPUTER BAG LT LAEHR	100-30-64030 Office Supplies	30.99
2434	US BANK CORPORATE CARD	FASTSIGNS	2108-7725	PUBLIC BUILDING OPENING SI	200-10-64060 Copying & Printing	31.42
2434	US BANK CORPORATE CARD	AMAZON	114-7164193-2	COLOR FILE FOLDERS FOR PS	100-30-64030 Office Supplies	31.50

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2434	US BANK CORPORATE CARD	AMAZON	351899107520	BANKER BOXES	100-32-64030 Office Supplies	33.98
2434	US BANK CORPORATE CARD	RITTERTECH	a17376-001	HYDRALIC FITTINGS	100-41-63300 Vehicle Repairs & Maintenance	34.04
2434	US BANK CORPORATE CARD	JOURNAL TIMES	60000022 0630	VOC ORD 2021-01	100-11-64010 Notifications/Publications	36.01
2434	US BANK CORPORATE CARD	BUY VPC	122941	2 - ADOBE ACROBAT PRO 1 MO	100-90-64310 IT Contracted Services	36.60
2434	US BANK CORPORATE CARD	AMAZON	113-7286992-0	LAPTOP STAND FOR BANE	100-13-64030 Office Supplies	38.27
2434	US BANK CORPORATE CARD	QUILL CORP	17672267	HIGHLIGHTER,MARKER,NOTEP	100-30-64030 Office Supplies	38.96
2434	US BANK CORPORATE CARD	TARGET	106506323389	RCHVN CLIENT INFO FOLDERS	200-28-64030 Office Supplies	39.38
2434	US BANK CORPORATE CARD	BADGER DIESEL	2931	LOCK FITTING FOR TRACTOR #	100-41-63300 Vehicle Repairs & Maintenance	40.00
2434	US BANK CORPORATE CARD	DEPT OF SAFETY & PROF SER	WISCOM03467	2021-JAMES KEEKER CRED. R	100-40-51320 Memberships/Dues	40.00
2434	US BANK CORPORATE CARD	AMAZON	112-1406028-0	MESH HANGING SHELVES	100-40-64030 Office Supplies	41.98
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234750	JUN-21; TREND MICRO LICENS	200-72-64300 IT Maintenance & Subscriptions	42.00
2434	US BANK CORPORATE CARD	AMAZON	112-7499420-5	TAIL LIGHTS 2	100-41-63300 Vehicle Repairs & Maintenance	42.89
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	63585	2 ROLLS OF FABRIC	222-00-64250 Equipment Repairs & Maintenan	46.35
2434	US BANK CORPORATE CARD	NFPA	814723a	BOOK FOR OFC KAFURA	100-30-51300 Education/Training/Conferences	47.50
2434	US BANK CORPORATE CARD	USCC CALL CENTER	0449460041	JUL-21; CELL PHONE USE	200-29-64150 Communication Services	49.61
2434	US BANK CORPORATE CARD	ACUITY SCHEDULING	25768264	JUL-21; CLINIC SOFTWARE SU	200-10-64300 IT Maintenance & Subscriptions	50.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	72114	OFF STREET PARKING PUBLIC	100-11-64010 Notifications/Publications	56.38
2434	US BANK CORPORATE CARD	JOURNAL TIMES	60000022 0630	LAND USE AMENDMENT ERIE S	100-60-64060 Copying & Printing	57.99
2434	US BANK CORPORATE CARD	JOURNAL TIMES	60000022 0630	LAND USE AMENDMENT - 6.5 M	100-23163-044 Rose Inv/Hribar, Steve	57.99
2434	US BANK CORPORATE CARD	AMAZON	112690197217	Q10 TOOLS REPLACE HANDLE	100-35-63300 Vehicle Repairs & Maintenance	58.86
2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	10101245	FOOD FOR K9 LOUIE	250-30-64192 Police K9	59.31
2434	US BANK CORPORATE CARD	BATTERY WAREHOUSE DIREC	106041	BATTERIES FOR SCBA'S	100-35-64110 Small Equipment	60.27
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL'21; INTERNET SERVIC	200-72-64300 IT Maintenance & Subscriptions	60.60
2434	US BANK CORPORATE CARD	RACINE ZOOLOGICAL SOCIETY	CLIENT INCEN	RCHVN CLIENT INCENTIVE-GS	200-28-64191 Client Related Expenses	62.50
2434	US BANK CORPORATE CARD	RACINE ZOOLOGICAL SOCIETY	CLIENT INCEN	RCHVN CLIENT INCENTIVE-ZO	200-28-64191 Client Related Expenses	62.50
2434	US BANK CORPORATE CARD	LANGUAGE LINE SERVICES	10264102	JUN-21; TRANSLATION SERVIC	200-10-61000 Professional Services	63.77
2434	US BANK CORPORATE CARD	CALEDONIA FEED & SUPPLY	55526	3 BAGS OF FRETILIZER	100-41-64090 Road Maintenance Materials	65.25
2434	US BANK CORPORATE CARD	FARM & FLEET	1345	WEED KILLER	100-41-64090 Road Maintenance Materials	66.45
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234652	JUN-21; MONTHLY IT MANAGED	200-29-64300 IT Maintenance & Subscriptions	72.32
2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-20210	JUNE 2021 TRANSUNION MONT	100-30-62100 Contracted Services	75.00
2434	US BANK CORPORATE CARD	AMAZON	112-1332490-5	WHITEBOARD/MARKERS/BATT	100-40-64070 Work Supplies	75.68
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL'21; INTERNET SERVIC	200-29-64300 IT Maintenance & Subscriptions	75.75
2434	US BANK CORPORATE CARD	USCC CALL CENTER	0449460041	JUL-21; CELL PHONE USE	200-50-64150 Communication Services	77.41
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	3046430001	JUN-JUL 21; VOIP PHONE SERV	200-29-64150 Communication Services	77.65
2434	US BANK CORPORATE CARD	MID STATE EQUIPMENT	V45376	MISC. TRACTOR PARTS	100-41-63300 Vehicle Repairs & Maintenance	81.20
2434	US BANK CORPORATE CARD	RITTERTECH	a22758-001	MISC. HYDRAULIC FITTINGS	100-41-63300 Vehicle Repairs & Maintenance	82.07
2434	US BANK CORPORATE CARD	NAPOLI REST.	BHS COVID C	BHS COVID CLINIC SUPPLIES	200-10-64070 Work Supplies	85.19
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234652	JUN-21; MONTHLY IT MANAGED	200-10-64300 IT Maintenance & Subscriptions	86.80
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL'21; INTERNET SERVIC	200-10-64300 IT Maintenance & Subscriptions	90.90
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC046958	.74 TON COLD PATCH	100-41-64090 Road Maintenance Materials	91.76
2434	US BANK CORPORATE CARD	CONSERV FS INC.	60009372	WEED KILLER	100-41-64090 Road Maintenance Materials	92.50

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	AMAZON	111-0253155-6	2 SSD CARDS	100-30-64030 Office Supplies	99.74
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC046998	0.81 TONS COLD PATCH	100-41-64090 Road Maintenance Materials	100.44
2434	US BANK CORPORATE CARD	HENRY SCHEIN	95753346	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	104.09
2434	US BANK CORPORATE CARD	AMAZON	111-3531018-0	RCHVN CLIENT FILE FOLDERS	200-28-64030 Office Supplies	107.56
2434	US BANK CORPORATE CARD	RITTERTECH	a15354-001	MISC. HYDRAULIC FITTINGS	100-41-63300 Vehicle Repairs & Maintenance	113.01
2434	US BANK CORPORATE CARD	USCC CALL CENTER	0449460041	JUL-21; CELL PHONE USE	200-27-64150 Communication Services	115.45
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234652	JUN-21; MONTHLY IT MANAGED	200-27-64300 IT Maintenance & Subscriptions	115.71
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234652	JUN-21; MONTHLY IT MANAGED	200-50-64300 IT Maintenance & Subscriptions	115.71
2434	US BANK CORPORATE CARD	SUPPLYHC	9727920	KWY K / V L.S. BOOSTER PUMP	501-00-64240 Building Repairs & Maintenance	119.62
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC047079	.96 TON COLD PATCH	100-41-64090 Road Maintenance Materials	120.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	74279	VOC BOR NOTICE	100-11-64010 Notifications/Publications	120.67
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL'21; INTERNET SERVIC	200-27-64300 IT Maintenance & Subscriptions	121.20
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL'21; INTERNET SERVIC	200-50-64300 IT Maintenance & Subscriptions	121.20
2434	US BANK CORPORATE CARD	ACH - JAMES IMAGING	3046430001	JUN-JUL 21; VOIP PHONE SERV	200-27-64150 Communication Services	124.24
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	3046430001	JUN-JUL 21; VOIP PHONE SERV	200-50-64150 Communication Services	124.24
2434	US BANK CORPORATE CARD	USCC CALL CENTER	0449460041	JUL-21; CELL PHONE USE	200-28-64150 Communication Services	128.03
2434	US BANK CORPORATE CARD	AMAZON	114-9621785-8	RUBBER BANDS/USB	100-30-64030 Office Supplies	130.05
2434	US BANK CORPORATE CARD	KONICA MINOLTA	274204028 900	JUL-21; C368 COPIER COUNTS	200-28-64060 Copying & Printing	140.81
2434	US BANK CORPORATE CARD	BUFFER PUBLISH PRO	89D75F89-000	2021-2022 SOFTWARE RENEW	200-10-64300 IT Maintenance & Subscriptions	144.00
2434	US BANK CORPORATE CARD	SHRED-IT USA	9445238002	JUL-21; SHREDDING SERVICE	200-10-61000 Professional Services	145.77
2434	US BANK CORPORATE CARD	PB LEASING	3313805118	APR-JUL 21; POSTAGE MACHIN	200-10-62300 Equipment Rental & Maintenance	147.84
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234652	JUN-21; MONTHLY IT MANAGED	200-20-64300 IT Maintenance & Subscriptions	173.57
2434	US BANK CORPORATE CARD	KONICA MINOLTA	9007897270	C368 ADMIN COPIER; FINAL CO	200-27-64060 Copying & Printing	174.06
2434	US BANK CORPORATE CARD	KONICA MINOLTA	9007897270	C368 ADMIN COPIER; FINAL CO	200-10-64060 Copying & Printing	174.07
2434	US BANK CORPORATE CARD	HI-LINE, INC	10871865	MISC. CLAMPS AND FUSES	100-41-63300 Vehicle Repairs & Maintenance	179.59
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL'21; INTERNET SERVIC	200-20-64300 IT Maintenance & Subscriptions	181.80
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	3046430001	JUN-JUL 21; VOIP PHONE SERV	200-20-64150 Communication Services	186.36
2434	US BANK CORPORATE CARD	PAYPAL	2021-CONF13	CRIME PREVENTION CONF.DC	100-30-51300 Education/Training/Conferences	195.00
2434	US BANK CORPORATE CARD	USCC CALL CENTER	0449460041	JUL-21; CELL PHONE USE	200-72-64150 Communication Services	195.93
2434	US BANK CORPORATE CARD	SP*TACKFORM	45459	TABLET HOLDER FOR NEW ME	400-35-65040 Equipment-Vehicles	203.97
2434	US BANK CORPORATE CARD	EPIC SPORTS	5560461	SOFTBALLS FOR BALL LEAGUE	221-00-64070 Work Supplies	216.40
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2269320	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	221.17
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	63583	9 YDS TOPSOIL	100-41-64090 Road Maintenance Materials	222.48
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	63689	9YARDS BLACK DIRT	100-41-64090 Road Maintenance Materials	222.48
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	62453	VC-PARKS -10 ROLLS OF FABRI	221-00-62700 Grounds Services	231.75
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2265872	EMS SUPPLIES	100-35-64280 Medical Supplies	240.80
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234652	JUN-21; MONTHLY IT MANAGED	200-28-64300 IT Maintenance & Subscriptions	245.89
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	3046430001	JUN-JUL 21; VOIP PHONE SERV	200-10-64150 Communication Services	248.48
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	711154201062	JUN-JUL'21; INTERNET SERVIC	200-28-64300 IT Maintenance & Subscriptions	257.55
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2267603	EMS SUPPLIES	100-35-64280 Medical Supplies	258.93
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	PSIN957836	DOMINICAN L.S. SCADA CABLE	501-00-61000 Professional Services	261.71

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	3046430001	JUN-JUL 21; VOIP PHONE SERV	200-28-64150 Communication Services	264.01
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC047025	4.08 TON HOT MIX	100-41-64090 Road Maintenance Materials	269.08
2434	US BANK CORPORATE CARD	UNIFIRST CORPORATION	0961187072	COVERALLS AND RAGS FOR J	100-41-64070 Work Supplies	293.76
2434	US BANK CORPORATE CARD	TDS METROCOM	07/01/2021	COMMUNICATION SERVICES	500-00-64150 Communication Services	331.62
2434	US BANK CORPORATE CARD	TDS METROCOM	07/01/2021	COMMUNICATION SERVICES	501-00-64150 Communication Services	331.63
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234491	JUN-21; CT OFFICE 365 SUBSC	200-72-64300 IT Maintenance & Subscriptions	370.00
2434	US BANK CORPORATE CARD	AT & T	414R05002106	COMMUNICATION SERVICES	100-43-64150 Communication Services	395.02
2434	US BANK CORPORATE CARD	CCB TECHNOLOGY	234652	JUN-21; MONTHLY IT MANAGED	200-72-64300 IT Maintenance & Subscriptions	405.00
2434	US BANK CORPORATE CARD	USCC CALL CENTER	0449460041	JUL-21; CELL PHONE USE	200-28-64150 Communication Services	427.48
2434	US BANK CORPORATE CARD	JOURNAL TIMES	72492	LIQUOR LICENSE APPLICATION	100-11-64010 Notifications/Publications	444.16
2434	US BANK CORPORATE CARD	RAY HINTZ INC.	62454	VC-PARKS - 20 ROLLS FABRIC	221-00-62700 Grounds Services	463.50
2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	326144	MISC.PARTS AND TOOLS (JUNE	100-41-63300 Vehicle Repairs & Maintenance	480.24
2434	US BANK CORPORATE CARD	MATC	002529171	ERIKA WAEGE-PLMB CODE CL	100-40-51300 Education & Training	490.90
2434	US BANK CORPORATE CARD	CERTIFIED LABORATORIES	7391695	120# GREASE	100-41-63200 Fuel, Oil, Fluids	564.00
2434	US BANK CORPORATE CARD	MICHAELS STORES	51573	FRAMING FOR CHIEFS PAST	100-30-64030 Office Supplies	578.85
2434	US BANK CORPORATE CARD	RING CENTRAL INC.	3046430001	JUN-JUL 21; VOIP PHONE SERV	200-72-64150 Communication Services	590.14
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501070	COMMUNICATION SERVICES	100-43-64150 Communication Services	622.68
2434	US BANK CORPORATE CARD	HENRY SCHEIN	95614310	EMS SUPPLIES	100-35-64280 Medical Supplies	703.60
2434	US BANK CORPORATE CARD	MONTAGE ENTERPRISES, INC	88716	TRACTOR FOOT GUARD #27	100-41-63300 Vehicle Repairs & Maintenance	708.14
2434	US BANK CORPORATE CARD	AT & T	331900083520	COMMUNICATION SERVICES	100-43-64150 Communication Services	751.43
2434	US BANK CORPORATE CARD	ARAMARK	860112340063	JUNE 2021 UNIFORMS	100-35-62100 Contracted Services	792.80
2434	US BANK CORPORATE CARD	WWW.SUPERBRIGHTLEDS.CO	1626975129-0	7CT 6PK FLARES	100-30-64070 Work Supplies	803.91
2434	US BANK CORPORATE CARD	EAGLE MEDIA, INC	00132720,0013	JOB SHIRTS THAT WERE DAMA	100-35-64070 Work Supplies	807.87
2434	US BANK CORPORATE CARD	SHRM LEARNING SYSTEM	SHRM169267	SHRM TRAINING MATERIALS	100-13-51300 Education/Training/Conferences	923.13
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	331900083520	COMMUNICATION SERVICES	100-35-64150 Telephone	1,012.80
2434	US BANK CORPORATE CARD	HENRY SCHEIN	94892275	EMS SUPPLIES	100-35-64280 Medical Supplies	1,368.44
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	202106	BACKGROUND CHECKS	100-11-61000 Professional Services	1,372.00
2434	US BANK CORPORATE CARD	MLAIC TRAINING	11632	LEAD TRAINING-JL	200-23-51300 Education/Training/Conferences	1,425.00
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	331900083520	COMMUNICATION SERVICES	100-30-64150 Communication Services	1,502.87
2434	US BANK CORPORATE CARD	LABREPCO INC.	0138169-IN	COVID-19 LAB GRADE REFRIG/	200-72-64070 Work Supplies	5,653.48
Total US BANK CORPORATE CARD:						35,072.06
Grand Totals:						35,072.06

		Incident:					
Incident Report Number:		Between: Date - Time		And/At: Date-Time			
Incident Location:							
Name (Last, First, Middle)		DOB:		Race/Sex			
Address: (Address, City, State, Zip)				Phone 1			
Employer				Phone 2			
Employer Address				Work Phone #			
Name (Last, First, Middle)		DOB:		Race/Sex			
Address: (Address, City, State, Zip)				Phone 1			
Employer				Phone 2			
Employer Address				Work Phone #			
<p>SUMMARY</p> <p>On Wednesday, July 28, 2021, I, Det Zoltak conducted a kennel inspection at 13046 Four Mile Rd. Upon arrival I met with the owner, Joy Peter, who showed me the kennel's and dogs that he had on the property. I observed three German Shepard Dogs located in three separate wire kennels. All dogs had space to walk, turn, and lay down within the kennel. All of the kennels had a roof, and a roll up siding that could be moved up and down to provide more protection from the elements if need be. Each dog had a separate water bowl and food bowl, which were clean. The floor inside the kennels were also free of urine or feces. All of the dogs appeared to be well fed and taken care of. It should be noted there have been numerous animal complaints at this residence in the past for farm animals being loose and complaints of the dogs welfare. All of these complaints have been addressed. This residence passes inspection. Det Zoltak #9800</p>							
Vehicle Information: (Year, Make, Model, Style, Color)							
License Number:	State:	Expiration Year:	Vin:	Insurance Company:			
Other Vehicle Information:						NCIC#	
Reporting Officer(s):				Report Date:			
Time Received:	Time Cleared:	Unit(s) Assigned:		Pages:		1 Of 3	
Reviewed by:			Copy To				

Date:

Incident Report Number:

Continuation

Incident Report Number

Incident Location:

Incident Date:

NAMES

Owner

Peter, Joy A/M-52 of 13046 FOUR MILE RD;CA, FRANKSVILLE,WI,53126

DOB: 05/31/1969

HT: 509 WT: 230 Hair: Black

Eyes: Brown

Phone 2:(847) 668-5192

=====

NARRATIVE

On Wednesday, July 28, 2021, I, Det Zoltak conducted a kennel inspection at 13046 Four Mile Rd. This property is approximately 8.332 acres according to the Racine County GIS Map. **Observations of Property** Upon arrival I met with the owner, Joy Peter, who showed me the kennel's and dogs that he had on the property. I observed three German Shepard Dogs located in three separate wire kennels. These kennels were all in a elevated position that were several feet off the ground. The bottom of the kennels were comprised of a wood material to prevent water pooling and the dogs from being directly on the ground. All dogs had space to walk, turn, and lay down within the kennel. All of the kennels had a roof, and a roll up siding that could be moved up and down to provide more protection from the elements if need be. Each dog had a separate water bowl and food bowl, which were clean. The floor inside the kennels were also free of urine or feces. All of the dogs appeared to be well fed and taken care of. In terms of area for a, "Dog Run," Peter has a large fenced off property that these dogs would be able to roam freely when released from their kennels. **Previous Complaints** It should be noted there have been numerous animal complaints at this residence in the past for farm animals being loose and complaints of the dogs welfare. I looked back at the calls from the last year and complied them for this report. Each of the following is a list of the call numbers and a summary for each call: 20-20487: Animal Mistreatment: Officers did not observe any dogs being mistreated 21-9106: Animal Mistreatment: Officers did not observe any dogs or animals being mistreated. 21-9244: Animal Complaint: Dogs were relocated to their current kennels and the issues were addressed. 21-9417: Animal Complaint: Related to 21-9244, complaint was addressed and the dogs were relocated to current kennels 21-9484: Animal Mistreatment: Officer did not observe any animals being mistreated. Related to 21-9244. 21-9488: Animal Complaint: Directly related to 21-9484, complaint unfounded. 21-11943: Animal Complaint: Peter was cited for this goats getting through the fence It should be noted that almost all of these complaints have been either unfounded or have been addressed. It should also be noted that the recent uptick in calls have all been a direct result from someone posting a social media post on a website called www.nextdoor.com, where they complained on the social media platform that the dogs were being mistreated. This caused an uproar on social

Reporting Officer(s):

Pages:

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Continuation

Incident Report Number

Incident Location:

Incident Date:

media where people were threatening to, "Protest," and there had been made mention that people would go onto Peter's property and remove the dogs themselves. I myself had to field several phone calls with concerned citizens advising them that were had been handling the complaints and the legalities and limitations of what we can do. **Conclusion** Overall there have been several complaints over the last year and a half, however, all have been addressed appropriately and responsively. Based on my observations from the kennel inspection the dogs are taken care of, and have proper food, water, and shelter from the elements, and this kennel passes inspection. Det Zoltak #9800

DRAFT

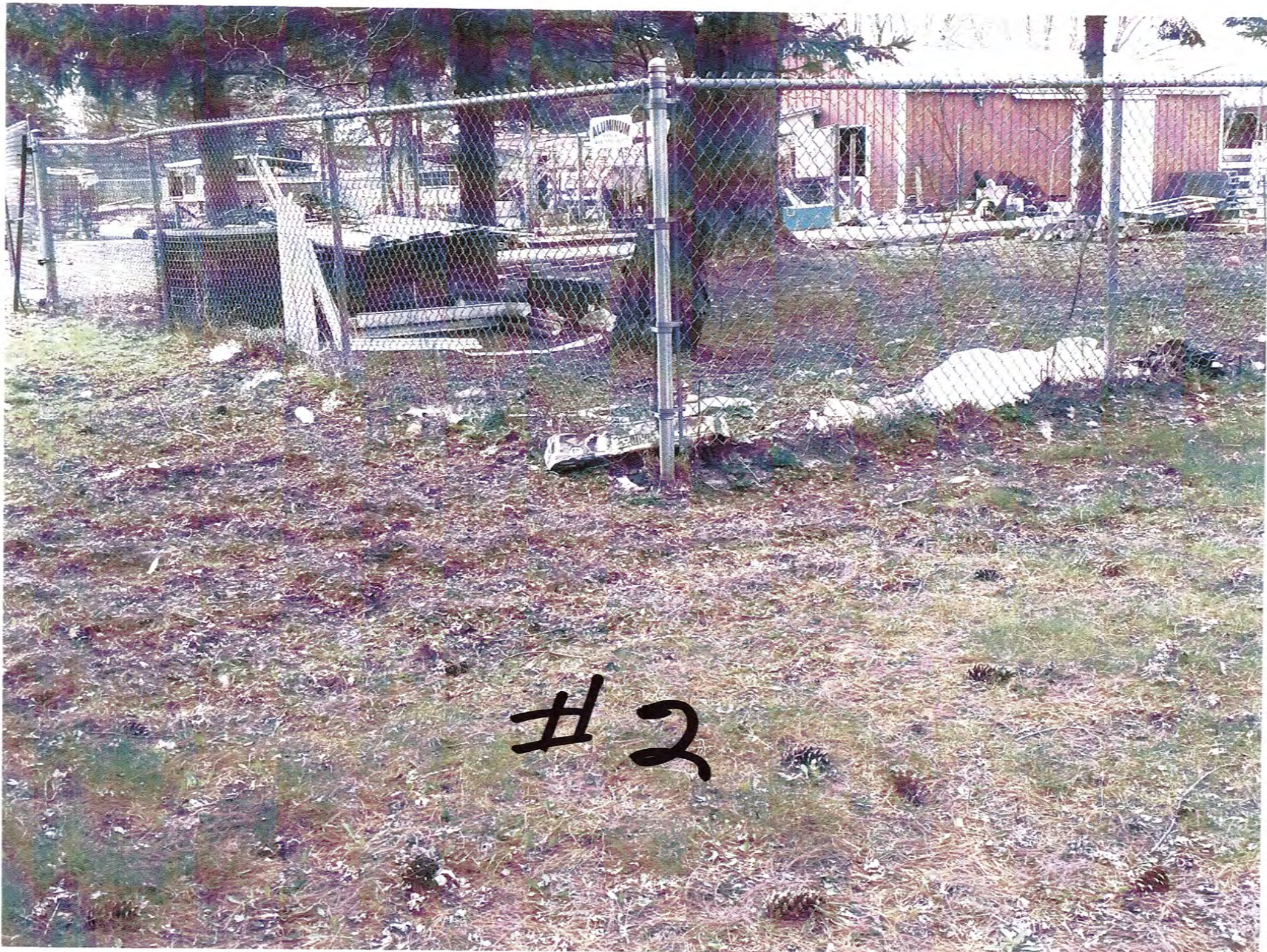
Reporting Officer(s):

Pages:

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#1



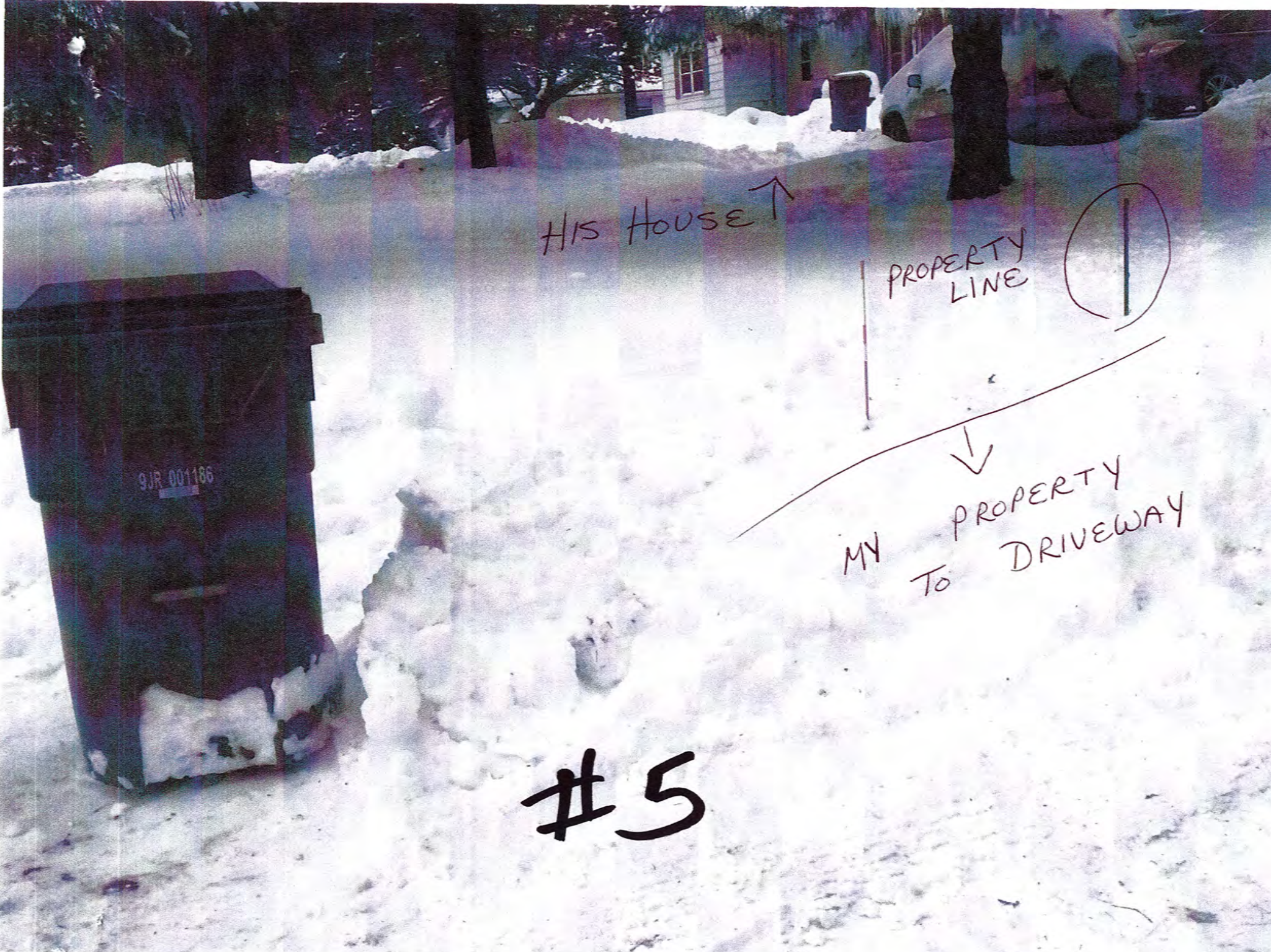
#2



#3



#4



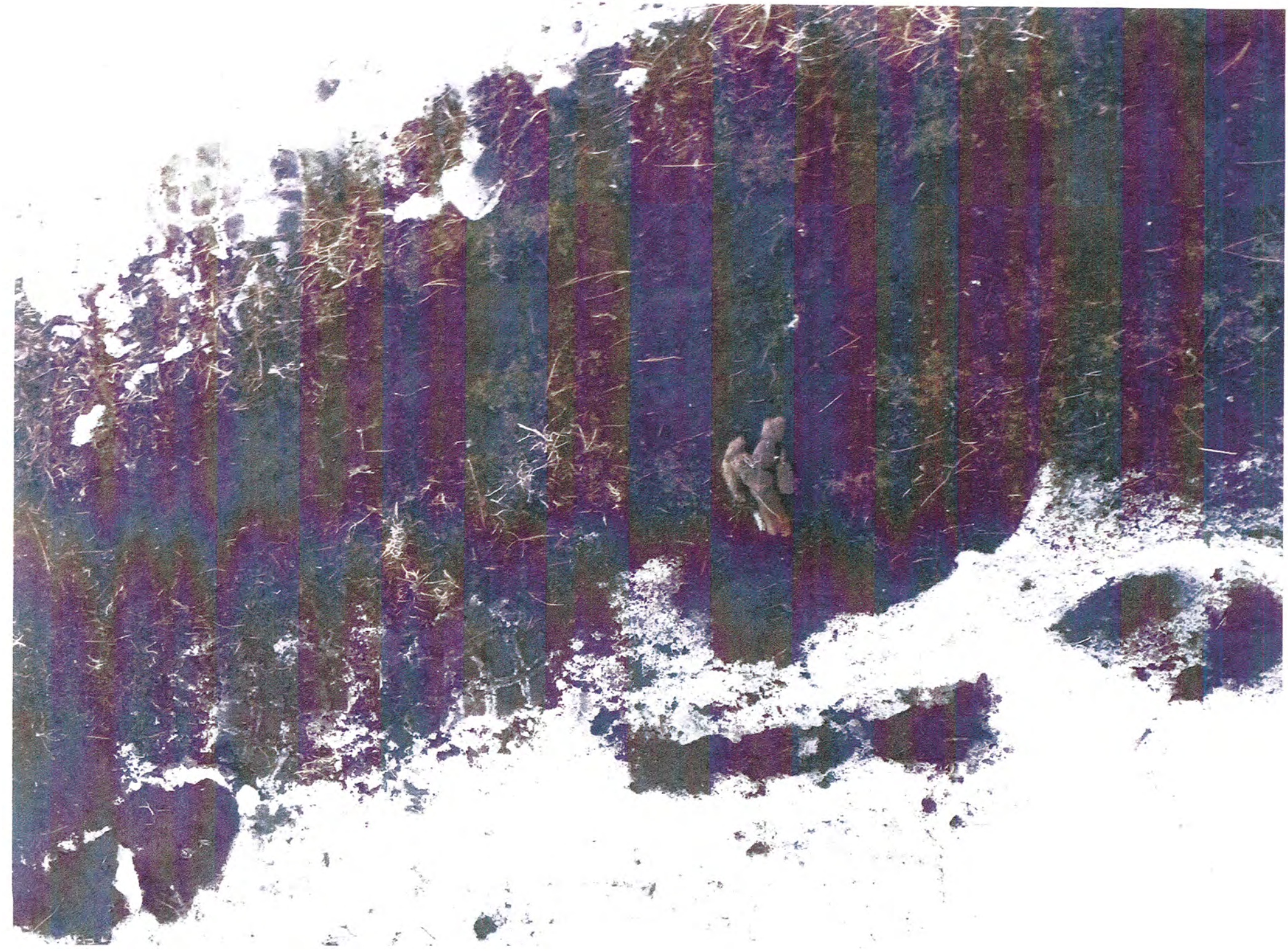
HIS HOUSE ↑

PROPERTY LINE

MY PROPERTY TO DRIVEWAY

#5

9JR 001186

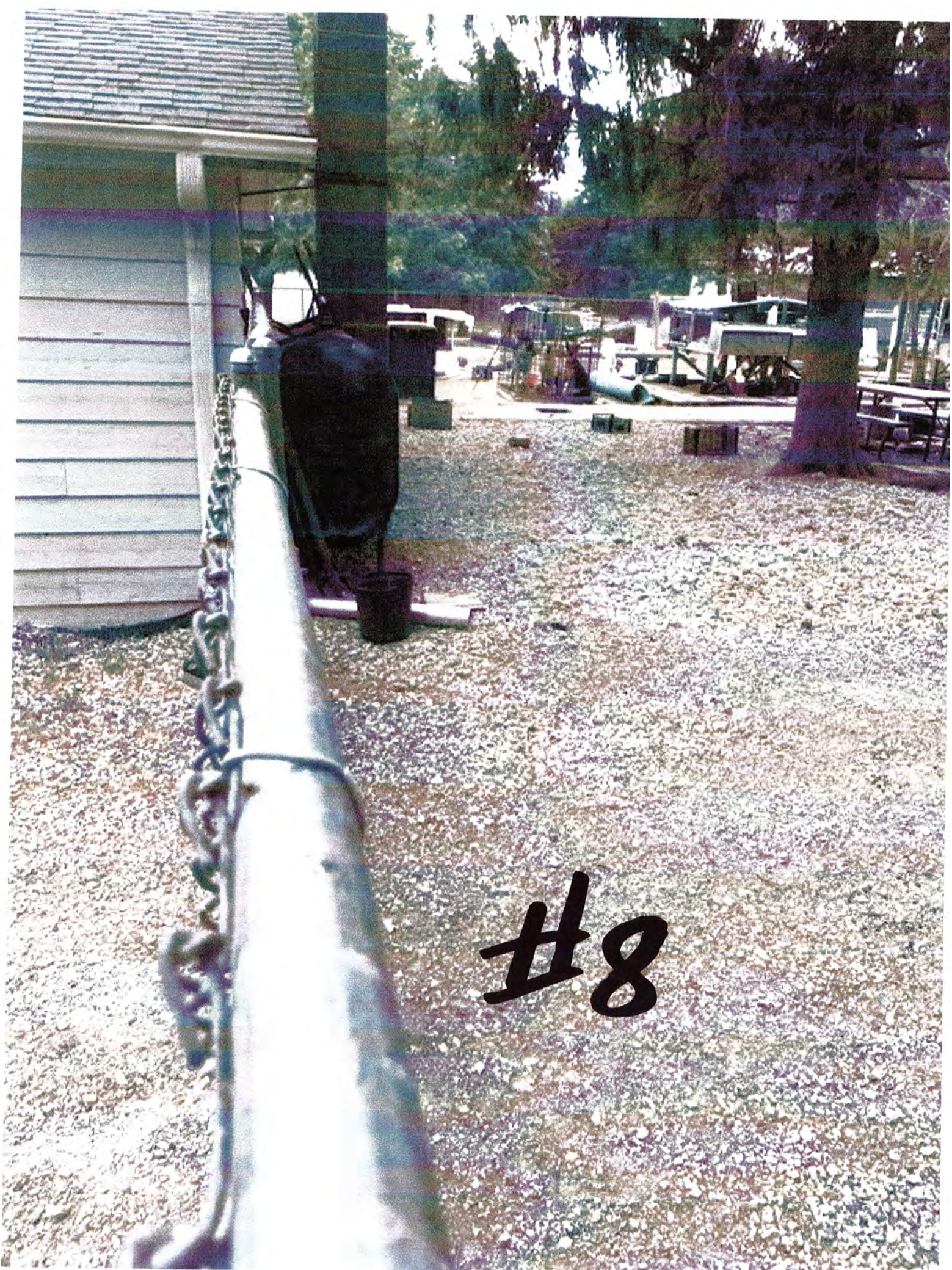




#6

Hot weather....Poor dogs. So the temperature is above 90....the dew point is above 60 and the neighbors have 3 German Shepherds stuffed in one of those wire kennels like they sell at farm and fleet maybe 4x6?.....I feel soooo sorry for those dogs.....They are in there ALL the time....what a life for them...but now it is sooo hot out also.....My heart just breaks

#7



#8

Village

Village of Caledonia
Fence Permit

Permit #: 2019-F-74

Date Granted: 9/10/2019

Name : J Peter Group
Address: 13046 4 Mile Road; Franksville, WI 53126
Phone: 847-668-5192

Contractor: Self

Address:

Phone:

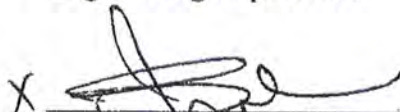
Engineering Department: Approval Denial

Comments: Installation of new fencing approved according to the plan shown on the attached Property Division Map. Any fencing in the front yard may be no taller than 4 feet, and may only be of the post and rail style fencing. The front yard is the area of the property which starts at the foundation of the front side of the dwelling. Side and rear yard fence may be up to 6 feet tall. The Zoning Department has approved the use of wooden snow fencing for the rear and side yards due to the Agricultural zoning of the property. New fences are not allowed in any easement. The locations of the proposed fences are not in any easements. It is the responsibility of the owner to contact ~~Diggers Hotline~~ before commencing any work on the project. Do not access the lot with equipment or vehicles in any other area except the existing driveway. Maintain the drainage of the lot at all times and ensure that natural drainage is not disrupted. Maintain existing swales on the property. ~~The good side of the fence must face the outside of the property. It is the owner's responsibility to ensure that the fence is installed within the boundaries of this property. The Village is not responsible for any property line disputes.~~ If there are any questions about where the property lines are, the Village recommends that the owner have the property surveyed and monumented. The fence may be installed only in the locations shown on the attached fence plan. If additional sections of fence are desired, contact the Engineering Department for an amended fence permit (Can amend permits within one year of issuance). The proposed fence must not exceed 6' in height and fence posts are not to exceed 6' 6" in height or 6" above the fence if fence is less than 6' in height. Owner/Contractor must sign wavier for underground and overhead wires. Any deviation from the above conditions voids this permit and also may result in possible citations.

Reason for Denial: None



Engineering Department



Owner/Owners/Applicant



#9



10



Caledonia Police Department (CAPD)

Incident Report

Incident: Animal Complaint - All Other/Nuisance			
Incident Report Number: 20-006363	Between: Date - Time	And/At: Date-Time 7/5/19	00:00

Incident Location: 13010 Four Mile Rd, Franksville, WI, 53126
--

CFS Code-1: 9010A	CFS Code-2:	CFS Code-3:	CFS Code-4:
CFS Code-5:	CFS Code-6:	CFS Code-7:	CFS Code-8:

COM	Name (Last, First, Middle) Daines, Darlene	DOB 02/08/1950	Race/Sex W/F
-----	---	-------------------	-----------------

Address (Address, City, State, Zip) 13010 Four Mile Rd, Franksville, WI, 53126	Home Phone Number (262) 939-9983
---	-------------------------------------

Employer	Work Phone Number (262) 835-2406
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Employer Address	Cell Phone Number
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Name (Last, First, Middle)	DOB:	Race/Sex
----------------------------	------	----------

Address (Address, City, State, Zip)	Home Phone Number
-------------------------------------	-------------------

Employer	Work Phone Number
----------	-------------------

Employer Address	Cell Phone Number
------------------	-------------------

SUMMARY

Municipal Citation
 Peter Joy
 M/A 05/31/1969
 1x Animal At Large
 1x Nuisances Affecting Peace and Safety
 See Report
 Ofc Zoltak #9800

Vehicle Information (Year, Make, Model, Style, Color)

License Number	State	Expiration Year	Vin	Insurance Company
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Other Vehicle Information	NCIC#
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Reporting Officer(s) Zoltak, Chad M.	Payroll Number:	Payroll Number:	Report Date: 04/19/2020
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Time Received:	Time Cleared: 17:32:40	Unit(s) Assigned: 216, 217	1 Of 3
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Reviewed by Mueller, Robert P.	Payroll Number 6210	Copy To
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04/19/2020

9010A

20-006363

Caledonia Police Department (CAPD)**Continuation**

Incident Report Number

20-006363

Incident Location:

13010 Four Mile Rd, Franksville, WI, 53126

Incident Date:

04/19/2020

NAMES**Owner**

Joy, Peter A/M-50 of 2400 E College Ave, Cudahy, WI, 53110

DOB: 05/31/1969

HT: 509 WT: 215 Hair: Brown

Eyes: Brown

Phone 1: (847) 668-5192

Ticket Issued

Joy, Peter A/M-50 of 2400 E College Ave, Cudahy, WI, 53110

DOB: 05/31/1969

HT: 509 WT: 215 Hair: Brown

Eyes: Brown

Phone 1: (847) 668-5192

Law Enforcement Personnel

Zoltak CAPD, Chad OFFICER U/M of 6900 Nicholson Rd, PD, Caledonia, WI, 53108

Phone 1: (262) 835-4423

NARRATIVE

On Sunday, April 19, 2020, I Ofc Zoltak, was in full duty uniform operating marked Caledonia squad 217 in the Village of Caledonia. I was dispatched to 13010 Four Mile Rd for an animal at large complaint. Darlene Daines stated that her neighbor, Peter Joy, had his goats out and they were in her yard again.

Upon arrival all of the animals were contained. I spoke with Daines who showed me photographs that she took in her back yard. There were well over a dozen goats that had gone into her field, and Joy was on his ATV trying to round them up. Daines then emailed me the two pictures. It should be noted in the last year we have taken multiple complaints regarding Joy's animals coming onto Daines property. Joy has also been cited twice already for animals at large, see 19-17038 and 19-13449.

I went over by Joy's property and spoke with him about what had happened. He stated he let a couple of the goats out into the back field to feed, however, one

Reporting Officer(s):

Zoltak, Chad M.

Payroll Number:

9800

Pages

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Caledonia Police Department (CAPD)**Continuation**

Incident Report Number

20-006363

Incident Location:

13010 Four Mile Rd, Franksville, WI, 53126

Incident Date:

04/19/2020

of his dogs spooked several of them and they all ran onto Daines property. He then retrieved his ATV and was able to herd them back into the pen. It should be noted Joy does already have a fenced off area where the goats could feed, however, he let them into an area where there is no fencing. Joy explained he is in the process of trying to put up additional fencing but it is taking awhile.

While I was there I observed multiple goats and chickens in an additional neighbors yard. Joy told me he could not control the chickens and the goats and he is not trying to have them get loose on purpose. I tried to explain to him that it was still his responsibility to control them and keep them penned in but Joy did not seem to understand the concept.

Due to Joy having multiple complaints and multiple citations already, I cited Joy again for animal at large, and public nuisances affecting public peace. I issued and explained both citations to Joy.

Ofc Zoltak #9800

Reporting Officer(s)

Zoltak, Chad M.

Payroll Number:

9800

Pages

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Caledonia Police Department (CAPD)

Incident Report

Incident: **Animal Complaint - All Other/Nuisance**

Incident Report Number: **19-013449** Between: Date - Time: And/At: Date-Time: **8/10/19** **18:38**

Incident Location: **13010 4 Mile Rd, Franksville, WI, 53126**

CFS Code-1 9010A	CFS Code-2	CFS Code-3	CFS Code-4
CFS Code-5	CFS Code-6	CFS Code-7	CFS Code-8

COM	Name (Last, First, Middle) Daines, Darlene	DOB: 02/08/1950	Race/Sex W/F
Address: (Address, City, State, Zip) 13010 Four Mile Rd;CA, Franksville, WI, 53126			Home Phone Number (262) 835-2406
Employer			Work Phone Number (262) 835-2406
Employer Address			Cell Phone Number (262) 939-9983
	Name (Last, First, Middle)	DOB:	Race/Sex
Address: (Address, City, State, Zip)			Home Phone Number
Employer			Work Phone Number
Employer Address			Cell Phone Number

SUMMARY

Citation Issued

Joy Peter M/A 05/31/1969
1x Animal at Large

Vehicle Information (Year, Make, Model, Style, Color)			
License Number:	State	Expiration Year	Vin: Insurance Company
Other Vehicle information:			NCIC#
Reporting Officer(s): Gorney, Matthew J.		Payroll Number	Payroll Number: Report Date: 08/10/2019
Time Received:	Time Cleared: 20:18:20	Unit(s) Assigned: 217	1 Of 3
Reviewed by: Larsen, Gary A.		Payroll Number: 5150	Copy To

Date: 08/10/2019
 CFS Code-1: 9010A
 Incident Report Number: 19-013449

Caledonia Police Department (CAPD)**Continuation**

Incident Report Number

19-013449

Incident Location

13010 4 Mile Rd, Franksville, WI, 53126

Incident Date

08/10/2019

NAMES**Owner**

Peter, Joy A/M-50 of 13046 Four Mile Rd, Franksville, WI, 53126
DOB: 05/31/1969
HT: 509 WT: 225 Hair: Black
Eyes: Brown
Work Phone: (847) 668-5192

Ticket Issued

Peter, Joy A/M-50 of 13046 Four Mile Rd, Franksville, WI, 53126
DOB: 05/31/1969
HT: 509 WT: 225 Hair: Black
Eyes: Brown
Work Phone: (847) 668-5192

Law Enforcement Personnel

Gorney CAPD, Matthew OFFICER U/M of 6900 Nicholson Rd, PD,
Caledonia, WI, 53108
Work Phone: (262) 835-4423

NARRATIVE

On August 10, 2019, at 7:36 p.m., I, Officer Gorney, was in full duty uniform and in marked patrol squad 217. I was dispatched to 13010 Four Mile Road for a complaint that the neighbor's goats were in her yard. Reference 19-12504 for a previous call where the neighbor was warned.

Upon arrival I spoke with Darlene Daines, she stated that the neighbors at 13046 Four Mile (next door) do not contain their animals and they come into her yard damaging her plants. She stated today the goats were in her yard and the neighbors came and got them out a short time later. She said these goats make her fearful to go outside and she does not want to be a prisoner in her own house. She said she is tired of no one doing anything about these animals and is going to contact the DA'S office.

I advised her the first step is usually a warning which was done already and now future violations will be citations. I advised her that they would be receiving a citation today for animal at large. This did not satisfy her and she wanted them charged with Trespassing for when they came on her property. I explained to her

Reporting Officer(s)

Gorney, Matthew J.

Payroll Number

3450

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Caledonia Police Department (CAPD)**Continuation**

Incident Report Number

19-013449

Incident Location

13010 4 Mile Rd, Franksville, WI, 53126

Incident Date

08/10/2019

that they had only entered her property to get the animals off because she did not want them on the property. I advised her they would not be charged with Trespassing. She was not satisfied with this response and wanted to know how future incidents would be handled. I advised her more citations would be issued based on new incidents. She wanted more done.

I went to 13046 Four Mile Road and spoke with property owner Joy Peter. He explained that the goat's did get out today on accident but he rounded them up right away. He said he is working on better securing the fences on his property. He was aware that he had previously received a warning. I issued and explained for Animal at Large 11-6-3(J).

Nothing further to report.

Gorney 3450

Reporting Officer(s)

Gorney, Matthew J.

Payroll Number:

3450

Pages

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Caledonia Police Department (CAPD)

Incident Report

Incident: **Animal Complaint - All Other/Nuisance**

Incident Report Number: **19-017038** Between: Date - Time: And/At: Date-Time: **10/10/19** **11:26**

Incident Location: **13010 Four Mile Rd, Franksville, WI, 53126**

CFS Code-1: **9010A** CFS Code-2: CFS Code-3: CFS Code-4:

CFS Code-5: CFS Code-6: CFS Code-7: CFS Code-8:

Name (Last, First, Middle)	DOB:	Race/Sex
Address: (Address, City, State, Zip)		Home Phone Number
Employer	Work Phone Number	
Employer Address	Cell Phone Number	
Name (Last, First, Middle)	DOB:	Race/Sex
Address: (Address, City, State, Zip)		Home Phone Number
Employer	Work Phone Number	
Employer Address	Cell Phone Number	

SUMMARY

Ordinance Violation:
 Joy Peter (M/U) 05/31/1969
 1. Animal at Large
 2. Injury to Property By Animal

Vehicle Information: (Year, Make, Model, Style, Color)

License Number	State	Expiration Year	Vin:	Insurance Company
Other Vehicle information:				NCIC#
Reporting Officer(s): Kerr, Branden J.		Payroll Number:	Payroll Number:	Report Date: 10/12/2019
Time Received:	Time Cleared: 13:10:41	Unit(s) Assigned: 211	1 Of 3	
Reviewed by: Mueller, Robert P.		Payroll Number: 6210	Copy To:	

Date: 10/12/2019
 CFS Code-1: 9010A
 Incident Report Number: 19-017038

Caledonia Police Department (CAPD)

Continuation

Incident Report Number 19-017038	Incident Location 13010 Four Mile Rd, Franksville, WI, 53126	Incident Date 10/10/2019
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OTHER NAMES

Daines, Darlene W/F-69 of 13010 Four Mile Rd;CA
 Franksville, WI, 53126
 DOB: 02/08/1950
 HT: 504 WT: 155 Hair: Brown
 Eyes: Hazel
 Phone 1: (262) 835-2406 Phone 2: (262) 939-9983

PROPERTY LIST

Seq#	Reason	Make/Model	Description/Serial#	Quan/Value
19-001015	1 DAM		Plants and bushes	10.000 \$150.00

NARRATIVE

On 10/10/2019 I, Officer Branden J. Kerr, was on uniformed patrol in marked squad 211 (arbitrator recorder equipped). At approximately 1202 hours I was dispatched to 13010 Four Mile Road for a report of an animal at large. The complainant, Darlene DAINES, reported that her neighbor's (Joy PETER) goats had been on her property eating her plants again. On my way to the call I checked the premise history for this complaint and found that officers had been to that address multiple times in the months prior to this call (Case #19-9354, #19-12504, #19-13449). PETER had been given warnings from multiple officer and was most recently issued a citation for Animal at Large by Officer Gorney.

I arrived and spoke to DAINES. She showed me cell phone pictures she had taken that day of the goats on her property eating her plants. I asked her the total cost of the plants the goats had eaten and she estimated approximately \$150 dollars. She said that she is afraid to leave the fenced portion of her yard when the goats are on her property because she afraid of the big black goat and its large horns. She said she had never given PETER permission to allow his animals on her property or for them to feed on her plants.

Along the west side of DAINES' property there was a large section of fence missing and at the front of PETER's property the front gat was left open while I was there. Both of those could have been egress points for PETER's animals onto DAINES' property. I attempted to speak with PETER at his residence but was informed he was at work (BP gas station at US 41 #7952). I went there and spoke

Reporting Officer(s): Kerr, Branden J.	Payroll Number : 4700	Pages 2 Of 3
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Caledonia Police Department (CAPD)**Continuation**Incident Report Number
19-017038Incident Location
13010 Four Mile Rd, Franksville, WI, 53126Incident Date:
10/10/2019

with PETER was aware there were issues with his goats getting loose. He believed they had been jumping over the fence he had erected. He was issued citations for Animal at Large and Injury to Property By Animal.

Arbitrator recordings from this incident are available and were uploaded to the server.

Nothing further to report.
Officer Branden J. Kerr
4700

Reporting Officer(s)
Kerr, Branden J.Payroll Number:
4700Pages:
3 Of 3



Call Detail Report

Report Date: 08/04/21 13:52

19-009354 13046 Four Mile Rd;CA Animal At Large (ANMAL1)

Reported : 06/06/19 12:23	Reported Location: 13046 Four Mile Rd;CA
Priority : 1	Units 210 - 7105 - Radke, Cory J
Case# :	214 - 7770 - Schenk, Martin A III
Stacked : 06/06/19 12:25	
Dispatched : 06/06/19 12:26	
Arrived : 06/06/19 12:36	
Finished : 06/06/19 12:59	
Disposition : Warning Issued	
Warning Issued	

Notes

Date	Unit	Notes	PF
06/06/2019 13:09:16	206	MV	8950
06/06/2019 12:59:46		Prime Unit Changed to - 214 CFS from -> CIVTRO1 to ANMAL1 Pri from -> 3 to 4	
06/06/2019 12:58:02		Loc changed from {13010 Four Mile Rd;CA} to {13046 Four Mile Rd;CA}	7770
06/06/2019 12:50:14	214	Names Added : Peter, Joy;	7770
06/06/2019 12:36:13		Update reviewed by dispatcher- Chess, Amy M.	
06/06/2019 12:34:13	214	17 CALLED BACK TO ADVISE THE GOATS ARE GONE BUT STILL WANTS TO BE SEEN. SHE THOUGHT THE OFFICER HAD TO PHYSICALLY SEE THE GOATS IN HER YARD, BUT WAS ADVISED THAT WASN'T THE CASE IF SHE WAS MAKING A REPORT ABOUT IT	7168
06/06/2019 12:28:07		Dispatched: 214	7770
06/06/2019 12:26:39		Dispatched: 210	CC10086
06/06/2019 12:25:34		Names Added : Daines Darlene	CC10394
06/06/2019 12:23:25		Nieghbors goats are in 17s yard eating pants and wandering in her back yard poss 7 goats unk if neighbors are home	CC10394

Names

Activity	Name	DOB	Address	Phone#
Mentioned	Peter Joy	05/31/1969	13046 FOUR MILE RD;CA FRANKSVILLE, WI 53126	O:(847) 668-5192
Complainant	Daines, Darlene	02/08/1950	13010 Four Mile Rd Franksville, WI 53126	C:(262) 939-9983

Unit History

Unit	Unit Time	Activity	Officer	Dispatcher	Disposition
214	06/06/19 12:59:46	FI	7770		Warning Issued
214	06/06/19 12:36:09	AR	7770		
214	06/06/19 12:28:24	AC	7770	7770	
214	06/06/19 12:28:07	DI	7770	7770	
210	06/06/19 12:27:10	RU	7105		
210	06/06/19 12:26:39	DI	7105		



Call Detail Report

Report Date: 08/04/21 13:52

Summary

I was dispatched to 13010 4 Mile Road for a report of several goats running onto the complainants property. Upon arrival I spoke with the owner of the goats, Joy Peter, who caught them. I looked at the property, and observed that Joy has safe guards in to keep the goats contained, but he advised a door was left open, likely by one of his children. I looked at the goats and they appeared to be very healthy, and well kept. I spoke with the complainant, who advised that no damage was done to her property.

V/W was given for animal at large.

Schenk #7770

Vehicle

Activity	Plate	Make	Model	Serial	NCIC#	Insurance	Owner
Plate Check	APETER	LEXS		JTJBK1B A3F2481 158			



Call Detail Report Chronological Order

Report Date:08/04/21 13:48

21-004755 13010 Four Mile Rd;CA Animal Complaint (ANMCOM1)

Reported : 03/18/21 12:37 Reported Location: 13010 Four Mile Rd;CA
Priority : 3
Case# : **Units** 206 - 7898 - Sides, Robert
Stacked : 03/18/21 12:38 218 - 0905 - Baird, David H
Dispatched : 03/18/21 12:39
Arrived : 03/18/21 12:50
Finished : 03/18/21 13:15
Disposition : Ticket Issued

Notes

Date	Unit	Notes	PF
03/18/2021 12:37:50		8 goats in the 17's yard belong to her neighbors	9258
03/18/2021 12:38:25		PF# 9258 , notified with address flag	9258
03/18/2021 12:39:02		17 said they are huge and she cant leave her house to get her mail. they may have been issued cites in the past	9258
03/18/2021 12:39:20		CFS from -> CIVTRO1 to ANMCOM1 Pri from -> 2 to 3	8707
03/18/2021 12:39:52		Dispatched: 218	8707
03/18/2021 12:40:50		Neg covid	9258
03/18/2021 12:40:51		Names Added: Daines, Darlene	9258
03/18/2021 12:40:51		Names Added : Daines Darlene	9258
03/18/2021 12:41:58	218	Poss owner joey peter	8707
03/18/2021 12:43:12	218	Peter joy 847-668-5192 poss owner	8707
03/18/2021 12:46:46		Prime Unit Changed to - 206	8707
03/18/2021 12:47:19	218	OWNER CALLED INTO DISPATCHED AND ADVISED NOT IN THE AREA BUT WILL GET A HOLD SOMEONE AT THE ADDRESS TO HELP WRANGLE SOME GOATS	CC10227
03/18/2021 12:48:19	206	New Names Added : Joy, Peter, Male, Asian, DOB:05/31/1969; Owner	7898
03/18/2021 12:48:39		Call PreEmpt Unit#218	8707
03/18/2021 12:52:34		Update reviewed by dispatcher- Merten, Krysten E	
03/18/2021 13:09:10	206	New Names Added : Peter, Asha Joy, Female, Asian, DOB:05/13/1968; Owner Names Updated : Joy, Peter;	7898
03/18/2021 13:09:10		PF# 7898 reviewed address flag for address- 13406 Four Mile Rd;CA	7898
03/26/2021 07:28:28		Reason: Units On Assignment:206;	9241
03/26/2021 07:50:02	206	CITATION MAILED	7898

Names

Activity	Name	DOB	Address	Phone#
Complainant	Daines, Darlene	02/08/1950	13010 Four Mile Rd Franksville, WI 53126	C:(262) 939-9983
Mentioned	Peter, Asha Joy	05/13/1968	13406 Four Mile Rd Franksville, WI 53126	C:(847) 668-4009
Owner	Peter, Asha Joy	05/13/1968	13406 Four Mile Rd Franksville, WI 53126	C:(847) 668-4009
Owner	Joy, Peter	05/31/1969	13046 FOUR MILE RD;CA FRANKSVILLE, WI 53216	:(847) 668-5192
Ticket Issued	Joy, Peter	05/31/1969	13046 FOUR MILE RD;CA FRANKSVILLE, WI 53216	:(847) 668-5192



Call Detail Report Chronological Order

Report Date:08/04/21 13:48

Unit History

Unit	Unit Time	Activity	Officer	Dispatcher	Disposition
218	03/18/21 12:39:52	DI	0905		
218	03/18/21 12:39:59	AC	0905	0905	
206	03/18/21 12:41:35	DI	7898		
206	03/18/21 12:41:47	AC	7898	7898	
218	03/18/21 12:48:39	PU	0905		
206	03/18/21 12:50:21	AR	7898		
206	03/18/21 13:15:33	FI	7898	7898	Ticket Issued
206	03/26/21 07:28:28	OA	7898		
206	03/26/21 07:28:28	DI	7898		
206	03/26/21 07:28:28	OS	7898		
206	03/26/21 07:30:05	NC	7898		
206	03/26/21 07:30:34	NC	7898		
206	03/26/21 07:50:32	FI	7898	7898	Ticket Issued

Summary

I RESPONDED FOR A REPORT OF GOATS IN THE YARD OF 13010 FOUR MILE RD. WHILE RESPONDING TO THE ADDRESS THE OWNER OF THE GOATS WAS CONTACTED BY DISPATCH. PETER JOY STATED THAT HE WOULD SEND OUT FAMILY TO ASSIST IN GATHERING THE ANIMALS.

UPON ARRIVAL I MADE CONTACT WITH ASHA PETER WHO HAD JUST EXITED THE HOUSE. I OBSERVED THE LARGE GATE OPEN AND ANIMALS STILL INSIDE THE UNSECURED AREA. I THEN WENT TO SPEAK WITH THE COMPLAINANT DARLENE DAINES WHO STATED THAT 10 MINUTES AGO SHE HAD GOATS ON HER FRONT STEPS AND YARD. DAINES SAID THAT THIS IS AN ONGOING ISSUE WITH JOY'S ANIMALS. DAINES THEN SHOWED ME PHOTOS WHICH CLEARLY SHOWED THE SHEEP ON HER FRONT PORCH. DAINES WOULD LIKE CITATIONS ISSUED AGAIN IN HOPES THAT JOY WOULD DO A BETTER JOB SECURING HIS ANIMALS.

I THEN SPOKE WITH ASHA PETER AND ADVISED HER THAT A CITATION WOULD BE MAILED FOR LIVESTOCK AT LARGE AS SOON AS TRACS WAS WORKING.

NOTHING FURTHER,
R. SIDES



Call Detail Report Chronological Order

Report Date:08/04/21 13:46

21-011666 13010 Four Mile Rd;CA Animal Complaint (ANMCOM1)

Reported : 07/17/21 13:26 Reported Location: 13010 Four Mile Rd;CA
Priority : 3
Case# : **Units** 209 - 9415 - Barry, Miles A
Stacked : 07/17/21 13:27 214 - 3300 - Gelden, Andrew R
Dispatched : 07/17/21 13:28
Arrived : 07/17/21 13:42
Finished : 07/17/21 14:26
Disposition : Ticket Issued

Notes

Date	Unit	Notes	PF
07/17/2021 13:26:28		17 says neighbors goat and chickens eating her plants and are in her yard right now- neighbors address is 13046	8707
07/17/2021 13:27:41		Names Added : Daines Darlene	8707
07/17/2021 13:27:41		PF# 8707 , notified with address flag	8707
07/17/2021 13:28:45		Dispatched: 214	6411
07/17/2021 13:58:41	209	New Names Added : Peter, Joy, Male, Asian, DOB:05/31/1969; Suspect	9415
07/17/2021 14:22:49		Plate Added : JPETER	
07/17/2021 14:26:37		Plate Added : JPETER	

Names

Activity	Name	DOB	Address	Phone#
Complainant	Daines Darlene	12/08/1950	13010 Four Mile Rd Franksville, WI 53126	W:(262) 835-2406
Citation	Peter Joy	05/31/1969	13046 FOUR MILE RD;CA FRANKSVILLE, WI 53126	O:(847) 668-5192
Suspect	Peter Joy	05/31/1969	13046 FOUR MILE RD;CA FRANKSVILLE, WI 53126	O:(847) 668-5192

Unit History

Unit	Unit Time	Activity	Officer	Dispatcher	Disposition
214	07/17/21 13:28:45	DI	3300		
214	07/17/21 13:32:16	AC	3300	3300	
209	07/17/21 13:32:35	DI	9415		
209	07/17/21 13:32:43	AC	9415	9415	
214	07/17/21 13:42:55	OS	3300		
209	07/17/21 13:42:58	OS	9415		
209	07/17/21 13:55:39	NC	9415		
209	07/17/21 13:56:19	NC	9415		
209	07/17/21 13:56:55	NC	9415		
209	07/17/21 13:57:30	NC	9415		
209	07/17/21 13:58:04	NC	9415		
209	07/17/21 14:08:45	FI	9415		No Rep't To Follow
214	07/17/21 14:26:43	FI	3300	3300	Ticket Issued



Call Detail Report Chronological Order

Report Date:08/04/21 13:46

Summary

On 7-17-21, I Officer Gelden wearing full uniform and operating marked Caledonia squad 214 responded to 13010 for an animal at large complaint.

Upon arrival, I spoke with Daines who stated that Joy Peter's chickens were on her property. While I was speaking with her, I observed approximately 6-10 chickens walking around on Daines property. She stated this is a daily occurrence and that they have also been digging holes on her property. When she pointed out the holes she mentioned, I was unable to determine what had caused them and they looked very old. Daines also stated that Peter's animals had eaten her hostas.

I was able to round up the chickens and guide them back to Peter's yard. I made contact with Peter over the phone and informed him of the citation for animals at large. I also informed him where the holes in his fence were where the animals had been escaping from. Peter stated he will be fixing the holes in the fence.

BWC activated.
Nothing further
Officer Gelden 3300

Vehicle

Activity	Plate	Make	Model	Serial	NCIC#	Insurance	Owner
Plate Check	JPETER			4JGDF7C E1EA311 417			



Call Detail Report Chronological Order

Report Date:08/04/21 13:46

21-011943 13046 Four Mile Rd;CA Animal Complaint (ANMCOM1)

Reported : 07/22/21 14:23 **Reported Location:** 13046 Four Mile Rd;CA
Priority : 3
Case# : **Units** 217 - 3450 - Gorney, Matthew J
Stacked : 07/22/21 14:24
Dispatched : 07/22/21 14:25
Arrived : 07/22/21 14:46
Finished : 07/30/21 18:41
Disposition : No Rep't To Follow

Notes

Date	Unit	Notes	PF
07/22/2021 14:23:03		17 SAYS HER NEIGHBORS GOATS ARE ON HER PROPERTY AGAIN	9254
07/22/2021 14:24:11		Names Added : Daines Darlene	9254
07/22/2021 14:24:11		PF# 9254 , notified with address flag	9254
07/22/2021 14:25:03		Dispatched: 217	CC9645
07/22/2021 14:49:00		Loc changed from {13010 Four Mile Rd;CA} to {13046 Four Mile Rd;CA}	3450
07/22/2021 14:50:34	217	New Names Added : Joy, Peter Ross, Male, White, DOB:03/11/1955; Owner	3450
07/22/2021 14:57:12	217	New Names Added : Peter, Joy, Male, Asian, DOB:05/31/1969; Owner Names Updated : Joy, Peter Ross;	3450
07/30/2021 18:41:24		Call Restacked.	CC10751
07/30/2021 18:41:24		Call Re-Stacked. Old - Prime Unit#: 217 Old - Disposition: TIC	CC10751
07/30/2021 18:41:46		NOR = NO REP'T TO FOLLOW .	CC10751

Names

Activity	Name	DOB	Address	Phone#
Complainant	Daines, Darlene	02/08/1950	13010 Four Mile Rd Franksville, WI 53126	C:(262) 939-9983
Mentioned	Joy, Peter Ross	03/11/1955	13046 Four Mile Rd Franksville, WI 53126	
Not Applicable	Joy, Peter Ross	03/11/1955	13046 Four Mile Rd Franksville, WI 53126	
Citation	Peter Joy	05/31/1969	13046 FOUR MILE RD;CA FRANKSVILLE, WI 53126	O:(847) 668-5192
Owner	Peter Joy	05/31/1969	13046 FOUR MILE RD;CA FRANKSVILLE, WI 53126	O:(847) 668-5192
Ticket Issued	Peter Joy	05/31/1969	13046 FOUR MILE RD;CA FRANKSVILLE, WI 53126	O:(847) 668-5192

Unit History

Unit	Unit Time	Activity	Officer	Dispatcher	Disposition
217	07/22/21 14:25:03	DI	3450		
217	07/22/21 14:39:16	AC	3450	3450	
217	07/22/21 14:46:58	OS	3450		
217	07/22/21 14:53:21	NC	3450		
217	07/22/21 14:56:32	NC	3450		
217	07/22/21 15:17:16	FI	3450	3450	Ticket Issued



Call Detail Report Chronological Order

Report Date:08/04/21 13:46

Summary

Upon arrival, I observed about six goats in the neighbors yard to the East of this address. I issued a citation for Animal at Large 11-6-3(J) to Joy Peter who I know to be the owner of the goats from numerous animal complaints at this residence. I made contact at the house with Joy's wife. I assisted her in getting the goats back into the fenced in yard. The citation was left with Joy's wife.

17 Darlene then flagged me down and wanted to know what was being done. I advised her a citation was issued and the goats were back in the yard. She was not satisfied with this result and wanted further action taken. She demanded the complaint number and one was provided.

Audio and video is available from my body worn camera.

Gorney 3450



Taken out
of my front
window to my
front porch


on
7/22/2021











printed to show on previous
picture where septic tank
rock covering is by my
house.











LEGISLATIVE/LICENSING COMMITTEE MEETING

CALEDONIA VILLAGE HALL

5043 CHESTER LANE, RACINE, WI 53402

Monday, August 9, 2021

1. Call to Order

Trustee Wanggaard called the meeting to order at 4:00 p.m. In attendance were:

Committee Members: Trustee Wanggaard and President Dobbs (sat in for Trustee Stillman)

Absent: Trustee Stillman was excused

Staff/Others Present: Village Clerk Joslyn Hoeffert

2. Approval of minutes

President Dobbs motioned to approve the minutes as printed from July 12, 2021. Trustee Wanggaard seconded. Motion carried unanimously.

3. Public Hearing Items

A. Kennel License Application, Joy Peters, 13046 4 Mile Road, Franksville, WI 53126

All proper applications and payment were submitted to the Clerk's office on July 13th, 2021. The humane officer approved the location with a pass rating, and it is recommended by the Clerk's office that this application be approved. An additional memo from the Humane Officer will be included for the next Village Board Meeting.

Darlene Daines, 13010 4 Mile Road, is opposed to this Kennel License. Daines provided the committee with a packet of information as to why she is opposed to this license. She had multiple concerns regarding the safety of the dogs and the housing in which they are staying in.

Daines states that she cannot walk down her driveway due to the dogs charging at her. She feels unsafe and threatened.

She states that according to the ordinance that the grounds should be clean, and felt they are not. She alleges that they leave food out on the property which draws in rodents and other critters.

Daines states that she has an issue with how they treat the animals on the property, and she does not feel that it is right.

Mark Gracyalny, 13140 4 Mile Road, states that the goats on the property do get loose a lot. He is concerned with animals getting on the highway and causing issues. He said that he is not opposed to this license but states that there are issues with this property.

Trustee Wanggaard asked Mr. Peter about the control of his property. He asked Mr. Peter why the animals are getting out and Mr. Peter stated that it is an issue with the fencing and the nature of the animals.

Mr. Peters understands that this kennel license can be suspended or inspected at any time. Trustee Wanggaard asked Mr. Peter if he would give permission for the other Board Members or Village staff to inspect his property, and Mr. Peter stated that this would be okay.

The Public Hearing has concluded, and there will be no more public hearing comments. This will be forwarded to the Village Board and any potential comments will be made during Citizen Comment with a two-minute limit.

Motion by President Dobbs to forward to the Board with no action taken asking the Board to revisit this after consultation with the Officer who visited this site and the Village Attorney to see what latitude we would have based on all the facts that were presented. Seconded by Trustee Wanggaard. Motion carried unanimously.

4. Adjournment

There being no further business, Motion by President Dobbs to adjourn the meeting at 4:42 p.m. Trustee Wanggaard seconded. Motion carried unanimously.

Respectfully submitted, Megan O'Brien
Deputy Village Clerk

RESOLUTION NO. 2021-89

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±22,538 SQUARE FOOT DISTRIBUTION FACILITY DEBACK LANE, LOT 1 OF CSM 3437, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; LINDSEY PEARSON, APPLICANT, WISPARK LLC, OWNER

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

WHEREAS, Lindsey Pearson, Applicant, has requested a approval of a site, building, and operations plan to construct and utilize a ±22,538 square-foot commercial building at DeBack Lane, Lot 1 of CSM 3437, Parcel ID No. 104-04-22-30-015-210, 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 and is a permitted use in the M-3 zoning district.
2. The proposed use will not adversely affect the surrounding property values.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested 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 August, 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A: Conditions of Approval
Parcel ID No. 104-04-22-30-015-210
Badger Liquor
Deback Lane

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. **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.
3. **Plans.** The proposed operation shall be located, constructed, and utilized in accordance with the revised plans and documents received by the Village Planning Office on July 12, 2021.
4. **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.
5. **Stormwater.** The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District regarding stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.
6. **Fire Department Approval.** Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
7. **Parking.** Parking at the site must be in compliance with the submitted plans. All employee and visitor parking must be conducted in the proposed parking lot as outlined on the submitted site plan. Each parking space shall be a minimum of 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. The driveway and all parking areas must be maintained in a hard-surfaced, dust-free condition.
8. **Landscaping.** Landscaping at the site must be in compliance with the submitted Landscaping Plan received on July 26, 2021. The Village may require a letter of credit or bond to be posted to ensure implementation and maintenance. Landscaping shall comply with Title 16. The landscaping plan shall follow the Village of Caledonia planting requirements. Landscaping shall be maintained in a living condition and any landscaping that dies or is otherwise removed shall be immediately replaced.
9. **Lighting.** The lighting plan must be in compliance with the submitted lighting plan July 12, 2021. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway. Following installation, owner shall contact Village for an inspection to ensure that lighting was properly installed.
10. **Signage.** No signs are being proposed as part of the review. Prior to installation of any signs, a sign permit will be required prior to installation and meet all sign regulations in Title 16. Banners, balloons, flashing or animated signs are prohibited.

11. **Rooftop Mechanicals.** All rooftop mechanicals must be screened.
12. **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.
13. **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.
14. **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.
15. **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 development will be required to resubmit their application and go through the conditional use process.
16. **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.
17. **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 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
18. **Reimburse Village Costs.** Applicant shall reimburse to the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
19. **Amendments to Building, Site & Operations Plan.** 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 Village Development Director, may be made at a staff level, if authorized by the Village Development Director.
20. **Caledonia Utility District.** The property owner or designated agent must contact the Caledonia Utility District regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Utility District is required.
21. **Site Plan and Title 16 Review.** The final site plan and site design and architectural details required under Title 16 of the Village's Code of Ordinances shall be reviewed and approved for compliance by the Village Development Director.

22. **Agreement.** You are accepting the conditional use approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Lindsey Pearson, Badger Liquor, WisPark, and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
23. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2021-91

Resolution Authorizing the Village of Caledonia to Enter into An Intergovernmental Agreement Regarding Creation of a Racine County Public Health Division with Racine County

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

WHEREAS, the Village of Caledonia entered into a Intermunicipal Agreement with other Racine County municipalities (“member Municipalities”) for a joint board of health and multiple municipal local health department (hereinafter referred to as the “Central Racine County Board of Health” and the “Central Racine County Health Department) pursuant to Wis. Stat. Sections 66.0301, 251.02(3r) and 251.09 which provide for the establishment of a joint local board of health and multiple municipal local health department to provide health services: and

WHEREAS, the parties would like to dissolve both the Central Racine County Health Department as a multiple municipal local health department and the current Central Racine County Board of Health and transfer jurisdiction for all public health department services provided by Central Racine County Health Department to Racine County;

NOW THEREFORE BE IT RESOLVED that the Village Board Council of the Village of Caledonia hereby authorizes and approves the INTERGOVERNMENTAL AGREEMENT REGARDING CREATION OF A RACINE COUNTY PUBLIC HEALTH DIVISION AND ACCOMPANYING EXHIBITS as set forth more fully in Exhibit A which is attached hereto and incorporated herein and such other non-substantive terms, conditions and final edits as the Corporation Counsel and the Human Services Director deem necessary and appropriate.

BE IT FURTHER RESOLVED 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 this _____ day of August, 2021.

VILLAGE OF CALEDONIA

BY: _____
James R. Dobbs, Village President

ATTEST: _____
Joslyn Hoeffert, Village Clerk

**INTERGOVERNMENTAL AGREEMENT REGARDING
CREATION OF A RACINE COUNTY PUBLIC HEALTH DIVISION**

THIS AGREEMENT is made and entered into by and among Racine County, Wisconsin (“COUNTY”), the Central Racine County Public Health Department (“CRCHD”), the undersigned current member municipalities of the CRCHD (“MEMBER MUNICIPALITIES”), the Village of Elmwood Park and the Village of Wind Point. The COUNTY, CRCHD, MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point are each sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

RECITALS

WHEREAS, the provision of public health services is a matter of both state and local concern;

WHEREAS, Chapter 251 of the Wisconsin Statutes requires counties to establish a county health department¹ and appoint a “Local Health Officer”² to serve all areas of the county that are not served by a city health department that was established prior to January 1, 1994, by a qualifying town or village health department, by a qualifying multiple municipal local health department, or by a qualifying city-city health department;

WHEREAS, a county health department’s jurisdiction and a county’s local health officer’s jurisdiction extends to the entire area represented by the county board. However, a county health department’s jurisdiction does not extend to cities, villages and towns that have local health departments unless the applicable city’s, village’s, or town’s local board of health determines to come under the jurisdiction of the county health department;

WHEREAS, Racine County is one of only a few counties remaining in the State of Wisconsin that has separate full service municipally-funded public health departments³;

WHEREAS, all municipalities in Racine County are currently served by a city health department or a multiple municipal local health department, as contemplated by Chapter 251 of the Wisconsin Statutes. Accordingly, the COUNTY currently has no jurisdiction over and does not operate a county health department;

WHEREAS, in Racine County, public health services are currently provided to municipalities by two health departments: (1) the City of Racine Public Health Department and (2) the Central Racine County Health Department (CRCHD);

¹ State law does not require that counties use the term “local health department.” Wis. Stat. § 251.02(4).

² A “Local Health Officer” means the person appointed to oversee and administer a local health department under Wis. Stat. § 251.06.

³ See Wisconsin Local Public Health Department Listings, <https://www.dhs.wisconsin.gov/lh-depts/contacts/local-health-department-listing.pdf>.

WHEREAS, the City of Racine operates the City of Racine Public Health Department, which provides public health services to the City of Racine, Village of Elmwood Park and Village of Wind Point;

WHEREAS, the CRCHD is currently responsible for providing public health services to the following municipalities: City of Burlington⁴, Town of Burlington, Village of Caledonia, Town of Dover, Village of Mt. Pleasant, Village of North Bay, Town of Norway, Village of Raymond, Village of Rochester, Village of Sturtevant, Village of Union Grove, Town of Waterford, Village of Waterford and Village of Yorkville;

WHEREAS, the mission of the CRCHD is to improve the health of the communities it serves through health promotion, disease prevention, and protection from health and environmental hazards. The CRCHD, a Level III Health Department, monitors health concerns of MEMBER MUNICIPALITIES and aims to prevent health problems before they occur;

WHEREAS, under its current structure as a multi-jurisdictional health department, put in place initially through an Intermunicipal Agreement, which is attached here as Exhibit A, the CRCHD does not have a county structure from which to receive support; see also Exhibit B;

WHEREAS, as a result of the ongoing global pandemic, the CRCHD saw a nearly 1000% increase in its workload over a five-month timeframe, as compared to its workload in 2019. The CRCHD has determined its small number of staff and low levy-funding, which have historically been organizational strengths, have left the CRCHD insufficiently equipped to continue appropriately responding on a long-term basis to the public health needs of the communities it serves;

WHEREAS, on May 21, 2020, the Board of Health for the CRCHD approved a letter to be sent to Racine County Executive Jonathan Delagrave expressing interest in beginning a dialogue regarding the possibility of CRCHD becoming a department of Racine County;

WHEREAS, the COUNTY and the CRCHD have a proven history of effectively integrating resources to best serve residents of MEMBER MUNICIPALITIES. Prior to COVID-19, the COUNTY and the CRCHD collaborated on programs such as home visitation and trauma-informed care. During the pandemic, the COUNTY and the CRCHD have coordinated programs and services such as creation of community testing sites, assistance with contact tracing, procurement of supplies and personal protective equipment, and development of alternate care, isolation and quarantine facilities;

WHEREAS, the PARTIES recognize the infrastructure support, operational management, and other essential support offered by the COUNTY are essential to ensure the longevity and effectiveness of public health services provided to MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point and, accordingly, it is the desire of the PARTIES to memorialize this understanding in a written agreement;

⁴ The CRCHD's service area includes all of the City of Burlington, a small portion of which is located in Walworth County.

WHEREAS, the MEMBER MUNICIPALITIES have each given notice as required pursuant to Wis. Stat. § 251.15 and authorize the transition of such public health services and the execution of this Agreement; see Exhibit E;

WHEREAS, on April 22, 2021, as set forth in Exhibit F, the Village of Elmwood Park sent a letter to the City of Racine Health Department indicating the Village Board of Trustees voted unanimously not to renew its Agreement with the City of Racine for the provision of public health services, which expires on December 31, 2021;

WHEREAS, on June 14, 2021, as set forth in Exhibit F, the Village of Wind Point sent a letter to the City of Racine Health Department indicating the Village Board of Trustees voted not to renew its Agreement with the City of Racine for the provision of public health services, which expires on December 31, 2021;

WHEREAS, this Agreement is intended to facilitate and assist in accomplishing the creation of a Racine County Public Health Division and to define the public health services and the level of such services to be provided by the Racine County Public Health Division to the MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point and is further intended to ensure the continuation of those services beyond the implementation date;

WHEREAS, the delivery of public health department services by a Racine County Public Health Division would be in the public interest and would result in economy and uniformity in the delivery of such services without a reduction in the existing scope or level of services;

WHEREAS, the MEMBER MUNICIPALITIES agree to dissolve the CRCHD as a multiple municipal local health department and transfer some furnishings and fixtures to the COUNTY for use in setting up a full service COUNTY-run office to provide services;

WHEREAS, the MEMBER MUNICIPALITIES, the CRCHD, and the Villages of Elmwood Park and Wind Point agree to make available all records, both hard copy and computerized, for use by the Racine County Public Health Division under such terms and conditions as meet legal current legal standards and are needed by the Racine County Public Health Division to facilitate continued service delivery;

NOW THEREFORE, the PARTIES, in consideration of the mutual promises, agreements, undertakings, and understandings hereinafter set forth an intergovernmental cooperative agreement pursuant to Wis. Stat. § 66.0301 and agree that the MEMBER MUNICIPALITIES shall dissolve the CRCHD and Board of Health and COUNTY shall establish a Racine County Public Health Division to provide full services to the MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point as provided for under Wis. Stat. § 251.02 and further agree as follows:

1. TRANSITION FROM CRCHD SERVICES TO COUNTY SERVICES

The MEMBER MUNICIPALITIES will dissolve the CRCHD as a multiple municipal local health department and the current Board of Health and thus transfer jurisdiction for all public health department services currently provided by the MEMBER MUNICIPALITIES through the

CRCHD to the COUNTY. The Villages of Elmwood Park and Wind Point, having terminated their respective contracts with the City of Racine for the provision of public health services, will also thus transfer jurisdiction for public health services to the COUNTY. The COUNTY will initiate the provision of such services through the creation of a Racine County Public Health Division, with such transition to take place in an orderly and efficient manner and expected to take effect as of January 1, 2022.

2. ESTABLISHMENT OF A RACINE COUNTY PUBLIC HEALTH DIVISION

The COUNTY shall, consistent with the provisions set forth herein and applicable law, establish a Racine County Public Health Division that shall be adequately staffed, equipped, and supplied to provide public health services to residents of MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point and serve as a local health department as set forth in Wis. Stat. § 251.02. The Racine County Public Health Division shall be a division within the Racine County Human Services Department and headed by a Local Health Officer. The COUNTY will maintain the CRCHD's current national accreditation and qualification as a Level III Health Department.

Pursuant to Wis. Stat. § 251.15(3), MEMBER MUNICIPALITIES have given notice of withdrawal from the CRCHD at least one year prior to commencement of the fiscal year at which the withdrawal takes effect. Pursuant to the 2013 Amended Intermunicipal Agreement establishing and governing the CRCHD ("2013 Agreement"), MEMBER MUNICIPALITIES were required to give a two-year written notice before terminating the 2013 Agreement. MEMBER MUNICIPALITIES hereby amend the 2013 Agreement to allow for termination consistent with the notice required under Wis. Stat. § 251.15(3), and further, incorporate and ratify their prior notice of withdrawal from the CRCHD given on or about September of 2020 in full satisfaction of that notice requirement. The Parties anticipate the Racine County Public Health Division will become effective on January 1, 2022. However, until the Racine County Public Health Division becomes effective, the CRCHD will remain in place to provide public health services. Should the effective date be delayed for any reason, the CRCHD's continuation of services shall be negotiated to include the Villages of Elmwood Park and Wind Point.

To effectuate a transition from the CRCHD to a COUNTY-run health division, the PARTIES have identified and commit to the following priorities:

- a. Enhancing fiscal and operational stability in the provision of public health services to MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point;
- b. Creating synergy between the current CRCHD and current Racine County departments by maximizing resources and expertise of both organizations;
- c. In recognition that public health needs cross municipal boundaries, working to further enhance the effectiveness and efficiency in delivery of public health services;
- d. Implementing equitable funding and governing mechanisms for a COUNTY health department, as described herein.

3. GOVERNANCE

A. BOARD OF HEALTH

The MEMBER MUNICIPALITIES will voluntarily dissolve the current Board of Health for the CRCHD effective on the date the Racine County Public Health Division is implemented, anticipated to be January 1, 2022. The COUNTY will ensure that at the date the COUNTY begins providing services and continuing thereafter, a County Board of Health will be operational.

- i. **Composition.** The Racine County Public Health Division shall be governed by a Board of Health (hereinafter “Board”). The composition of the Board members is prescribed in part by Wis. Stat. § 251.03. Consistent with statutory requirements, the Board shall consist of not more than nine members who reflect the diversity of MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point and who have demonstrated an interest or competence in the field of public health or community health. § 251.03(1), Wis. Stats.
- ii. **Membership.** The Board of Health will consist of the following members: five (5) citizens who are not elected officials or employees of Racine County with competence in public health and who reside in Member Municipalities; three (3) Racine County Board Supervisors serving districts with a majority of constituents in MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point; and one (1) medical advisor. The County will make a good faith effort to appoint a registered nurse and a physician and shall strive to maintain continuity in staffing these critical positions. § 251.03(1), Wis. Stats.

Members of the Board of Health will be appointed by the County Executive, subject to confirmation by the County Board of Supervisors. Upon any vacancy, the Health Officer and/or Board of Health will recommend names of potential appointees to the County Executive. The County Executive may choose to appoint current members of the CRCHD Board of Health. Proposed initial appointments, which are subject to formal appointment by the County Executive and confirmation by the County Board, are enumerated in Exhibit H.

- iii. **Objectives.** The Board shall ensure that the Racine County Public Health Division provides all services required by Chapter 251 of the Wisconsin Statutes and DHS 140 of the Wisconsin Administrative Code for a Level III health department. Such services include, but are not limited to, public health nursing services, prevention and control of communicable disease and other diseases, promotion of health and abatement or removal of human health hazards. DHS 140.06.

The Board of Health will provide leadership that fosters local involvement and commitment, emphasizes public health needs, and

advocates for equitable distribution of public health resources. The Board of Health shall make recommendations to the Local Health Officer regarding overall operations. The Board of Health shall comply with any regulations set forth in State Statute and that may be set forth in Racine County's Code of Ordinances and the Board of Health's Bylaws.

iv. *Duties.* Consistent with the requirements of Chapter 251, the Board shall:

1. Ensure the enforcement of state public health statutes and public health rules of the department as per § 251.04(1), Wis. Stats. The Board may contract or subcontract with a public or private entity to provide public health services. Any contractor's staff shall meet the appropriate qualifications for the applicable positions.
2. Ensure that the Division shall at all times meet the standards of a Level I, II or III health department. § 251.04(2), Wis. Stats.
3. Assess public health needs and advocate for the provision of reasonable and necessary public health services. The Board shall develop policy and provide leadership that fosters local involvement and commitment, emphasizes public health needs and advocates for equitable distribution of public health resources and complementary private activities commensurate with public health needs. § 251.04(6), Wis. Stats.
4. Ensure measures are taken to provide an environment in which individuals can be healthy. § 251.04(7), Wis. Stats.
5. Ensure that the Division employs qualified public health professionals, including a public health nurse to conduct general public health nursing programs under the direction of the Board and in cooperation with the Wisconsin department of health services, and may employ one or more sanitarians to conduct environmental programs and other public health programs not specifically designated by statute as functions of the public health nurse. § 251.04(8), Wis. Stats.
6. Serve as the quasi-judicial body for purposes of appeals from orders issued by or actions taken by the Local Health Officer or enforcement action taken under the Food Safety Recreational Licensing Program.
7. Prepare an annual budget of its proposed expenditures for the ensuing fiscal year, and submit same to the County Board for an appropriation. § 251.10, Wis. Stats.

v. *Legislative Powers.*

1. The Board may adopt bylaws, policies and procedures for its own guidance, and for the governance of the Racine County Public Health Division, that it considers necessary to protect and improve

public health. Regulations adopted may be no less stringent than, and may not conflict with, state statutes and rules of the Wisconsin department of health services. § 251.04(3), Wis. Stats.

2. Regulations and orders of the Board shall be published as a class I notice under Ch. 985 of the Wisconsin Statutes and shall take effect immediately after publication. § 251.135, Wis. Stats.

vi. Meetings.

1. The Board shall, at a minimum, meet quarterly as required by Wis. Stat. § 251.04(5).
2. All meetings shall be conducted in compliance with Wisconsin open meetings law. The Chairperson shall be responsible to ensure all meetings are properly noticed.
3. The Racine County Clerk shall provide clerking services, including but not limited to assisting the Chair in the issuance of agendas, taking minutes of all Board meetings and maintaining the official records of the Board.

4. STAFFING OF THE RACINE COUNTY PUBLIC HEALTH DIVISION

- A. *Staffing Levels.* The Racine County Division of Public Health will be part of the Racine County Human Services Department and will be staffed by COUNTY staff consisting of transferred employees from the CRCHD, to include: one (1) Health Officer; one (1) Deputy Health Officer; one (1) Environmental Health Manager; one (1) Community Health Manager; one (1) Public Health Fiscal Manager; one (1) Associate Community Health Manager; one (1) Environmental Health Supervisor; one (1) Community Health Supervisor; two (2) Home Visiting Supervisors; two (2) Public Health Strategists; three (3) Environmental Health Sanitarians; two and one fifth (2.2) Public Health Nurses; six (6) Public Health Nurse Home Visitors; five (5) Public Health Educator Home Visitors; two (2) Public Health Specialists; two (2) Epidemiologists; one (1) 16 hour LTE EMT; Health Technician II; and one (1) Health Technician I to support the operations in MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point. Any new hires made by CRCHD in 2021 and not specifically referenced in the staffing levels set-forth herein are not part of the cost structure currently funded by the MEMBER MUNICIPALITIES and will not be subject to transfer to the COUNTY Health Division unless specifically approved by the COUNTY. Any new 2021 positions that are 100% grant-funded and not enumerated above but which are in the 2022 budget shall be transferred to the COUNTY.
- B. *Staffing Changes.* The County Executive shall report any permanent increase or reductions to the COUNTY Board of Health, However, and notwithstanding the provisions of Section 2 of this Agreement, the level of

staffing may be adjusted periodically, if needed to meet changing service needs or requirements.

- C. *Salary and Benefits.* Transferred Employees shall receive the following consideration as Racine County employees:
- i. COUNTY salaries and benefits will be applied pursuant to the newly established Public Health Salary Schedule, consistent with Transferred Employees' existing pay. It is the intent of the COUNTY that Transferred Employees shall become COUNTY employees on the Implementation Date, anticipated to be January 1, 2022, at pay scale ranges set forth in Exhibit C. Fringe benefits for Transferred Employees shall be adjusted subject to COUNTY's current benefits plan. FMLA, casual days, short and long term disability, life insurance shall begin on the Implementation Date.
 - ii. Current employment status (full-time or part-time) when incorporating Transferred Employees shall be adjusted, subject to COUNTY's benefits plan.
 - iii. COUNTY's group health insurance program participation as appropriate under the applicable pay plan, to take effect on the Implementation Date of January 1, 2022, and there shall be no exclusions for existing illnesses/injuries.
 - iv. Vacation benefits per the COUNTY vacation schedule, based on the Transferred Employee's hire date with the Village of Caledonia and conditions of hire with the MEMBER MUNICIPALITIES., and carry over up to 80 hours of previous unused vacation.
- D. Policy & Procedures. Transferred Employees shall adhere to current COUNTY Human Resources Policies and Procedures.

5. LEVEL OF SERVICES

The COUNTY will provide services to include all public health department services currently provided by the CRCHD to residents of MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point and meet the requirements and service levels of Chapter 251, Wis. Stats. The COUNTY also recognizes and affirms that local community needs vary from area to area and affirms that the Racine County Public Health Division will have flexibility in undertaking specific programs and activities to meet special needs identified in the COUNTY.

The COUNTY will make a good-faith effort to locate the Racine County Public Health Division in an area that is both within its jurisdiction and centrally located for residents of MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point.

The Public Health Division will provide the services as specified in Wis. Stat. § 251.05 and all other relevant State Statutes and Administrative Codes. The Health Officer will administer the Division in accordance with Wis. Stat. § 251.06(3). The Public Health Division will remain

Agents of the State for the Department of Agriculture, Trade and Consumer Protection (DATCP), Department of Safety and Professional Services (DSPS), and Department of Natural Resources (DNR). The Board of Health will be responsible for development and adoption of policies for the Public Health Division. However, the COUNTY maintains final approval for all Public Health Division operations. The COUNTY will support the Public Health Division with processes that ensure the ability to quickly approve necessary grant funds. Over the course of 2021 (and 2022, as needed), the CRCHD and the COUNTY will work together to move operational contracts such as phones, internet, IT services and connectivity.

6. ORDINANCE AMENDMENTS

The MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point agree to repeal or amend their health ordinances enabling the COUNTY to adopt and enforce relevant COUNTY health ordinances. The PARTIES further agree that the COUNTY health ordinances, when adopted, anticipated to be January 1, 2022, shall supersede all public health related ordinances of MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point. The COUNTY shall also collect whatever fees and charges have been approved by the County Board for Racine County Public Health Division inspections, licenses, permits, and services that are generally applicable to residents and businesses throughout Racine County. Fees and charges will go to the Racine County Public Health Division budget.

7. ENFORCEMENT OF ORDINANCES

The COUNTY, through the County Board of Health and Racine County Public Health Division, shall, during the term of this Agreement, unless otherwise precluded by law, enforce valid COUNTY public health related ordinances, including those which require public inspections as a condition of license or permit approval. Furthermore, it is understood that nothing contained herein precludes the COUNTY or its Public Health Division from enacting health regulations or Ordinances as authorized by law.

8. JURISDICTION

The Racine County Public Health Division will serve all residents of MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point pursuant to Wis. Stat. § 251.08. The PARTIES acknowledge that the Racine County Public Health Division, as proposed herein, does not include all municipalities located within the County. Specifically, the City of Racine is not among the MEMBER MUNICIPALITIES and remains part of the City of Racine Public Health Department.

The PARTIES acknowledge that should the City of Racine seek to join a Racine County Public Health Division, the COUNTY would be obligated by statute to provide public health services to that municipality. Pursuant to Wis. Stat. § 251.08, cities, towns and villages having local health departments may by vote of their local boards of health determine to come under the jurisdiction of a county health department.

However, the COUNTY, MEMBER MUNICIPALITIES, the CRCHD, and the Villages of Elmwood Park and Wind Point are the exclusive signatories to this Agreement. To the extent that the COUNTY receives notice at any future date that the City of Racine wishes to join the Racine

County Public Health Division, the COUNTY will evaluate the terms of any such transition based on the circumstances as they exist at that time.

9. FUNDING

Funding of the Racine County Public Health Division shall be under the control of the Racine County Board of Supervisors and shall be part of the annual budget process beginning for calendar year 2022. The MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point acknowledge that the COUNTY tax levy for health services shall include all MEMBER MUNICIPALITY and Village of Elmwood Park and Wind Point property owners effective with the 2021 tax levy, payable in 2022. In 2022, the COUNTY hereby commits to providing the funding, via COUNTY tax levy, to fully implement the service and staffing required to execute the provision of necessary services.

Beginning on the transition date, anticipated to be January 1, 2022, the MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point shall transfer the tax levy for 2021 to the COUNTY to fund the Racine County Public Health Division for 2022. For planning purposes, the COUNTY has calculated a full year levy transfer for 2022 of \$887,218, as set forth in Exhibit G. Any grant funds allocated to the CRCHD for an annual contract in effect from a July-June term or an October-September term will be transferred to the County as of January 1, 2022.

Upon completion of the CRCHD 2021 audit, the CRCHD fund balance as of December 31, 2021 will be transferred to the COUNTY to be placed into a restricted fund to be utilized by the Racine County Public Health Division to make up any potential levy funding shortfalls, both during the transition and into future years until the balance is depleted.

When the COUNTY assumes financial responsibility for the Racine County Public Health Division, it will implement an equitable taxation model. Pursuant to Wis. Stat. § 251.08, no part of any expense incurred under this section by a county health department may be levied against any property within any city, village or town that has a local health department and that has not determined to come under the jurisdiction of the county health department.

The COUNTY will establish Racine County Public Health Division as a special revenue fund that does not lapse into the general revenue fund, provided public health services are not for the entire county.

10. FURNITURE AND EQUIPMENT TO BE TRANSFERRED TO THE COUNTY

The MEMBER MUNICIPALITIES and the CRCHD hereby agree to collaboratively work with the COUNTY to develop a detailed list of medical supplies and office furnishings, equipment, and related fixtures currently utilized by the CRCHD, which may be appropriately transferred for the Racine County Public Health Division or may be surplus following the transition of health-related services. The CRCHD and MEMBER MUNICIPALITIES hereby agree to donate or contribute all surplus items to COUNTY on an “as needed” basis for use by the COUNTY in setting up and operating the new Racine County Public Health Division.

11. PAPER AND COMPUTERIZED RECORDS

As required by the State Division of Public Health, the CRCHD and MEMBER MUNICIPALITIES and the Villages of Elmwood Park and Wind Point will archive and retain (as required by law) all departmental records following the initiation of county-run services, until such documents may be destroyed pursuant to any applicable records retention ordinance or the provision of Wis. Stat. § 19.21. Notwithstanding the foregoing, the CRCHD and Villages of Elmwood Park and Wind Point shall transfer to the COUNTY immunization records and current case files. COUNTY shall have access to all paper and computerized records of the CRCHD and Villages of Elmwood Park and Wind Point which may be needed to facilitate the transition process and may later be needed for the continued provision of public and environmental health services. COUNTY shall follow the applicable confidentiality requirements regarding the records of any service recipients which may come under COUNTY control. The transfer of records shall be done in compliance with all appropriate State and Federal statutes.

12. CONTRACTUAL SERVICES WITH OTHER AGENCIES

MEMBER MUNICIPALITIES and the CRCHD have entered into agency agreements with the State Department of Health Services, the Department of Agriculture, Trade and Consumer Protection (DATCP), the Department of Safety and Professional Services (DSPS), the Department of Natural Resources (DNR), and Department of Children and Families for the purpose of making various inspections and investigations related to environmental and public health matters. COUNTY agrees to renegotiate as necessary and fully assume the requirements of those agreements upon the Implementation Date, anticipated to be January 1, 2022. A list of all such agreements and obligations is set forth in Exhibit D. As it relates to Vendor Contractual Obligations, which are also set forth in Exhibit D, the PARTIES agree to work in good faith to determine whether such contracts should terminate or otherwise be renegotiated. CRCHD maintains responsibility for and agrees to negotiate any contracts expiring in 2021.

13. TERM OF AGREEMENT

This Agreement shall be and remain in full force and effect for so long as COUNTY maintains a Public Health Division and Board of Health as required by and in accordance with Wis. Stat. § 251.02.

14. AMENDMENT

This Agreement may be amended or modified only by a written instrument signed by all parties.

15. NOTICES

Each notice required by or relating to this Agreement shall be in writing and shall specifically refer to this Agreement by name (INTERGOVERNMENTAL AGREEMENT REGARDING CREATION OF A RACINE COUNTY PUBLIC HEALTH DIVISION) and shall refer specifically to the number(s) of the section(s) or subsection(s) to which the notice relates. Any such notice shall be delivered to each notice addressee of the Party receiving the notice by personal delivery (or alternatively, if the address specified for such notice addressee is an office

address, by personal delivery during normal business hours to the person apparently in charge of such addressee's office), or shall be mailed to such addressee by certified mail – return receipt requested or by first class mail, or shall be transmitted to such addressee by facsimile (provided that the notice is mailed the same day by first class mail), at the applicable address, as stated below. Each notice shall be effective upon delivery in person, or two days after mailing by certified mail – return receipt requested or first-class mail, or upon facsimile transmission with receipt confirmed, or upon actual receipt without regard to the method of delivery or transmission, whichever occurs first.

Any time period specified by this contract in connection with a notice requirement shall be determined with respect to the effective date of the notice unless a different intent is clearly stated. The governing body of any Party shall have authority to waive, in writing, any notice that it is entitled to receive under this contract.

Unless otherwise specified in this Agreement, notice to any PARTY shall be sent to its Clerk, at the address of the respective Village Hall, City Hall, or County Courthouse and, for the CRCHD, to the Chair of the Board of Health or to the Health Officer at 10005 Northwestern Avenue, Franksville, WI 53216.

16. OBLIGATION TO IMPLEMENT AGREEMENT

Each PARTY shall promptly take such actions as may be necessary or desirable to effectuate and implement this Agreement.

17. INDEMNIFICATION

Each Party agrees to indemnify, defend, and hold harmless every other PARTY and its officials, officers, and employees from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or resulting from any alleged act or omission of the indemnifying PARTY or its officials, officers, or employees relating to this agreement. This provision is not intended to and shall not be interpreted to limit insurance coverage or limits of liability under Wisconsin law that may be available to each Party or governmental immunity or other defenses that may be available to each Party, each and all of which are expressly reserved by each Party.

18. SEVERABILITY

In the event that any provision of this Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this contract shall be deemed to be severable and shall survive.

19. COMPLETE AGREEMENT

This Agreement represents the complete agreement of the PARTIES and supersedes all agreements, warranties, representations and promises, either written or oral, made during the course of negotiations leading up to this Agreement.

20. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

21. APPROVAL BY GOVERNING BODIES

Each of the PARTIES hereby represents that this Agreement was duly approved by its governing body on or before the date stated below, in accordance with all applicable state and local laws, and that its governing body has caused its duly authorized officers to execute this contract on its behalf on the date stated after each signature below.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be duly executed as dated below and effective as of January 1, 2022.

CITY OF BURLINGTON

_____ Carina Walters City Administrator	_____ Diahn Halbach City Clerk
_____ Date	_____ Date

TOWN OF BURLINGTON

_____ Jeff Lang Town Chair	_____ Jeanne Rennie Town Clerk
_____ Date	_____ Date

VILLAGE OF CALEDONIA

_____ Jim Dobbs Village President	_____ Joslyn M. Hoeffert Village Clerk
_____ Date	_____ Date

TOWN OF DOVER

Sam Stratton
Town Chairman

Camille Gerou
Town Clerk

Date

Date

VILLAGE OF ELMWOOD PARK

Ernie Rossi
Village President

Christophe Jenkins
Village Administrator

Date

Date

VILLAGE OF MT. PLEASANT

David DeGroot
Village President

Stephanie Kohlhagen
Village Clerk & Treasurer

Date

Date

VILLAGE OF NORTH BAY

Mark Schall
Village President

Dori Panthofer
Village Clerk

Date

Date

TOWN OF NORWAY

Jean Jacobson
Town Chair

Patricia Campbell
Town Clerk

Date

Date

VILLAGE OF RAYMOND

Kari Morgan
Village President

Linda Terry
Village Clerk

Date

Date

VILLAGE OF ROCHESTER

Edward Chart
Village President

Sandra Swan
Village Clerk

Date

Date

VILLAGE OF STURTEVANT

Michael Rosenbaum
Village President

Cheryl Zamecnik
Village Clerk

Date

Date

VILLAGE OF UNION GROVE

Steve Wicklund
Village President

Rebecca Wallendal
Village Clerk

Date

Date

VILLAGE OF YORKVILLE

Douglas Nelson
Village President

Michael McKinney
Village Clerk

Date

Date

TOWN OF WATERFORD

Tom Hincz
Town Chair

Tina Mayer
Town Clerk

Date

Date

VILLAGE OF WATERFORD

Don Houston
Village President

Rachel Ladewig
Village Clerk

Date

Date

VILLAGE OF WIND POINT

Susan Sanabria
Village President

Casey Griffiths
Village Administrator/Clerk-Treasurer

Date

Date

RACINE COUNTY

Jonathan Delagrave
County Executive

Wendy Christensen
County Clerk

Date

Date

CENTRAL RACINE COUNTY HEALTH DEPARTMENT

Margaret Gesner
Health Officer

Fran Petrick
Chair, Board of Health

Date

Date

EXHIBIT LIST

- | | |
|------------------|---|
| EXHIBIT A | Intermunicipal Agreement |
| EXHIBIT B | CRCHD Board of Health – Current Bylaws (2018) |
| EXHIBIT C | Racine County Pay Scale Range – Transferred Employees |
| EXHIBIT D | CRCHD Current Contracts, Memorandums of Understanding and Asset List |
| EXHIBIT E | Notices Pursuant to Wis. Stat. Ch. 251 From All Member Municipalities |
| EXHIBIT F | Notice of Nonrenewal of Contract From the Villages of Elmwood Park and Wind Point |
| EXHIBIT G | Local Tax Levy Transfer Summary |
| EXHIBIT H | Proposed Initial Appointments to the Racine County Board of Health |

AGREEMENT

THIS AGREEMENT is made and entered into as of the date last executed by any of the parties, among the VILLAGE OF CALEDONIA, a municipal body (hereinafter referred to as "Caledonia"), VILLAGE OF MOUNT PLEASANT, a municipal body (hereinafter referred to as "Mount Pleasant"), VILLAGE OF STURTEVANT, a municipal body (hereinafter referred to as "Sturtevant"), and VILLAGE OF NORTH BAY, a municipal body (hereinafter referred to as "North Bay").

RECITALS

WHEREAS, Caledonia, Mount Pleasant, Sturtevant and North Bay are villages located in Racine County which entered into a 2010 Intermunicipal Agreement for a joint board of health and joint health department (hereinafter referred to as the "Central Racine County Board of Health" and the "Central Racine County Health Department") pursuant to Wis. Stat. Sections 66.0301, 252.02(3r) and 251.09 which provide for the establishment, governance, financing and management of a joint local board of health and joint local health department to provide health services; and

WHEREAS, The Village of Union Grove ("Union Grove") and Town of Waterford ("Waterford") contracted with the Central Racine County Health Department ("CRCHD") in 2012 and 2013, respectively, for the provision of public health services and are utilizing the Board of Health for CRCHD ("Board of Health") as their designated Board of Health during the terms of their respective Agreements; and

WHEREAS, the parties would like to amend the Intermunicipal Agreement to provide for representation on the Board of Health for Union Grove, Waterford and other municipalities that may enter into the Intermunicipal Agreement with the villages of Caledonia, Mt. Pleasant, Sturtevant and North Bay in the future;

WHEREAS, the parties would like to amend the Intermunicipal Agreement to denote that municipalities which contract for public health services with CRCHD ("Contract Municipalities") no longer have a local Board of Health but rather utilize the "Board of Health" as their designated Board of Health during the terms of their respective Agreements;

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **Authority.** This Agreement is entered into pursuant to the authority set forth in Wis. Stat. Sections 66.0301, 251.09, and 251.02(3r).
2. **Creation of Joint Local Board of Health and Joint Local Health Department.** Caledonia, Mount Pleasant, Sturtevant and North Bay (the "Member Municipalities") agree to create a joint local board of health to exercise the powers and perform the duties of a local board of health in each of the municipalities. Caledonia, Mount Pleasant, Sturtevant and North Bay hereby create a joint local health department, per Wis. Stat. Section 251.02(3r), that shall be designated "Central Racine County Health Department" ("hereinafter referred to as "Health Department").
 - a. **Members.** Pursuant to Wis. Stat. Section 251.03(4r), the parties determine that the Board of Health shall be made up of the following members:
 - i. Medical Advisor (1), appointed and confirmed by Board of Health
 - ii. Health Officer (1), appointed and confirmed by Board of Health
 - iii. Mount Pleasant Trustee (1), appointed by the Village President
 - iv. Caledonia Trustee (1), appointed by the Village President
 - v. North Bay Trustee or citizen (1), appointed by the Village President
 - vi. Sturtevant Trustee, employee or citizen (1), appointed by the Village President
 - vii. Mount Pleasant citizen, preferably a registered nurse (1), appointed by the Village President
 - viii. Caledonia citizen, preferably a registered nurse (1), appointed by the Village President
 - ix. Citizen member-at-large (1), appointed by Health Officer, confirmed by Board of Health
 - x. A trustee/supervisor, employee or citizen appointed from each additional Member Municipality to serve during the term of its Agreement.

The Board of Health shall elect a chairperson, vice-chairperson and secretary.

- b. **Powers and Duties.** The Board of Health shall constitute the policy-making body for the Health Department, and shall exercise authority over financial and personnel matters, as set forth below. The Board of Health shall be responsible for operating and maintaining at least a Level II Health Department to jointly serve the Member Municipalities and Contract Municipalities, and is established as the joint local board of health of the

Member Municipalities and Contract Municipalities pursuant to Wis. Stat. § 251.02(3r). The Board of Health shall have the powers and perform such duties as are prescribed in Wis. Stat. Sections 251.04 and 251.05, except as otherwise specifically provided in this agreement or in joint ordinances adopted by the Member Municipalities, and Contract Municipalities. The Board of Health is authorized to enter into agreements to provide public health services to Contract Municipalities provided such municipalities are required to share in the costs of the Health Department on the same per capita basis as set forth in this Agreement. The Board of Health is further authorized to add additional Member Municipalities by joint resolution of the Board of Health and a requesting municipality that incorporates the terms and conditions of this intermunicipal agreement, and that further requires adoption of the Joint Health Department Ordinance governing the municipalities. The addition of Member Municipalities shall require a favorable vote of two-thirds (2/3) of the entire membership of the Board of Health.

- c. Budget and Financial Oversight. The Board of Health shall annually develop and adopt a budget. Each Member Municipality shall be responsible for its share of the budget, in accordance with the methodology as set forth below. Each Contract Municipality shall be responsible for its share of the budget, in accordance with the methodology as set forth below and as stated in each Contract Municipality's agreement with the Board of Health. By September 1st of each year, the Board of Health shall forward a copy of its adopted budget to each Member Municipality. Any increase in the levy portion of the budget exceeding the average percentage of net new growth of Member Municipalities shall require the approval of the majority of Member Municipalities. In the event that the levy limit methodology set forth in Chapter 66 of the Wisconsin Statutes is amended, any increase in the levy portion of the budget shall be consistent with the new statutory methodology. At year end, any unspent portion of the approved budget shall go to the Health Department's fund balance. The Board of Health shall have the authority to approve capital expenditures less than \$25,000 if using monies in the current fund balance. For capital expenditures of \$25,000 or more, or where a capital expenditure requires additional funding from the Villages, the approval of the majority of Member Municipalities shall be required. Funding for additional personnel, that is not otherwise covered by grant or non-levy funding, shall require the approval of the majority of Member Municipalities.
- d. Fiscal Agent. The Village of Caledonia shall be the fiscal agent for the Health Department. Responsibilities include assistance with budget preparation, processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment-related

standards, and procurement of insurance policies, including comprehensive general liability coverage, bodily injury coverage, property damage coverage, auto coverage, health insurance, and worker's compensation coverage. Annually in the budget process, an appropriation shall be made to the Fiscal Agent of no less than 0.75% and not to exceed 1% of Health Department levy and grant revenues. (Grant revenues that do not include this appropriation as an allowable cost will not be subject to the appropriation.) The Health Department will make payments to the Fiscal Agent on a quarterly basis.

- e. **Financing.** The Member Municipalities shall share all the costs of the Health Department based on per capita financing (using the Wisconsin Department of Administration's ("DOA") most recent population estimate for each municipality). The Department of Correction population will not be counted as part of the Village of Sturtevant population estimate. Contract Municipalities are required to share in the costs of the Health Department on the same per capita basis as set forth in this Agreement and in the agreements with said municipalities. On or before January 15 of each year during the term of this agreement, the Member Municipalities and Contract Municipalities shall forward to Caledonia at least half their respective shares of the operating budget for that year. On or before July 15 of each year during the term of this agreement, the Member Municipalities and Contract Municipalities shall forward to Caledonia the second half of their respective shares of the operating budget for that year.
- f. **Personnel.** Subject to the appropriations in the budget, the Board of Health shall have authority to employ and determine the compensation of such personnel for the Health Department, and may employ the services and fix the compensation of such other agents or consultants as the Board of Health deems necessary or convenient for the operation and management of the Health Department. The Board of Health and the Health Officer shall have the authority to terminate the employment of such personnel as set forth below, subject to any applicable laws, rules, regulations and agreements with respect to the same. All personnel will be considered as employees of Caledonia for reporting purposes, and shall operate under and be subject to the Caledonia Personnel Policy Manual, unless otherwise stated below. To meet this standard:
 - i. The Health Officer shall be appointed by the Board of Health pursuant to Wis. Stat. Section 251.06(4)(c). The Health Officer shall meet the qualifications set forth in Wis. Stat. Section 251.06.

- ii. The Health Officer shall report to the Board of Health, which shall be responsible for performing evaluations of the Health Officer on a schedule to be determined by it.
 - iii. The Board of Health shall be responsible for all employment decisions pertaining to the Health Officer.
 - iv. The Board of Health shall approve all Health Department hires. Per Wis. Stat. Section 254.04(8), the Board of Health shall employ qualified public health professionals. The Health Officer, as an employee of and manager for the Village of Caledonia and per Wis. Stat. Section 251.06(3)(e), shall appoint all necessary subordinate personnel, ensure they meet appropriate qualifications, and have supervisory authority over all subordinate personnel. When possible, a Board of Health member shall be part of the interview panel for new hires.
 - v. Board of Health members shall be indemnified and held harmless by the Member Municipalities and Contract Municipalities for actions taken within the scope of their responsibilities. Board of Health members shall be covered by a Public Officials/Governmental Entity Policy. In addition, the Board of Health and Health Department shall be added as additional insureds on each municipality's general liability policy.
 - vi. With approval of the Board of Health, the Health Officer may discipline, suspend and terminate staff. All written discipline shall be reviewed by the Board of Health Personnel Committee. All suspensions and terminations shall be reviewed by the Board of Health Personnel Committee and approved by the Board of Health.
 - vii. Complaints and Grievances. The Board of Health shall work with the Village of Caledonia to ensure that its employment-related policies and procedures are consistent with applicable Personnel Manual (and collective bargaining agreements if applicable).
3. **Operations.** The Board of Health shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Health Department, provided, however that funding has been included as part of the approved budget. All employment contracts and contracts involving expenditures of \$25,000 or more shall be reviewed by the Board of Health attorney prior to signing. All operations of the Health Department shall be conducted in accordance with the requirement and standards of the applicable statutes.

ordinances, orders, rules and regulations. The Board of Health shall be responsible to see that all required reports are filed and submitted as required.

4. **Creation of Joint Local Board of Health and Joint Local Health Terms.** This agreement shall be effective January 1, 2013 and continue in force and effect for an indefinite term, subject to being terminated by any Member Municipality as of the end of the calendar year upon two year's written notice served upon the other Member Municipalities.
5. **Notices.** Any notice hereunder may be given by personal service as provided for services of a summons upon a Village for by certified or registered mail addressed as follows:

Village of Caledonia:	Village Clerk 6922 Nicholson Road Caledonia, WI 53108
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Village of Mount Pleasant:	Village Clerk 8811 Campus Drive Mount Pleasant, WI 53406
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Village of Startsvant:	Village Clerk 2801 89 th St Startsvant, WI 53177
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Village of North Bay:	Village Clerk 3615 Hennepin Racine, WI 53402
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The above addresses or contact persons may be changed from time to time by written notice given to the other parties hereto.

6. **Liabilities.** It is the intent of the parties hereto that except as otherwise herein provided, the liabilities of the Health Department operation, including any early termination lease penalties, be shared on a per capita basis by each Member Municipality and Contract Municipality. It is agreed that to the extent that there are any liabilities in connection with the operation of the Health Department which are not covered by insurance or otherwise, such liabilities shall be shared on a per capita basis by each Member Municipality and Contract Municipality.
7. **Amendments.** This agreement may be amended from time to time by written agreement of the parties.

- 8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 9. Merger and Integration. This Agreement contains the entire agreement of the parties, and supersedes all prior negotiations, agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the dates indicated below.

Dated this _____ day of _____, 2013.

VILLAGE OF CALEDONIA

By: _____
President

Attest: _____
Clerk

Dated this _____ day of _____, 2013.

VILLAGE OF MOUNT PLEASANT

By: _____
President

Attest: _____
Clerk

Dated this _____ day of _____, 2013.

VILLAGE OF STURTEVANT

By: _____
President

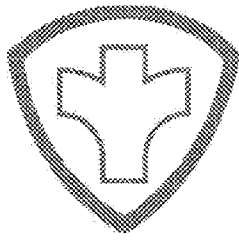
Attest: _____
Clerk

Dated this _____ day of _____, 2013.

VILLAGE OF NORTH BAY

By: _____
President

Attest: _____
Clerk



CRCCHD

Central Racine County Health Department

CENTRAL RACINE COUNTY
BOARD OF HEALTH
BY-LAWS

2018

Central Racine County Health Department
10005 Northwestern Avenue, Suite A
Franksville, WI 53126

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1. BOARD OF HEALTH ESTABLISHED.

The Central Racine County Board of Health, referred to as Board of Health, was established January 1, 2011, through Intermunicipal Agreement in accordance with Wis. Stat. Sections 66.0301, 251.09 and 251.02(3r), providing for the establishment, governance, financing and management of a joint local board of health and joint local health department to provide public health services to Caledonia, Dover, Mt. Pleasant, North Bay, Norway, Raymond, Rochester, Sturtevant, Union Grove, Yorkville, Town and Village of Waterford, Town and City of Burlington.

2. BOARD MEMBERSHIP AND ORGANIZATION

Members. Pursuant to Wis. Stat. Section 251.03(4r) and in accordance with the Intermunicipal Agreement, the Board of Health shall be made up of the following members:

- (a) Medical Advisor (1), appointed and confirmed by Board of Health
- (b) Health Officer (1), appointed and confirmed by Board of Health
- (c) Mt. Pleasant Trustee (1), appointed by the Village President
- (d) Caledonia Trustee (1), appointed by the Village President
- (e) North Bay Trustee or citizen (1), appointed by the Village President
- (f) Sturtevant Trustee, employee or citizen (1), appointed by the Village President
- (g) Mt. Pleasant citizen, preferably a registered nurse (1), appointed by the Village President
- (h) Caledonia citizen, preferably a registered nurse (1), appointed by the Village President
- (i) Citizen member-at-large (1), appointed by Health Officer, confirmed by Board of Health
- (j) Dover Board Member, employee or citizen (1), appointed by the Town Chair
- (k) Norway Board Member, employee or citizen (1), appointed by the Town Chair
- (l) Raymond Board Member, employee or citizen (1), appointed by the Town Chair
- (m) Rochester Trustee (1), appointed by the Village President
- (n) Union Grove Trustee (1), appointed by the Village President
- (o) Yorkville Board Member, employee or citizen (1), appointed by the Village President
- (p) Town of Waterford Board Member (1), appointed by the Town Chair
- (q) Village of Waterford Trustee (1), appointed by the Village President
- (r) Town of Burlington Board Member, employee or citizen (1), appointed by the Town Chair
- (s) City of Burlington Alderman (1), appointed by the Mayor
- (t) A trustee/supervisor, employee or citizen appointed from each new Member Municipality to serve during the term of its Agreement.

The term for each Municipal representative is set by each Municipality. The term for the Medical Advisor, Citizen member-at-large, and Health Officer are indefinite until a replacement is needed.

Officers. Pursuant to Wis. Stat. Section 251.03(4r) and in accordance with the Intermunicipal Agreement, the Board of Health shall elect:

- (a) Chairperson
- (b) Vice Chairperson
- (c) Clerk (Secretary)

Meetings. The Board of Health shall meet:

- (a) At least quarterly, at the call of the Chairperson, and at such other times as the Board of Health may determine in accordance with Wis. Stat. Section 251.04(5). Central Racine County Board of Health meets monthly unless otherwise noted. For Board of Health meetings, members may call in by phone for extenuating circumstances. Whenever one or more members participate by conference call or video conferencing, the Board shall ensure that such participation is broadcast through speakers and/or monitors at one or more sites that are open to the public and otherwise complies with the Wisconsin Open Meetings Law, as may be amended.
- (b) Elect a chairperson, vice-chairperson and clerk/secretary. The above-listed officers shall serve indefinitely until the Board calls for a new election of officers, or the Board adopts revised by-laws that call for some other term of office.
- (c) Official oaths shall be taken by all members in accordance with section 19.01 of the Wisconsin Statutes.

3. BOARD OF HEALTH ORIENTATION

- (a) New Board of Health members shall receive the Central Racine County Health Department *Orientation Manual for Board of Health Members*, *Central Racine County Board of Health By-Laws*, and the *Intermunicipal Agreement* from the Health Officer.

4. RULES AND MINUTES

- (a) Robert's Rules of Order shall apply to all meetings of the Board of Health except as otherwise provided by state statute.
- (b) A majority of the members shall constitute a quorum.
- (c) All questions shall be determined by a concurring vote of the majority of the Board of Health members present unless otherwise provided.
- (d) A majority vote of the Board of Health members present shall be necessary in the following instance: to adopt any resolution, regulation or effect any other action on the part of the Board.
- (e) Minutes of the meetings and proceeding of the Board of Health shall be kept by Central Racine County Health Department. These records shall be files in the office of Central Racine County Health Department and shall be public record

unless a closed session of the Board is permitted under section 19.85 of the Wisconsin Statutes. Records shall not be destroyed except pursuant to law.

- (f) Meetings of the Board of Health shall be open to the public except where a closed session is permitted under section 19.85 of the Wisconsin Open Meetings Law. Notice of the date, time, and place of each meeting along with the agenda for each meeting shall be published in accordance with section 19.84 of the Wisconsin Statutes.

5. POWERS AND DUTIES OF THE BOARD OF HEALTH

- (a) The Board of Health shall constitute the policy-making body for the Health Department, and shall exercise authority over financial, personnel and all other matters as set forth in the Intermunicipal Agreement. The Board of Health shall have the powers and perform such duties as are prescribed in Wis. Stat. Sections 251.04 and 251.05, except as otherwise specifically provided in the Intermunicipal Agreement or in joint ordinances adopted by all member municipalities.
- (b) The Board of Health shall assure the enforcement of state public health statutes and public health rules of the department as specified in Wis. Stat. Section 251.04(1).
- (c) The Board of Health shall be responsible for operating, maintaining and assuring at least a Level II Health Department to jointly serve the municipalities in accordance with the Intermunicipal Agreement and pursuant to Wis. Stat. Section 251.04(2).
- (d) The Board of Health may adopt those regulations, for its own guidance and for the governance of Central Racine County Health Department, that it considers necessary to protect and improve public health. The regulations may be no less stringent than, and may not conflict with, state statutes and rules of the department as specified in Wis. Stat. Section 251.04(3).
- (e) The Board of Health shall report to the department as required by rule and in accordance with Wis. Stat. Section 251.04(4).
- (f) The Board of Health shall determine the outlines and principles governing the administration of the Central Racine County Health Department. In doing so the Board of Health shall:
 - i. Assess public health needs and advocate for the provision of reasonable and necessary public health services pursuant to Wis. Stats. 251.04(6)(a).
 - ii. Develop policy and provide leadership that fosters local involvement and commitment, that emphasizes public health needs and that advocates for equitable distribution of public health resources and complementary

private activities commensurate with public health needs pursuant to Wis. Stats. 251.04(6)(b).

- (g) The Board of Health shall assure that measures are taken to provide an environment in which individuals can be healthy pursuant to Wis. Stat. Section 251.04(7).
- (h) In accordance with the Intermunicipal Agreement and pursuant to Wis. Stat. Section 251.04(8), the Board of Health shall employ qualified public health professionals and shall determine the compensation of such personnel for the Health Department, and may employ the services and fix the compensation of such other agents or consultants as the Board of Health deems necessary or convenient for the operation and management of the Health Department. The local health officer qualifications are pursuant to Wis. Stats. 261.06.
- (i) In accordance with the Intermunicipal Agreement and Wis. Stats 251.115, the Board of Health shall annually develop and adopt a budget. By September 1st of each year, the Board of Health shall forward a copy of its adopted budget to each municipality.
- (j) The Board of Health may request assistance from other municipal officers, departments, commissions, and boards.
- (k) The Board of Health shall approve all prospective grants and monies for the purposes of the provision of public health except for annual state allocated dollars.

6. BOARD OF HEALTH: LOCAL HEALTH DEPARTMENT DUTIES

- (a) The Board of Health ensures that the Health Department, pursuant to (251.05(3), shall:
 - Regularly and systematically collect, assemble, analyze and make available information on the health of the community, including statistics on health status, community health needs and epidemiologic and other studies of health problems.
 - Develop public health policies and procedures for the community.
 - Involve key policymakers and the general public in determining and developing a community health improvement plan that includes actions to implement the services and functions specified under s. 250.03 (1) (L).
 - Submit data, as requested, to the local public health data system established by the department.
 - Act as agent of the department, if designated by the secretary under s. 250.042 (1).
- (b) Pursuant to Wis. Stats 251.09, the Health Department may jointly provide health services with other local health departments as agreed upon under s. 66.0301, if approved by Board of Health.

7. BOARD OF HEALTH: JURISDICTION OF HEALTH DEPARTMENT

- (a.) Pursuant to Wis. Stats 251.08, the Health Department jurisdiction shall extend to the entire area represented by the governing body of the county, city, village or town that established the local health.

8. REFERENCES

- a. Wis. Stats. 251 November 13, 2018
- b. Intermunicipal Agreement
- c. Board of Health Orientation

Racine County Public Health Division

HN05	Min	Mid	Max
Health Technician	\$15.4300	\$18.9050	\$22.3800
HN10	Min	Mid	Max
Senior Health Technician	\$18.0700	\$22.5200	\$26.9700
HN20	Min	Mid	Max
Registered Nurse/Paramedic/EMT Public Health Educator Public Health Specialist	\$22.5600	\$27.6350	\$32.7100
HN30	Min	Mid	Max
Epidemiologist	\$26.3400	\$32.2700	\$38.2000
HN35	Min	Mid	Max
Public Health Strategist Environmental Health Sanitarian Public Health Nurse Public Health Nurse Home Visitor	\$27.8900	\$34.1600	\$40.4300
HE45	Min	Mid	Max
Community Health Supervisor Home Visiting Supervisor Environmental Health Supervisor	\$62,322	\$73,661	\$85,000
HE50	Min	Mid	Max
Associate Community Health Manager	\$73,000	\$81,034	89,068
HE55	Min	Mid	Max
Community Health Manager Public Health Fiscal Manager Environmental Health Manager	\$73,000	\$86,172	\$99,344
HE60	Min	Mid	Max
Deputy Health Officer	\$76,000	\$93,710.50	\$111,421
HE65	Min	Mid	Max
Health Officer	\$85,000	\$102,500	\$120,000

**Central Racine County Health Dept
 Provider Contractual Obligations - Agent Contracts**

Entity	Description	Term of Contract
WI Dept of Agriculture, Trade and Consumer Protection (DATCP)	Environmental Health Agent Contract - Restaurants, Hotels, Retail Facilities, Pools	07/01/2019 - 06/30/2022
WI Dept of Safety and Professional Services (DSPS)	Environmental Health Agent Contract - Body Art	11/8/2016 - 12/31/2021
WI Dept of Natural Resources	Environmental Health Agent Contract - TNC Well Sampling and Testing	01/01/2021 - 12/31/2022
WI DCF, Child Abuse and Prevention Board	Racine County Family Connects Program	01/01/2021 - 12/31/2021
WI Dept of Health Services	Public Health Programs - Immunization, Maternal Child Health, Childhood Lead	01/01/2021 - 12/31/2021
WI Dept of Health Services	Public Health Programs - Communicable Disease, Prevention	07/01/2020 - 06/30/2021
WI Dept of Health Services	Public Health Programs - Preparedness, Cities Readiness Initiative	07/01/2020 - 06/30/2021
WI Dept of Health Services	Public Health Programs - Enhanced Laboratory Capabilities	02/01/2020 - 09/30/2021

Central Racine County Health Dept
Vendor Contractual Obligations

CCB Technology	IT Managed Services	1 year automatic renewal - Mar 2021	Written notification 30 days prior to expiration of the current term	\$1,055/month based on number of users
CCB Technology	Firewall Security Software	1 year - expires Feb 2022		\$1,200 / year
CCB Technology	Server Warranty	1 year - expires Feb 2022		\$133 / year
CCB Technology	Office 365 Level E3 Subscriptions	1 year - expires Mar 2021		\$7,000 / year (32 users; remaining users month-month)
CCB Technology	Baracuda Office 365 Cloud Backup System	1 year - expires Mar 2021		\$1,400 / year
Carlos Cleaning Co	Office Cleaning Service	1 year automatic renewal - Jan 2021	Written notification at least 30 days prior to the end of contract or renewal term	\$250 / month or \$3000/annual
Image Management	Website hosting	1 year - expires Dec 2021		\$600 / year
Konica Minolta	Copier Consumables (2 machines)	3 year contract - expires Dec 2021	n/a - contract was only for consumables	\$320 / month for 2 copiers
Know Be 4	Internet Security Training Software	9/30/2020 to 9/29/2023	3-year term is paid in full	\$1,130 / annual
Language Line	Telephone Interpretation Services	12/13/2020-12/12/2021	None (State Contract)	varies greatly
Pitney Bowes	Postage Meter Lease	expired Feb 2021	n/a	\$680 / year
Professional Service Group	Contracted Contact Tracing & COVID Clinic Support	expires 11/31/2021	30-day written notification	\$32.25 / hour for services provided
Ring Central	VOIP Services	12/19/2019 - 12/18/2022	Written notification 30 days prior to expiration of the current term	\$25 / user / month; \$6,600/annual
Shred it	Document Shredding Service	60 month renewal terms	Written notification 60 days prior to expiration of the current term	\$100 / month
Stericycle	Medical Waste Service Agreement	10/01/2020 - 09/30/2025	Written notification 60 days prior to renewal date	\$130 per pick up
Spectrum	Fiber Internet	expired Feb 2020	n/a	\$800 / month
Trend Micro Anti-Virus	Anti-Virus Security Package	1 year - expires Apr 2021		\$1,600 / year
US Bank Lease	Office and Storage Space 2nd Floor	02/01/2020 to 06/30/2022	Written notice to Landlord 60 days prior	\$63,225.93 / annual 2021 \$63,858.19 / annual 2022
US Bank Lease	First Floor Temporary Premises Covid-19 Vaccinations	month-to-month	Written notice 60 days with effective date last day of month	\$6,284.59 / month
US Cellular	Cellular phone service	10/1/2020 to 9/30/2022	State Contract	\$1,200 / month

Central Racine County Health Dept
Equipment List

Item	Quantity	CH Clinic Reception	CH Clinic Waiting Room	CH Clinic Exam Room	CH Clinic Office	CH Mgmt. Office	Contact Tracers	FC Office	EH File & Storage Room	EH Offices	Main Reception	Main Conference Room	Mail & Print Area	Fiscal Manager	Health Officer	PH Strategist Office	HV Office	HV Supplies Storage	Key Pad Storage
Work Station /Desk	33	1			1	3		4		8	1			1	1	2	17		
Health Officer Desk / Credenza	1														1				
Meeting Table Hlth Officer	1														1				
Meeting Table Chairs Hlth Officer	5														5				
Phone - Ring Central	30	1			2	3		4		8	1			1	1	2	7		
Phone - Cell	29				2	3		4		6				1	1		12		
Motorola Portable Radio's	18								18										
Radio Charger - 6 Bank Multi Unit	3								3										
I Pads	10																		10
Laptop Computers	33				2	3	2	4		8				1	1	2	10		
Desktop Computers	13						12				1								
Computer Monitors	53	1			2	4	12	5		11	1			2	2	2	11		
Head Sets	28				2	3	12			8					1	2			
Refrigerator - Standard	1											1							
Refrigerator - Igloo	2								2										
Microwave	2	1										1							
Coffee Maker	1											1							
Scale - Upright	1			1															
Blood Pressure	1			1															
Medical Supply Cart	1	1																	
Rolling Exam Stool	3	1		1	1														
Chair - Arm	6	1		1	1						3								
Chair - Conference (all chairs)	56										56								
Chair - Desk	34	1			2	3		4		8	1			1	1		13		
Chair - Side	8					1		1		2				1		1	2		
Printer - Canon	1	1																	
Printer - Brother	1					1													
Printer - EH Portable	5									5									
TV - Box Light	1											1							
TV - Samsung	1		1																
DVD Player - Samsung	1		1																
Table - Conference	8		2									6							
Table - Conference Side Cube	4		2								1						1		
Table - Folding	1								1										
Table - Work Area	6		2		2							2							
Book Shelf	4											1						3	
Cabinet - Storage	11			4					2		2						2		1
Cabinet - Mail Station	1												1						
Wire Shelf Rack	8								1										7
File Cabinet - Records 6 Drawer	5																		5
File Cabinet - Lateral 5 Drawer	2														1				1
File Cabinet - Lateral 4 Drawer	14				1				6								2		5
File Cabinet - Lateral 3 Drawer	1									1									
File Cabinet - Lateral 2 Drawer	2										1			1					
File Cabinet - Vertical 4 Drawer	5									2						1		1	1
Mail Box Center	1																		
Postage Meter	1																		
Scale - Package / Mail	1																		
Scale - Baby	14							3	1										
Totals	472	8	8	8	18	24	38	28	34	67	17	68	3	8	18	12	33	4	26

**Central Racine County Health Dept
Asset List**

Description	Last 4 Vini#	Quantity	Program	Acquisition Date	Amount
Network Server		1		3/8/2016	\$6,350.00
Printer / Copier - Konica 368		1	RCHVN/RHB	9/29/2016	\$7,990.00
Printer / Copier - Konica 368		1	ADMIN/FC	12/12/2017	\$7,990.00
Ford Fusion 2016	2068	1	RHB	11/30/2015	\$17,390.00
Ford Focus 2017	4267	1	RCHVN	2/27/2017	\$17,188.00
Ford Focus 2017	4268	1	RCHVN	2/27/2017	\$17,188.00
Ford Focus 2018	6973	1	FC	2/16/2018	\$16,659.00
Dodge Caravan 2018	6771	1	EH	2/21/2018	\$22,974.00
Ford Fusion 2016	6414	1	EH	7/24/2015	\$17,390.00
Ford Fusion 2015	1903	1	EH	11/13/2014	\$17,315.00
Ford Fusion 2017	6201	1	General Use	11/29/2016	\$17,613.00
Fund Balance to be brought to the County - estimated amount as of 12/31/2020					\$950,000.00

Miscellaneous

Vendor	Description	Length of Contract	Follow Up:	Est Cost (monthly/annual)
Journal Times	Newspaper subscription	Annual	Newspaper Subscriptions cancel or change address	\$513 / annual
Southern Lakes Newspaper	Newspaper subscription	Annual	Newspaper Subscriptions cancel or change address	\$33 / annual
Standard Press	Newspaper subscription	Annual	Newspaper Subscriptions cancel or change address	\$58 /annual
Waterford Post	Newspaper subscription	Annual	Newspaper Subscriptions cancel or change address	\$58 / annual



CITY OF BURLINGTON

Administration Department

300 N. Pine Street, Burlington, WI, 53105

(262) 342-1161 -- (262) 763-3474 fax

www.burlington-wi.gov

To: Racine County Board of Supervisors
Jonathan Delagrave, County Executive
Margaret Gesner, Central Racine County Board of Health

From: Carina G. Walters, City Administrator

CC: City of Burlington Common Council

Date: October 20, 2020

Re: **Notice of Withdrawal: Central Racine County Health Department**

Dear Ms. Gesner and Mr. Delegrave,

Please accept this letter on behalf of the City of Burlington Common Council as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the City's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, enhance fiscal an operational stability, improve the coordination of a community health plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, the City of Burlington supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

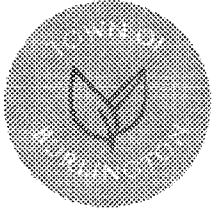
The City of Burlington further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The City of Burlington's withdrawal from the Central Racine County Health Department will be effective December 31, 2021.

Sincerely,

Carina G. Walters
City Administrator

EXHIBIT E



Town of Burlington
32288 Bushnell Road · Burlington, WI 53105
Phone: (262) 763-3070 · Fax: (262) 763-2118
E-Mail: brian.graziano@townofburlington.com | www.TownofBurlington.com

10/8/2020

Margaret Gesner
Central Racine County Health Department
10005 Northwestern Avenue
Franksville, WI 53126

Dr. Ms. Gesner,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Town of Burlington's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, The Town of Burlington supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

The Town of Burlington further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The Town of Burlington's withdrawal from the Central Racine County Health Department will take effect December 31, 2021."

Regards,

Brian Graziano
Administrator/Treasurer
Town of Burlington



OFFICE OF THE ADMINISTRATOR

Thomas J. Christensen
5043 Chester Lane
Racine, WI 53402
www.caledonia-wi.gov

office: 262-835-6404
tchristensen@caledonia-wi.gov

September 17, 2020

Central Racine County Board of Health
Attn: Margaret Gesner, Health Officer
Central Racine County Health Department
10005 Northwestern Avenue
Franksville, WI 53126

Racine County Board of Supervisors
c/o Mr. Thomas Roanhouse, Chairperson and
Mr. Jonathan Delagrave, County Executive
730 Wisconsin Avenue
Racine, WI 53403

Dear Ms. Gesner, Mr. Roanhouse, and Mr. Delagrave,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Village of Caledonia's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, the Village of Caledonia supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

The Village of Caledonia further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The Village of Caledonia's withdrawal from the Central Racine County Health Department will take effect December 31, 2021.

Sincerely,

A handwritten signature in cursive script that reads "Thomas J. Christensen".

Thomas J. Christensen
Village Administrator

Cc via email: City Council, City of Burlington c/o Ms. Carina Walters, City Administrator
Town Board, Town of Burlington c/o Mr. Brian Graziano, Town Administrator
Town Board, Town of Dover, c/o Ms. Camille Gerou, Town Clerk-Treasurer
Village Board, Village of Mt. Pleasant, c/o Ms. Maureen Murphy, Village Administrator

Village Board, Village of North Bay, c/o Ms. Dori Panthofer, Village Clerk
Town Board, Town of Norway, c/o Mr. Thomas Kramer, Town Administrator
Village Board, Village of Raymond, c/o Ms. Linda Terry, Village Clerk
Village Board, Village of Rochester, c/o Ms. Betty Novy, Village Administrator
Village Board, Village of Sturtevant, c/o Mr. Gerald Nellesen, Village Administrator
Village Board, Village of Union Grove, c/o Mr. Michael Hawes, Village Administrator
Town Board, Town of Waterford, c/o Ms. Tina Mayer, Town Clerk Village Board,
Village of Waterford, c/o Mr. Zeke Jackson, Village Administrator Town Board,
Town of Yorkville, c/o Mr. Michael McKinney, Town Clerk-Treasurer/ Administrator

TOWN OF DOVER

4110 South Beaumont Avenue Kansasville, WI 53139

Phone (262) 878-2200 Fax (262) 878-2595

www.townofdoverwi.com

Chairman	Supervisor #1	Supervisor #2	Roads Dept	Clerk/Treasurer	Municipal Judge
Sam Stratton	Mike Shenkenberg	Jared Guillien	DHD Maintenance Inc.	Camille Gerou	Heather Niski
262 206-4843	262 661-9932	262 994-6975	262 206-1319	878-2200 Ext 10	878-2200 Ext11

October 12, 2020

Central Racine County Board of Health
c/o Ms. Margaret Gesner, Health Officer
Central Racine County Health Department
10005 Northwestern Avenue
Franksville, WI 53126

Racine County Board of Supervisors
c/o Mr. Thomas Roanhouse, Chairperson &
Mr. Jonathan Delagrave, County Executive
730 Wisconsin Avenue
Racine, WI 53403

Re: Notice of Withdrawal: Central Racine County Health Department

Dear Ms. Gesner, Mr. Roanhouse, and Mr. Delagrave,

Please accept this letter as formal written notice pursuant to Wis. Stat. §251.15(2m) of the Town of Dover's intent to withdraw from the Central Racine County Health Department.

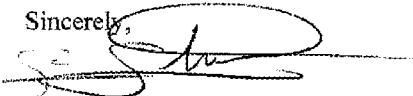
Consolidating health services currently provided by Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, the Town of Dover supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. §251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

The Town of Dover further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. §251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. §251.04.

The Town of Dover's withdrawal from Central Racine County Health Department will take effect December 31, 2021.

Sincerely,



Sam Stratton
Town Chairman

C (via email):

City Council, City of Burlington c/o Ms. Carina Walters, City Administrator
Town Board, Town of Burlington c/o Mr. Brian Graziano, Town Administrator
Village Board, Village of Caledonia c/o Mr. Tom Christensen, Village Administrator
Village Board, Village of Mt. Pleasant, c/o Ms. Maureen Murphy, Village Administrator
Village Board, Village of North Bay, c/o Ms. Dori Panthofer, Village Clerk
Town Board, Town of Norway, c/o Mr. Thomas Kramer, Town Administrator
Village Board, Village of Raymond, c/o Ms. Linda Terry, Village Clerk
Village Board, Village of Rochester, c/o Ms. Betty Novy, Village Administrator
Village Board, Village of Sturtevant, c/o Mr. Gerald Nellessen, Village Administrator
Village Board, Village of Union Grove, c/o Mr. Michel Hawes, Village Administrator
Town Board, Town of Waterford, c/o Ms. Tina Mayer, Town Clerk
Village Board, Village of Waterford, c/o Mr. Zeke Jackson, Village Administrator
Town Board, Town of Yorkville, c/o Mr. Michael McKinney, Town Clerk-Treasurer/Administrator



September 15, 2020

Dear Colleagues,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Village of Mount Pleasant's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources. To that end, the Village of Mount Pleasant supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department. The Village of Mount Pleasant further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The Village of Mount Pleasant's withdrawal from the Central Racine County Health Department will take effect December 31, 2021."

Sincerely,

David DeGroot
Village President
Village of Mount Pleasant

- Cc: Racine County Executive
- CRCHD Health Officer
- City of Burlington
- Town of Burlington
- Town of Dover
- Town of Norway
- Town of Waterford
- Village of Caledonia
- Village of North Bay
- Racine Co. Board of Supervisors
- Racine Co. Board of Health
- Village of Raymond
- Village of Rochester
- Village of Sturtevant
- Village of Union Grove
- Village of Waterford
- Village of Yorkville



September 14, 2020

Racine County Executive
730 Wisconsin Avenue
Racine, WI 53403

Dear County Executive Delagrave,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Village of North Bay's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources. To that end, the Village of North Bay supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department. The Village of North Bay further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The Village of North Bay's withdrawal from the Central Racine County Health Department will take effect December 31, 2021.

Respectfully,

Roger Mellem, President
Village of North Bay

CC: County Board Supervisor
Margaret Gesner, Health Officer, CCRHD
Municipal Administrator -- Sturtevant, Caledonia, Mt. Pleasant, Dover, Norway, Raymond,
Rochester, Union Grove, Yorkville, Town and Village of Waterford, Town and Village of
Burlington

TOWN OF NORWAY

RACINE COUNTY, WI
6419 HEG PARK ROAD
WIND LAKE, WI 53185

Town Clerk 262-895-6335
Treasurer 262-895-2463
Bldg. Insp. 262-895-2732
Fax # 262-895-6601

September 28, 2020

Central Racine County Board of Health
Attn: Margaret Gesner, Health Officer
Central Racine County Health Department
10005 Northwestern Avenue
Franksville, WI 53126

Racine County Board of Supervisors
c/o Mr. Thomas Roanhouse, Chairperson and
Mr. Jonathan Delegrave, County Executive
730 Wisconsin Avenue
Racine, WI 53403

Dear Ms. Gesner, Mr. Roanhouse and Mr. Delegrave,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Town of Norway's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, the Town of Norway supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

The Town of Norway further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The Town of Norway's withdrawal from the Central Racine County Health Department will take effect December 31, 2021.

Sincerely,



Thomas Kramer
Administrator

September 29, 2020

Central Racine County Board of Health
c/o Margaret Gesner, Health Officer
Central Racine County Health Department
10005 Northwestern Avenue
Franksville, WI 53126

Racine County Board of Supervisors
c/o Mr. Thomas Roanhouse, Chairperson &
Mr. Jonathan Delagrave, County Executive
730 Wisconsin Avenue
Racine, WI 53403

In re: Notice of Withdrawal: Central Racine County Health Department

Dear Ms. Gesner, Mr. Roanhouse and Mr. Delagrave,

Please accept this letter as formal written notice pursuant to Wis. Statutes 251.15(2m) of the Village of Raymond's intent to withdraw from the Central Racine County Health Department.


Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, the Village of Raymond supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Statutes 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

The Village of Raymond further supports the establishment of the Racine County Board of Health in accordance with Wis. Statutes 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Statutes 251.04.

The Village of Raymond's withdrawal from the Central Racine County Health Department will take effect December 31, 2021.

Sincerely,


Gary Gastenson
Village President
Village of Raymond

Village of Rochester

300 W. Spring Street
P.O. Box 65
Rochester, WI 53187

(262) 534-2431 Phone
(262) 534-4084 Fax
email: admin@villageofrochesterwi.us
website: <http://rochesterwi.us>

Reflections of
the Past...



Visions of
the Future

September 16, 2020

Central Racine County Board of Health
c/o Ms. Margaret Gesner, Health Officer
Central Racine County Health Department
10005 Northwestern Avenue
Franksville, WI 53126

Racine County Board of Supervisors
c/o Mr. Thomas Roanhouse, Chairperson &
Mr. Jonathan Delagrave, County Executive
730 Wisconsin Avenue
Racine, WI 53403

Re: Notice of Withdrawal: Central Racine County Health Department

Dear Ms. Gesner, Mr. Roanhouse, and Mr. Delagrave,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Village of Rochester's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, the Village of Rochester supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

The Village of Rochester further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The Village of Rochester's withdrawal from the Central Racine County Health Department will take effect December 31, 2021.

Sincerely,

Betty J. Novy,
Village Administrator

c (VIA EMAIL):

City Council, City of Burlington c/o Ms. Carina Walters, City Administrator
Town Board, Town of Burlington c/o Mr. Brian Graziano, Town Administrator
Village Board, Village of Caledonia c/o Mr. Tom Christensen, Village Administrator

Town Board, Town of Dover, c/o Ms. Camille Gerou, Town Clerk-Treasurer
Village Board, Village of Mt. Pleasant, c/o Ms. Maureen Murphy, Village Administrator
Village Board, Village of North Bay, c/o Ms. Dori Panthofer, Village Clerk
Town Board, Town of Norway, c/o Mr. Thomas Kramer, Town Administrator
Village Board, Village of Raymond, c/o Ms. Linda Terry, Village Clerk
Village Board, Village of Sturtevant, c/o Mr. Gerald Nellessen, Village Administrator
Village Board, Village of Union Grove, c/o Mr. Michael Hawes, Village Administrator
Town Board, Town of Waterford, c/o Ms. Tina Mayer, Town Clerk
Village Board, Village of Waterford, c/o Mr. Zeke Jackson, Village Administrator
Town Board, Town of Yorkville, c/o Mr. Michael McKinney, Town Clerk-Treasurer/
Administrator

RESOLUTION 2020-47

**A RESOLUTION BY THE VILLAGE BOARD OF THE VILLAGE OF STURTEVANT
AUTHORIZING THE WITHDRAWL FROM THE CENTRAL RACINE COUNTY HEALTH
DEPARTMENT AND APPROVING THE CONSOLIDATION OF THE HEALTH
DEPARTMENT SERVICES INTO THE RACINE COUNTY GOVERNMENT**

WHEREAS, prior to 1990, the Health Department Services was performed as a division of County government and following this all the municipalities in Racine County (other than the City of Racine) developed and were members of the Central Racine County Health Department; and,

WHEREAS, there have been ongoing discussions between the Central Racine County Board of Health and Racine County regarding consolidation of health services into the County Government; and,

WHEREAS, the current Pandemic and other health emergencies have highlighted the integration of resources and assistance that the County and the Health Department have needed and used; and,

WHEREAS, the overwhelming support from the municipalities and the Racine county Government is to consolidate all the Health Services under the auspices of the County of Racine; and

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does, hereby resolve that:

1. The Village, pursuant to state statute, must officially provide a one year notice of impending withdrawl from the Central Racine County Health Department, of which that one year shall be at least one year (365 calendar days) prior to and coincide with the provision of Health Department service beginning with Racine County on or about January 1, 2022; and,
2. The Village shall support and provide notice to the County of Racine that the Village does intend to be part of the consolidated County of Racine Health Department Service.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 1st day of Sept, 2020.

VILLAGE OF STURTEVANT

By Jayne Hoffman
Jayne Hoffman, Village President

Attest Amanda Ingle
Amanda Ingle, Village Clerk



Phone: 262-878-1818
Fax: 262-878-3782

925 15TH Avenue
Union Grove, WI 53182

September 10, 2020

Margaret Gesner, MS, Health Officer
Central Racine County Health Department
10005 Northwestern Avenue
Franksville, WI 53126

Dear Ms. Gesner,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of Village of Union Grove's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources. To that end, Village of Union Grove supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department. Village of Union Grove further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

Village of Union Grove's withdrawal from the Central Racine County Health Department will take effect December 31, 2021.

Sincerely,


Michael Aimone
Village President



Office of the Chairman
Thomas W. Hincz

September 21, 2020

Central Racine County Board of Health
Attn: Margaret Gesner, Health Officer
10005 Northwestern Avenue
Franksville, WI 53126

Racine County Board of Supervisors
c/o Mr. Thomas Roanhouse, Chairperson and
Mr. Jonathan Delagrave, County Executive
730 Wisconsin Avenue
Racine, WI 53403

Dear Ms. Gesner, Mr. Roanhouse, and Mr. Delagrave,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Town of Waterford's intent to withdraw from the Central Racine County Health Department.


Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, the Town of Waterford supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

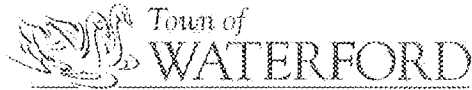
The Town of Waterford further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The Town of Waterford's withdrawal from the Central Racine County Health Department will take effect December 31, 2021.

Sincerely,



Thomas W. Hincz
Town Chairman



Office of the Chairman
Thomas W. Hinez

Cc via email: City Council, City of Burlington c/o Ms. Carina Walters, City Administrator
Town Board, Town of Burlington c/o Mr. Brian Graziano, Town Administrator
Village Board, Village of Caledonia, c/o Mr. Thomas Christensen, Village
Administrator
Town Board, Town of Dover, c/o Ms. Camille Gerou, Town Clerk-Treasurer
Village Board, Village of Mt. Pleasant, c/o Ms. Maureen Murphy, Village
Administrator
Village Board, Village of North Bay, c/o Ms. Dori Panthofer,
Village Clerk Town Board, Town of Norway, c/o Mr. Thomas
Kramer, Town Administrator
Village Board, Village of Raymond, c/o Ms. Linda Terry, Village
Clerk
Village Board, Village of Rochester, c/o Ms. Betty Novy, Village
Administrator Village Board, Village of Sturtevant, c/o Mr. Gerald Nellessen,
Village Administrator Village Board, Village of Union Grove, c/o Mr.
Michael Hawes, Village Administrator
Village of Yorkville, c/o Mr. Michael McKinney, Village Clerk,
Village of Waterford, c/o Mr. Zeke Jackson.



December 14, 2020

Ms. Gesner,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Village of Waterford's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources. To that end, [Municipality] supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department. [Municipality] further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

Contingent on entering into a MOU between the County, CRCHD, and other presently served communities, it is our intent to withdrawal from the Central Racine County Health Department on December 31, 2021

Don Houston
Village President
Village of Waterford

VILLAGE OF YORKVILLE

925 15th Avenue, Union Grove, Wisconsin 53182

Phone: (262) 878-2123

Fax: (262) 878-1680

michael@villageofyorkville.com

Douglas Nelson
President

Robert Funk
Trustee

Daniel Maurice
Trustee

Cory Bartlett
Trustee

Sieve Nelson
Trustee

September 21, 2020

Central Racine County Board of Health
Attn: Margaret Gesner, Health Officer
Central Racine County Health Department
10005 Northwestern Avenue
Franksville, WI 53126

Racine County Board of Supervisors
c/o Mr. Thomas Roanhouse, Chairperson and
Mr. Jonathan Delagrave, County Executive
730 Wisconsin Avenue
Racine, WI 53403

Dear Ms. Gesner, Mr. Roanhouse, and Mr. Delagrave,

Please accept this letter as formal written notice pursuant to Wis. Stat. § 251.15(2m) of the Village of Yorkville's intent to withdraw from the Central Racine County Health Department.

Consolidating health services currently provided by the Central Racine County Health Department into a single county health department through an equitable cost allocation will enhance public health, improve coordination of a community health improvement plan, improve coordination of response to community health needs and health problems, and maximize efficiency of public resources.

To that end, the Village of Yorkville supports the establishment of the Racine County Health Department which shall provide the services of a Level III local health department, with a local health officer who meets the qualifications specified by Wis. Stat. § 251.06(1)(c), and which shall serve all areas of Racine County not otherwise served by a city, village, or town local health department.

The Village of Yorkville further supports the establishment of the Racine County Board of Health in accordance with Wis. Stat. § 251.03, the members of which shall be appointed by the Racine County Executive, subject to confirmation by the Racine County Board of Supervisors, and which shall exercise its powers and duties set forth at Wis. Stat. § 251.04.

The Village of Yorkville's withdrawal from the Central Racine County Health Department will take effect December 31, 2021.

Sincerely,



Michael McKinney
Administrator/Clerk

Cc via email: City Council, City of Burlington c/o Ms. Carina Walters, City Administrator
Town Board, Town of Burlington c/o Mr. Brian Graziano, Town Administrator
Village Board, Village of Caledonia, c/o Mr. Thomas Christensen, Village Administrator
Town Board, Town of Dover, c/o Ms. Camille Gerou, Town Clerk-Treasurer
Village Board, Village of Mt. Pleasant, c/o Ms. Maureen Murphy, Village Administrator
Village Board, Village of North Bay, c/o Ms. Dori Panthofer, Village Clerk
Town Board, Town of Norway, c/o Mr. Thomas Kramer, Town Administrator
Village Board, Village of Raymond, c/o Ms. Linda Terry, Village Clerk
Village Board, Village of Rochester, c/o Ms. Betty Novy, Village Administrator
Village Board, Village of Startevant, c/o Mr. Gerald Nellesen, Village Administrator
Village Board, Village of Union Grove, c/o Mr. Michael Hawes, Village Administrator
Town Board, Town of Waterford, c/o Ms. Tina Mayer, Town Clerk
Village Board, Village of Waterford, c/o Mr. Zeke Jackson, Village Administrator
Town Board



3131 Taylor Ave #1
Racine WI 53405
262-554-7818

April 22nd, 2021

City of Racine Health Department
Attn: Dottie-Kay Bowersox
730 Washington Ave
Racine, WI 53405

Re: AGREEMENT FOR PUBLIC HEALTH SERVICES
BETWEEN THE CITY OF RACINE HEALTH DEPART AND THE VILLAGE
OF ELMWOOD PARK - 2014

NOTICE OF NONRENEWAL

Dear Ms Bowersox,

The Village of Elmwood Park hereby notifies you that it does not intend to renew the above agreement, which ends its newest renewable term on December 31, 2021. The Village Board of Trustees voted unanimously to terminate on April 8th, 2021.

In the meantime, the Village appreciates the services your Department has provided during our tenure and wish you best of luck as we continue to battle the ongoing health crises.

Sincerely,

Christophe E. Jenkins
Administrator/Clerk/Treasurer
Village of Elmwood Park

EXHIBIT F



Village of Wind Point
Village Office
215 E. Four Mile Rd
Racine, WI 53402

(262) 639-3524
Fax: (262) 639-5727
info@windpoint.org
Web: windpoint.org

June 14, 2021

City of Racine Health Department
Attn: Dottie-Kay Bowersox
730 Washington Ave
Racine, WI 53405

Re: Notice of Non-Renewal - Agreement for Public Health Services Between the City of Racine Health Department and the Village of Wind Point

Dear Ms. Bowersox,

The Village of Wind Point hereby notifies you that it does not intend to renew the agreement for public health services between the Village of Wind Point and City of Racine, which ends its newest renewal term on December 31, 2021. The Village Board of Trustees voted to not renew the agreement on June 10, 2021.

The Village of Wind Point appreciates the services your department has provided during out tenure and wish you the best of luck in the future.

Sincerely,

Casey Griffiths
Administrator/Clerk-Treasurer
Village of Wind Point

**Local Tax Levy Transferred by Municipality to Racine County
for the initial funding of the Racine County Public Health Division
Effective January 1, 2022**

Muni Type	Municipality Name	Levy Contribution
Village	Mount Pleasant	\$ 207,134
Village	Caledonia	\$ 193,354
City	Burlington	\$ 83,955
Town	Norway	\$ 61,482
Town	Waterford	\$ 49,925
Town	Burlington	\$ 49,841
Village	Waterford	\$ 43,578
Village	Union Grove	\$ 40,216
Village	Sturtevant	\$ 38,023
Village	Raymond	\$ 30,891
Village	Rochester	\$ 29,652
Town	Dover	\$ 28,690
Village	Yorkville	\$ 24,213
Village	Wind Point	\$ 2,820
Village	North Bay	\$ 1,816
Village	Elmwood Park	\$ 1,628
TOTAL LEVY TRANSFER		\$ 887,218

Proposed 2022 Board of Health Members

Five (5) citizens who are not elected officials or employees of Racine County with competence in public health and who reside in Member Municipalities and/or the Villages of Elmwood Park and Wind Point:

1. Frances Petrick, RN (Mount Pleasant)
2. Susan Stroupe, RN (Caledonia)
3. John Monsen (Rochester)
4. Vikki Prochaska, RN (Mount Pleasant)
5. Sherry Gruhn (Yorkville)

Three (3) Racine County Board Supervisors serving districts with a majority of constituents in Member Municipalities and/or the Villages of Elmwood Park and Wind Point:

1. Tom Kramer (Norway)
2. Scott Maier (Union Grove)
3. Robert Miller (Mount Pleasant)

One (1) medical advisor:

1. Dr. Mark DeCheck

RESOLUTION 2021-92

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
ACCEPTING IMPROVEMENTS IN AUBURN HILLS PHASE 3B**

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

RECITALS

1. The Village and Auburn Hills III, LLC (the "Developer") entered into a Development Agreement pertaining to the development of Auburn Hills Phase 3B (the "Development Agreement") with respect to the land described therein and certain subdivision public improvements, including the public roads, the subdivision system which includes the sanitary sewerage system and the watermain, and storm water utilities.

2. The work for the Project has been completed and has been inspected for compliance with the approved plans and specifications and it is recommended by the Village's Public Works Director and the Village's Utility Director that the work for the improvements for the subdivision be accepted by the Village Board subject to the following conditions:

- a. Utility District acceptance and approval for the subdivision systems.
- b. Completion of fine grading and asphalt binder installation.
- c. Final grading work needed behind lots 105 – 108.
- d. Pond as-builts must be completed, submitted and accepted.

NOW THEREFORE BE IT RESOLVED THAT, the certain subdivision public improvements, including the public roads, the subdivision system which includes the sanitary sewerage system and the watermain system, and storm water utilities are hereby accepted by the Village Board subject to the conditions recommended by the Village's Public Works Director and the Village's Utility Director as set forth above.

Adopted by the Village Board of the Village of Caledonia this _____ day of August 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

Exhibit A – Legal Description
Off-Site Grading/Drainage Easement Exhibit for Auburn Hills Phase III

EXHIBIT

BEING A PART OF THE NE. 1/4 OF THE SE. 1/4 OF SECTION 35, T.4N., R.22E.,
 CITY OF RACINE, RACINE COUNTY, WISCONSIN.

Part of the Northeast 1/4 of the Southeast 1/4 of Section 35, T.4N., R.22E., City of Racine, Racine County, Wisconsin bounded and described:

Commencing at the East 1/4 corner of Section 35; thence S01°02'05"E along the East line of the Southeast 1/4 of Section 35 a distance of 715.08 feet to the point of beginning of the lands to be described; thence continuing S01°02'05"E along said East line 21.46 feet; thence N69°47'42"W, 47.98 feet; thence N20°12'18"E, 20.00 feet; thence S69°47'42"E, 40.20 feet to the point of beginning.

Contains 882 square feet, 0.02 acres

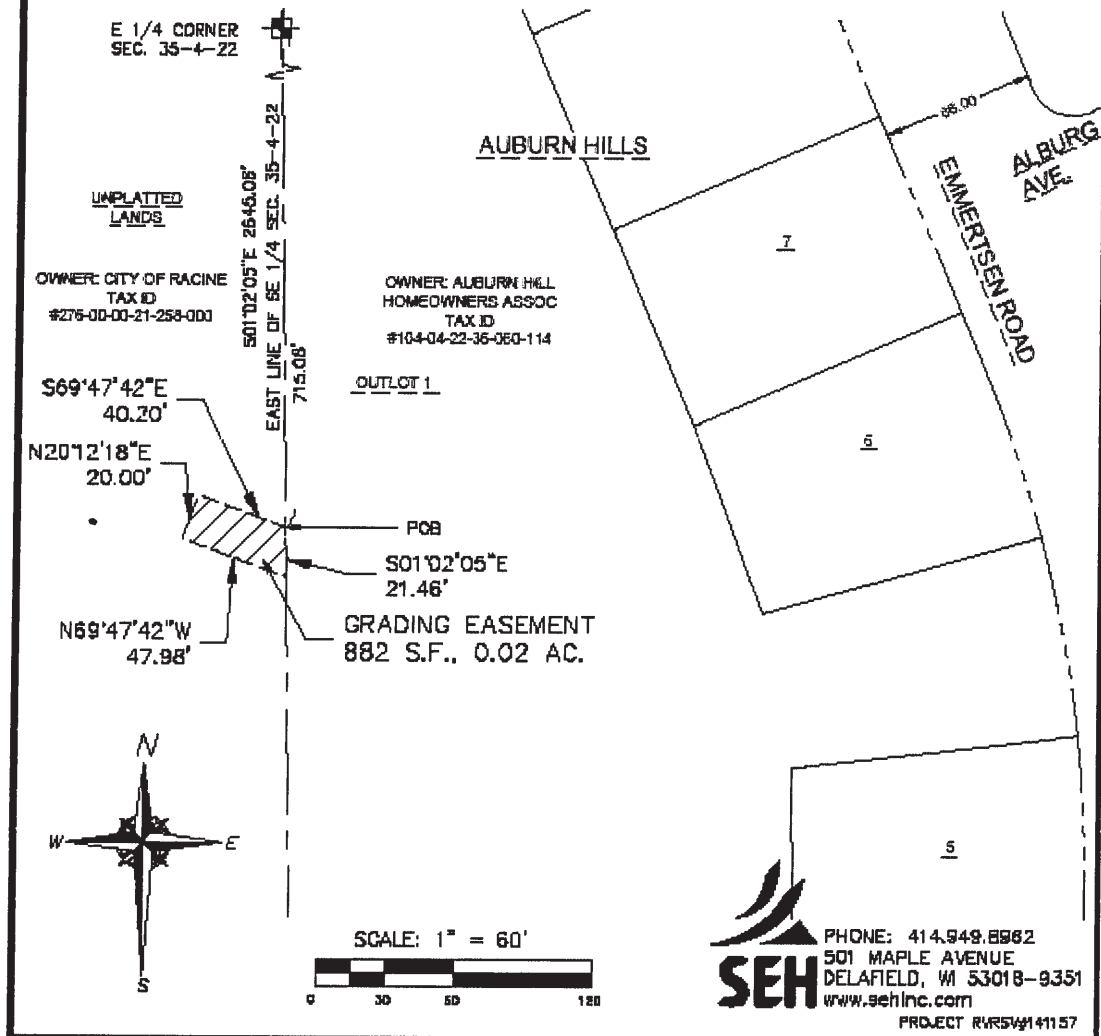
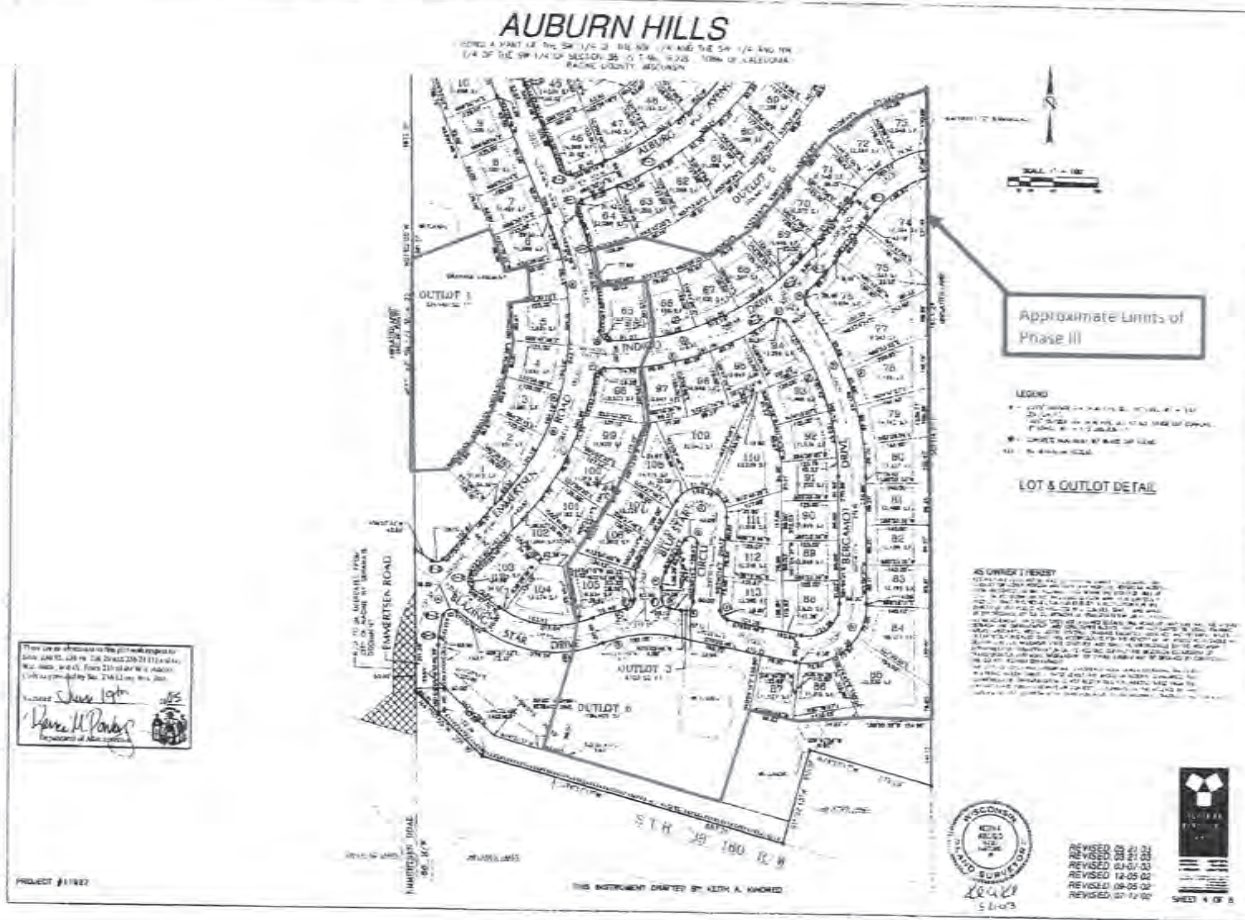


Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Village of Caledonia.

Project Identifier **Auburn Hills Phase III**
 Acres **18.8**
 Date of Recording **June 19th, 2003**
 Map Produced By **SEH, 501 Maple Ave, Delafield, WI 53018**
 Legal Description **Being A Part of the Southwest 1/4 of the Northwest 1/4 and the Southwest 1/4 and Northwest 1/4 of Section 36, In T. 4 N., R. 22 E., Town of Caledonia, Racine County, Wisconsin**



RESOLUTION NO. 2021-93

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AMENDING A VILLAGE OF CALEDONIA TELECONFERENCE AND
VIDEOCONFERENCE POLICY FOR THE BOARD OF TRUSTEES AND VILLAGE
COMMITTEES AND VILLAGE COMMISSIONS.**

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

WHEREAS, certain events, may make meeting In-person impractical or impossible for Board of Trustees, Village Committees, Village Commissions, or the Board of Review, or members of such bodies.

WHEREAS, it may be essential for the Board of Trustees, Village Committees, Village Commissions, or the Board of Review, or members of such bodies, to meet.

WHEREAS, the Board of Trustees, Village Committees, Village Commissions, or the Board of Review, or members of such bodies, may use alternative types of meetings, such as virtual meetings that involve teleconferencing or videoconferencing.

WHEREAS, attached as **Exhibit A** is a Village of Caledonia Teleconference and Videoconference policy for the Board of Trustees and Village Committees and Village Commissions.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the attached **Exhibit A**, the Village of Caledonia Teleconference and Videoconference policy for the Board of Trustees and Village Committees and Village Commissions is hereby adopted.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

VILLAGE OF CALEDONIA
TELECONFERENCE AND VIDEOCONFERENCE POLICY
FOR THE BOARD OF TRUSTEES AND VILLAGE COMMITTEES AND VILLAGE
COMMISSIONS

Section 1. Purpose.

The Village of Caledonia has a general meeting policy that all meetings shall be In-person. However, circumstances may arise that require the Village of Caledonia Board of Trustees, Village Committees, Village Commissions, and Village Board of Appeals (or members of such bodies) to meet via Teleconference or Videoconference. Therefore, the purpose of this policy is to provide alternatives to In-person Meetings, which make In-person Meetings impractical or impossible.

Section 2. Definitions.

In-person Meeting means a meeting with Participants in the same location.

Participant means a person attending a meeting as a member of a board, committee, or commission, or a member of the public. Meetings for this definition include In-person Meetings, Teleconferences, and Videoconferences.

Teleconference means a conference with Participants in different locations linked by telephonic devices.

Videoconference means a conference with Participants in different locations linked by video or other electronic devices.

Section 3. Teleconference and Videoconference Procedure.

Circumstances occasionally may make In-person Meetings impractical or impossible. This may be due to limited travel, limited person-to-person contact, or environmental or health concerns. The Village Board of Trustees, Village Committees, Village Commissions, and Village Board of Appeals (or a member of such body) may want to, or may be required to, perform Teleconference or Videoconference meetings to perform the necessary functions of the Village government. Teleconferences and Videoconferences shall not be used unless determined by the Village President or designee; the Village Administrator; and a Village Trustee. If a meeting is to be conducted by Teleconferences, and/or Videoconferences, the Village Clerk shall include on any written notice of such meeting instructions and information on how the meeting may be accessed by the public. All members participating by Videoconferences shall only count toward quorum and be allowed to participate in the meeting if their camera is on. If a member's camera is off, it shall be treated as if they have physically left the meeting. If the camera is off due to technical difficulties, this member shall not count towards quorum and cannot participate in the meeting if the camera continues to be off. If the member is not visible in the video feed, this

member shall not count towards quorum and cannot participate in the meeting. All members participating in-person are required to remain in their designated areas and shall speak directly into their microphones. This will allow people to hear the meeting virtually and on the recording.

Section 4. Authority to approve Teleconference or Videoconference meetings.

The scheduling of meetings of the Board of Trustees, Village Committees, Village Commissions (except for the Police and Fire Commission and the Village Board of Appeals) or attendance of a member of such a body via Teleconference or Videoconference shall be approved by the Village President, or designee (Resolution No. 2019-24),; the Village Administrator; and a Village Trustee. The scheduling of meetings of the Police and Fire Commission or attendance of a member of said body via Teleconference or Videoconference shall be approved by the President of the Police and Fire Commission. The scheduling of meetings of the Board of Appeals or attendance of a member of said body via Teleconference or Videoconference shall be approved by the Chairperson of the Board of Appeals.

Section 5. Open meetings and public records laws.

All Teleconferences and Videoconferences are open to the public and shall comply with Wisconsin Open Meetings Laws. *See Wis. Stat. Ch. 19. See also Village Ordinance § 2-3-8.* Further, all Teleconferences and Videoconferences that create records as defined by Village Ordinance § 3-3-1(c) shall comply with Wisconsin Public Records Laws regarding public records. *See Wis. Stat. Ch. 19. See also Village of Caledonia Code of Ordinances Title 3, Chapter 3.*

Section 6. Posting and Notice.

Teleconferences and Videoconferences shall be posted in accordance with Village Ordinance § 2-3-6 and 2-3-7. All notices of Teleconference and Videoconference meetings shall include any access numbers and passwords, as well as any Videoconference applications or websites utilized for the meeting.

Section 7. Conduct by Participants.

Participants shall be respectful to other Participants in attendance during any Teleconferences or Videoconferences, including not speaking over one-another, not using foul or profane language or images, and muting any surrounding sound that may interfere with the meeting.

Section 8. Closed Sessions.

Closed sessions shall only use Teleconferences and Videoconferences by the Participants when an In-person Meeting is impossible. The Village Administrator shall ensure that Teleconferences and Videoconferences are private and that only Participants that are invited to the closed session are in attendance. Participants shall ensure that they are in a private location where other persons cannot hear or participate in the closed session meeting. Participants shall further ensure that all documents received and reviewed, and any notes created prior to or during the closed session,

remain private and are not disclosed to other persons not in the closed session. The Clerk shall include these warnings in the notice for a Teleconference and Videoconference closed session.

Section 9. Online Public Access for Village Board meetings

Some members of the public have found it difficult to access such meetings and have their concerns addressed by the Village Board. The Village of Caledonia needs to ensure that residents have secure and easy access to public meetings. To ensure transparency and greater access, the Village will host the Village Board meetings on a trusted platform for remote access, and then archive the recording on the Village YouTube channel for future reference.

Approved on ___ day of August, 2021.

James R. Dobbs, Village President

Date

Joslyn Hoeffert, Village Clerk

Date

RESOLUTION NO. 2020-31

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
ADOPTING A VILLAGE OF CALEDONIA TELECONFERENCE AND
VIDEOCONFERENCE POLICY FOR THE BOARD OF TRUSTEES AND VILLAGE
COMMITTEES AND VILLAGE COMMISSIONS.**

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

WHEREAS, certain events, such as public health or safety emergencies, may make meeting In-person impractical or impossible for Board of Trustees, Village Committees, Village Commissions, or the Board of Review, or members of such bodies.

WHEREAS, it may be essential for the Board of Trustees, Village Committees, Village Commissions, or the Board of Review, or members of such bodies, to meet during these public emergencies.

WHEREAS, the Board of Trustees, Village Committees, Village Commissions, or the Board of Review, or members of such bodies, may use alternative types of meetings, such as virtual meetings that involve teleconferencing or videoconferencing.

WHEREAS, attached as **Exhibit A** is a Village of Caledonia Teleconference and Videoconference policy for the Board of Trustees and Village Committees and Village Commissions.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the attached **Exhibit A**, the Village of Caledonia Teleconference and Videoconference policy for the Board of Trustees and Village Committees and Village Commissions is hereby adopted.

6/4/20 Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of April, 2020.

VILLAGE OF CALEDONIA

By: _____

James R. Dobbs
Village President

Attest: _____

Karie Pope
Village Clerk

VILLAGE OF CALEDONIA
TELECONFERENCE AND VIDEOCONFERENCE POLICY
FOR THE BOARD OF TRUSTEES AND VILLAGE COMMITTEES AND VILLAGE
COMMISSIONS

Section 1. Purpose.

The Village of Caledonia has a general meeting policy that all meetings shall be In-person. However, circumstances may arise that require the Village of Caledonia Board of Trustees, Village Committees, Village Commissions, and Village Board of Appeals (or members of such bodies) to meet via Teleconference or Videoconference. Therefore, the purpose of this policy is to provide alternatives to In-person Meetings during times of a Public Emergency, which make In-person Meetings impractical or impossible.

Section 2. Definitions.

In-person Meeting means a meeting with Participants in the same location.

Participant means a person attending a meeting as a member of a board, committee, or commission, or a member of the public. Meetings for this definition include In-person Meetings, Teleconferences, and Videoconferences.

Public Emergency means a health or safety emergency that requires limited travel and limited in-person contact. The Village President, or designee, shall determine when a Public Emergency exists under this policy. If the Village President, or designee, is unavailable due to the Public Emergency, the Village Administrator may then determine when a Public Emergency exists under this policy.

Teleconference means a conference with Participants in different locations linked by telephonic devices.

Videoconference means a conference with Participants in different locations linked by video or other electronic devices.

Section 3. Teleconference and Videoconference during Public Emergency.

Circumstances during a Public Emergency may make In-person Meetings impractical or impossible. This may be due to limited travel, limited person-to-person contact, or environmental or health concerns. The Village Board of Trustees, Village Committees, Village Commissions, and Village Board of Appeals (or a member of such body) may want to, or may be required to, perform Teleconference or Videoconference meetings to perform the necessary functions of the Village government. Teleconferences and Videoconferences shall not be used unless a Public Emergency has been determined by the Village President or designee.

Section 4. Authority to approve Teleconference or Videoconference meetings.

The scheduling of meetings of the Board of Trustees, Village Committees, Village Commissions (except for the Police and Fire Commission and the Village Board of Appeals) or attendance of a member of such a body via Teleconference or Videoconference during a Public Emergency shall be approved by the Village President, or in their absence, the Trustee designated by Resolution No. 2019-24, or in their absence, the Village Trustee with the most seniority on the Board of Trustees. The scheduling of meetings of the Police and Fire Commission or attendance of a member of said body during a Public Emergency via Teleconference or Videoconference shall be approved by the President of the Police and Fire Commission. The scheduling of meetings of the Board of Appeals or attendance of a member of said body during a Public Emergency via Teleconference or Videoconference shall be approved by the Chairperson of the Board of Appeals.

Section 5. Open meetings and public records laws.

All Teleconferences and Videoconferences are open to the public and shall comply with Wisconsin Open Meetings Laws. *See Wis. Stat. Ch. 19. See also Village Ordinance § 2-3-8.* Further, all Teleconferences and Videoconferences that create records as defined by Village Ordinance § 3-3-1(c) shall comply with Wisconsin Public Records Laws regarding public records. *See Wis. Stat. Ch. 19. See also Village of Caledonia Code of Ordinances Title 3, Chapter 3.*

Section 6. Posting and Notice.

Teleconferences and Videoconferences shall be posted in accordance with Village Ordinance § 2-3-6 and 2-3-7. All notices of Teleconference and Videoconference meetings shall include any access numbers and passwords, as well as any Videoconference applications or websites utilized for the meeting.

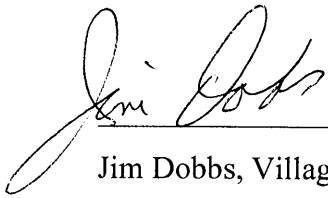
Section 7. Conduct by Participants.

Participants shall be respectful to other Participants in attendance during any Teleconferences or Videoconferences, including not speaking over one-another, not using foul or profane language or images, and muting any surrounding sound that may interfere with the meeting.

Section 8. Closed Sessions.

Closed sessions shall only use Teleconferences and Videoconferences by the Participants when an In-person Meeting is impossible. The Village Administrator shall ensure that Teleconferences and Videoconferences are private and that only Participants that are invited to the closed session are in attendance. Participants shall ensure that they are in a private location where other persons cannot hear or participate in the closed session meeting. Participants shall further ensure that all documents received and reviewed, and any notes created prior to or during the closed session, remain private and are not disclosed to other persons not in the closed session. The Clerk shall include these warnings in the notice for a Teleconference and Videoconference closed session.

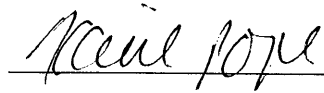
Approved on 6th day of April, 2020.



Jim Dobbs, Village President

4-30-2020

Date



Karie Pope, Village Clerk

4-30-2020

Date

RESOLUTION NO. 2021-94

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO AUTHORIZE A SERVICE CONTRACT FOR ARCHITECTURAL DESIGN WITH FGM ARCHITECTS, INC. AND AUTHORIZATION TO RELEASE REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AS CONSTRUCTOR AT RISK FOR THE NEW PUBLIC SAFETY BUILDING AND TO AUTHORIZE EXPENDITURE OF FUNDS AND EXECUTION OF DOCUMENTS

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

WHEREAS, the Village staff and officials have determined that the Police portion of the current Public Safety Building located at 6900 Nicholson Road and Fire Station #12 located at 6040 Douglas Avenue in the Village are obsolete buildings which need to be vacated and replaced with a new public safety facility for police, fire administration and fire station (“New Facility”);

WHEREAS, after reviewing its needs for the New Facility through FGM Architects, Inc., the Public Safety Committee and staff recommend to the Village Board to hire FGM Architects, Inc. as the architect for the New Facility;

WHEREAS, the Public Safety Committee and staff has discussed the best method through which to construct the new facility which has an estimated cost of \$21 million would be to issue a Request for Proposals utilizing Construction Manager as Constructor at Risk / Guaranteed Maximum Price methodology that includes the public bidding of the component project parts;

NOW, THEREFORE, BE IT RESOLVED, the New Facility is authorized to go forward pursuant to the following terms and conditions:

1. That the total budget for the New Facility is estimated to be \$21 Million unless otherwise authorized by the Village Board.
2. That an agreement with FGM Architects, Inc., for Architect’s Basic Services as described in the agreement for architectural services in an amount of \$1,375,600 as set forth in **Exhibit A** is authorized and approved subject to the final form of agreement being reviewed and approved by the Village Administrator and Village Attorney. This amount is included in the \$21 million estimated total project cost. The Village Administrator may authorize additional services so long as the additional costs for such services do not exceed the maximum approved budget for the New Facility. The hourly rates for such additional services shall be as set forth in the agreement for architectural services.
3. That a request for proposals for the services of a construction manager as constructor at risk with a guaranteed maximum price is authorized and approved to be released subject to the final form being reviewed and approved by the Village Administrator and Village Attorney. That all work on the New Facility shall be publicly bid in accordance with applicable Wisconsin Statutes.

4. That the Finance Director shall establish a separate fund for said New Facility and that the funds for this project shall come from a borrowing which shall be authorized pursuant to separate resolutions to be presented to the Village Board at a later date.
5. That no actual construction shall proceed without further Village Board approval after the Village Board has reviewed and approved the following: (1) an agreement for construction management services as described above; (2) the bids received for the work on the New Facility shall be in accordance with Wisconsin's public bidding requirements; and (3) confirmation of final budget by the Village Board.

NOW, BE IT FURTHER RESOLVED that the Village President, the Village Clerk and the Village Administrator are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution and the Village Administrator is authorized to take such actions and make such decisions 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 August, 2021.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

FGMA ARCHITECTS

Proposal for

Architectural Services

for

Village of Caledonia
New Public Safety Building
Caledonia, Wisconsin

Submitted to:

Village of Caledonia
Ms. Kathy Kasper
Village Administrator
5043 Chester Lane
Caledonia, Wisconsin 53402

By:

FGM ARCHITECTS INC.
219 North Milwaukee Street, Suite 325
Milwaukee, WI 53202

July 29, 2021

1.0 SCOPE OF PROJECT

We understand that Village of Caledonia intends to build a new Public Safety Building (PSB) at a site located adjacent to Village Hall (5043 Chester Lane). From a study conducted by FGM Architects in 2021, it is anticipated that the building will be approximately 52,500 square feet in size. The PSB will be a combined headquarters building for the Fire Department and Police Department. The Village has indicated that the initial construction cost, not including furniture, fixtures, equipment, fees, and other soft costs, will be approximately \$18M.

The scope of services to be provided include architect/engineering services for the design and construction of the proposed PSB, include architecture, structural, civil, survey, landscape, mechanical, electrical, plumbing, fire protection, low voltage infrastructure, security, and audio-visual system design. The Village will provide, under separate contract, geotechnical engineering and soils investigation, which FGM will coordinate.

- 1.0.1 The Village of Caledonia, hereinafter referred to as the Village or the Owner, intends to build a new PSB.
- 1.0.2 The project is anticipated to begin in August 2021. It is anticipated that construction will begin in the Spring of 2022.
- 1.0.3 The Permitting Authority for the project will be through the Village of Caledonia, with Wisconsin DSPS performing the plan review.
- 1.0.4 The proposed site is owned by the Village.
- 1.0.5 This project will not be a LEED Certified project, but the Village may want to explore the use of sustainable energy initiatives such as solar panels.
- 1.0.6 The project delivery method will be Construction Management with the Village selecting the Construction Manager.

2.0 SCOPE OF ARCHITECT'S SERVICES – PUBLIC SAFETY BUILDING

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional Architectural services for the Project:

2.1 Schematic Design Phase

- 2.1.1 Architectural and Engineering Schematic Design Phase services for the PSB. This will include schematic site design, plans, building elevations, and engineering narratives for mechanical, electrical, plumbing, and fire protection systems.
- 2.1.2 FGMA will assist the Owner in soliciting geotechnical testing proposals.
- 2.1.3 FGMA will work with the Civil Engineer to verify existing site conditions, including all utilities to be impacted during this project.
- 2.1.4 FGMA will assist the Civil Engineer to determine stormwater requirements.
- 2.1.5 FGMA will assist the Construction Manager to develop a Schematic Design cost estimate to be prepared at the end of the phase.

2.2 Design Development Phase

- 2.2.1 Upon approval of the Schematic Design, FGMA shall proceed into the Design Development Phase for the PSB. This will include Design Development site design, plans, building elevations, details, preliminary engineering designs for mechanical, electrical, plumbing, and fire protection systems, and outline specifications. At the end of this phase, the drawings and other documents will fix and describe the size and character of the scope of work.
 - 2.2.2 Design Development work will also include low voltage infrastructure, security, and audio-visual system design.
 - 2.2.3 Building wayfinding signage and graphics are included as part of the design work.
 - 2.2.4 FGMA will provide space planning general office furniture locations and coordinate utility requirements, including low voltage cabling and power.
 - 2.2.5 Meetings with the Village of Caledonia for their review process are included in this phase.
 - 2.2.7 FGMA will assist the Construction Manager to develop a Design Development cost estimate at the end of the phase.
- 2.3 Construction Document Phase
- 2.3.1 Upon approval of the Design Development Phase, FGMA shall prepare complete Construction Documents for the Project. The Construction Documents shall consist of complete Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project and proceed with the Bidding and Negotiation Phase for the Project. We have assumed the project will be bid in one phase and not in multiple packages at different times.
 - 2.3.2 Contract Documents prepared by FGMA shall include Architectural, Structural, Civil, Landscape, Mechanical, Electrical, Plumbing, and Fire Protection design services. Low Voltage infrastructure, security, and audio-visual contract documents are also included in this phase.
 - 2.3.3 Bidding and contract legal requirements will be provided by the Village.
 - 2.3.4 FGMA will assist the Construction Manager to develop a cost estimate at 95% completion of the Construction Documents.
 - 2.3.5 FGMA shall assist the Owner and Construction Manager in filing the required documents for approval of municipal and state authorities having jurisdiction over the project.
 - 2.3.6 FGMA shall assist the Construction Manager as requested in soliciting construction testing proposals.
- 2.4 Bidding and Negotiation Phase
- 2.4.1 FGMA shall assist the Owner and Construction Manager in soliciting and reviewing bids from Contractors and Sub Contractors as required. FGMA will provide bidding documents to a third-party reprographics company to distribute the documents or as directed by the Construction Manager.
 - 2.4.2 Attend Pre-Bid meeting.
 - 2.4.3 Respond to questions and provide clarifications to bidders, and issue Addenda as

required to Construction Manager for issuance to bidders.

2.4.4 Attend Bid Opening.

2.4.5 Assist Construction Manager in Bid and scope evaluation. Meet with low bidders as required to review bids as requested.

2.4.8 Incorporate all Addenda and adjustments to the contract documents to create an "Issue for Construction" set.

2.5 Contract Administration Services

2.5.1 FGMA shall assist with the administration of construction contracts including shop drawing and other submittal review as required, and review of payment applications.

2.5.2 Attend an average of one On-Site Owner/Architect/Contractor (OAC) meetings in combination with On-Site Observation visit every other week to monitor Construction Phase activities for general conformance with Construction Documents. We have included a total of (45) meetings in our proposal (Assuming construction will take 10-12 months (26) meetings, plus (21) additional meetings for weekly meetings during critical construction periods and any miscellaneous meeting required. FGMA will also prepare and distribute reports of site observations.

2.5.3 Participate in pre-construction and pre-installation meetings as required.

2.5.4 Provide assistance to the Contractor during initial start-up, testing, adjustment, balancing and commissioning of the building systems.

2.5.5 Building mechanical system commissioning as required by building code can be provided as an optional service.

2.5.6 Prepare Punch-List and related follow-up of same. We have included two (2) meetings for preparation of punch-list and two (2) punch-list follow up meetings.

2.6 Project Closeout Phase

2.6.1 FGMA shall provide to the Owner a set of record documents including the final set of construction documents and specifications incorporating field sketches and notes issued to the Contractor during the construction phase. FGM will provide electronic copies in pdf format.

2.6.3 Provide assistance to the Owner and Construction Manager for warranty issues as required.

2.6.4 Conduct a 10 month walk-thru with the Owner and Construction Manager to review building for warranty items.

2.7 Consultants

2.7.1 FGMA has included in our fee the services of the following consultants:

.1 Structural Engineering

.2 Civil Engineering & Survey

.3 MEPFP, Low Voltage Structured Cabling System Design, and AV Consulting

.4 Security Consulting

Building Mechanical System Commissioning can be provided as an optional service
 FGMA will provide landscape architecture and interior design services in-house.

2.7.2 Geotechnical explorations, material testing, environmental engineering, hazardous waste engineering, and traffic engineering services are not included in our proposal.

3.0 ARCHITECT'S COMPENSATION

The Village of Caledonia shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 For all professional services in connection with Architectural and Engineering Schematic Design, Design Development, Bidding and Negotiation Services, Contract Administration, and Project Closeout Services as described in Paragraph 2.0, we propose the following lump sum fees:

Total A/E Fee	\$1,394,000.00
<u>Discount from pre-design study</u>	<u>(\$18,400.00)</u>
Total Lump Sum Fee	\$1,375,600.00

Optional Additional Services:

Furniture Design and Procurement	\$32,000.00
3 rd Party Commissioning	\$45,000.00

3.2 Compensation shall be distributed to each Phase based on the following percentages:

- Schematic Design Phase 15% of total compensation
- Design Development Phase 20% of total compensation
- Construction Document Phase 38% of total compensation
- Bidding and Negotiation Phase 5% of total compensation
- Construction Phase 20% of total compensation
- Project Closeout 2% of total compensation

3.3 Reimbursable Expenses are not included in our Fee are defined in Paragraph 3.4 below. Local travel (travel less than 100 miles), phone, fax, and printing of review sets for design coordination will not be charged as a Reimbursable Expense.

3.4 For any additional services, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect’s actual direct cost of same, for the below items. **We recommend establishing a Reimbursable Allowance of \$7,500**, which FGMA shall not exceed without prior written approval of the Village. Reimbursable Allowance includes costs for items 3.4.1 through 3.4.3 below.

3.4.1 Expense of postage and/or delivery.

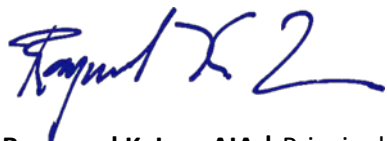
FGMARCHITECTS

- 3.4.2 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized by the Owner.
 - 3.4.3 Expense of Contract Document printing for permit submittal.
 - 3.4.4 Expenses of any consultants not included in our proposal with Owner's prior approval.
 - 3.4.5 Expense of any destructive testing/investigation work.
 - 3.4.6 Any fees paid by FGMA to authorities having jurisdiction over the project with Owner's prior approval.
 - 3.4.7 Expense of Contract Document printing for bidding and construction purposes.
- 3.5 If specialty consultants are required, FGMA shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same.
- 3.6 Payments shall be made monthly by the Owner to FGMA upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.
- 3.7 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.8 The terms of this Proposal are based upon services commencing within 60 days and all services being completed within 26 months thereafter.
- 4.0 Form of Agreement**
- 4.1 Should our proposal be acceptable; it is our intention to enter into a formal agreement using AIA B133-2014 for the services outlined in this proposal with modifications as mutually acceptable.

If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate this opportunity to be of service to the Village of Caledonia for this exciting project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee, AIA | Principal in Charge
rayl@fgmarchitects.com



Andrew J. Mayo, AIA, | Project Manager
andrewm@fgmarchitects.com

HOURLY RATE SCHEDULE

Effective November 1, 2020*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects

Principal	\$250.00
Arch IV	\$220.00
Arch III	\$175.00
Arch II	\$145.00
Arch I	\$105.00
Interior Designer IV	\$215.00
Interior Designer III	\$170.00
Interior Designer II	\$145.00
Interior Designer I	\$100.00
Landscape Architect	\$180.00
Project Administrator	\$100.00

*Rates are subject to adjustment each November 1st.

DRAFT AIA® Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Village of Caledonia
5043 Chester Ln.
Caledonia, WI 53402

and the Architect:
(Name, legal status, address and other information)

FGM Architects Inc.
219 N. Milwaukee St., Suite 325
Milwaukee, WI 53202

for the following Project:
(Name, location and detailed description)

Village of Caledonia New Public Safety Building
5043 Chester Ln.
Caledonia, WI 53402

The Construction Manager (if known):
(Name, legal status, address and other information)

«TBD »« »
« »
« »
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The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A201™-2007, General Conditions of the Contract for Construction; A133™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

See Exhibit B for program spreadsheet

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The project includes design, bidding support, and construction administration for a new Public Safety Building to house the Police and Fire Departments. The new building will be located on Village owned land adjacent to the existing Village Hall at 5043 Chester Lane, Caledonia, WI. The building is planned to be approximately 52,500 SF.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total Construction Costs	\$16,347,400
Total Construction Contingency	\$1,634,700
Total Soft Costs	\$1,686,900
Total Soft Costs Contingency	\$251,000
Total Project Budget	\$20,743,000

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

Schematic Design	August 2021 – October 2021
Design Development	November 2021 – December 2021
Construction Documents	January 2022 – April 2022
Bidding & Negotiations	May 2022 – June 2022

- .2 Commencement of construction:
July 2022
- .3 Substantial Completion date or milestone dates:
July 2023
- .4 Other:
N/A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner’s sustainable objective, if any, or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Kathy Kasper
Village Administrator
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402
262-835-6422
kkasper@caledonia-wi.gov

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address and other information.)

Chief Christopher Botsch
Caledonia Police Department
6900 Nicholson Road
Caledonia, WI 53108
262-835-4423
cbotsch@caledonia-wi.gov

Chief Jeff Henningfeld
Caledonia Fire Department
6900 Nicholson Road
Caledonia, WI 53108
262-835-2050
firechief@caledonia-wi.gov

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

TBD, Construction Manager anticipated date of retention: October 2021

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:

Included in Architect's services

- .4 Geotechnical Engineer:

TBD. Architect will assist owner in selecting a geotechnical engineer

- .5 Civil Engineer:

Included in Architect's services

- .6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Raymond Lee, AIA
Principal-in-charge
FGM Architects
630-574-8711
rayl@fgmarchitects.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

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.2 Mechanical Engineer:

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.3 Electrical Engineer (including low-voltage and audio-visual design):

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.4 Plumbing & Fire Protection Designer:

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.5 Civil Engineer & Surveyor:

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.6 Security Systems Designer:

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§ 1.1.12.2 Consultants retained under Additional Services:

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§ 1.1.13 Other Initial Information on which the Agreement is based:

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.



ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000.00)** for each occurrence and **Two Million Dollars (\$ 2,000,000.00)** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000.00)** per claim and **Two Million Dollars (\$ 2,000,000.00)** in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than « Five Hundred Thousand Dollars » (\$ 500,000.00) each accident, disease, and death.

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **Two Million Dollars (\$ 2,000,000.00)** per claim and **Three Million Dollars (\$ 3,000,000.00)** in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings reasonably requested by Owner, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission or inconsistency in such services or information, however, the Architect assumes no duty to discover such errors, omissions or inconsistencies.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) a reasonable time for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as to not adversely affect the schedule or cause the schedule to be exceeded.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall use professional care to respond to written publicly available applicable design requirements imposed by such governmental authorities having jurisdiction over the design of the Project. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare solely for the use by the Owner a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to gain a general understanding of the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. Upon receipt of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect shall provide one (1) exterior design concept to the Owner for approval as part of the Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Architect 4.3.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. Upon receipt of Owner's approval of the Design Development Documents, the Architect shall commence the Construction Documents Phase.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall use professional care to incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

§ 3.4.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omission shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.4.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for the additional construction costs for which the Architect is legally responsible in accordance with applicable law.

§ 3.4.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for only the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.4.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for electronic distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for electronic distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider written requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction to the extent required by this Agreement. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect’s services on the Project.

§ 3.6.1.2 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or the Owner’s issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, rules, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsible for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site as required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner and Construction Manager the rejection of Work that does not conform to the Contract Documents and reject such Work as directed by the Owner. The Architect shall the Construction Manager about the rejection. Subject to the Owner’s written approval whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 After the Construction Manager reviews, approves and transmits the submittals, the Architect shall review or take other appropriate action only upon the Contractor's submittals such as Shop Drawings, Product Data and Samples that are required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of specific details, equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, or of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2, the Architect shall obtain shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect for informational purposes only. The Architect and its

consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals and shall have no responsibility for any errors or omissions in the services or documentation provided by the Contractor's design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under this Article 3.6.5.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check overall conformance of the Work observed with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Basic Services	
§ 4.1.2 Programming (B202™-2009)	Completed	Exhibit B
§ 4.1.3 Multiple preliminary designs	Completed	
§ 4.1.4 Measured drawings	Not Provided	
§ 4.1.5 Existing facilities surveys	Not Provided	
§ 4.1.6 Site evaluation and planning (B203™-2007)	Not Provided	
§ 4.1.7 Building information modeling (E203™-2013)	Not Provided	
§ 4.1.8 Civil engineering	Basic Services	
§ 4.1.9 Landscape design	Basic Services	
§ 4.1.10 Architectural interior design (B252™-2007)	Basic Services	
§ 4.1.11 Value analysis (B204™-2007)	Not Provided	
§ 4.1.12 Detailed cost estimating	Not Provided	
§ 4.1.13 On-site project representation (B207™-2008)	Not Provided	
§ 4.1.14 Conformed construction documents	Not Provided	
§ 4.1.15 As-designed record drawings	Not Provided	
§ 4.1.16 As-constructed record drawings	Not Provided	
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™-2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner's consultants	Architect	
§ 4.1.21 Telecommunications/data design	Basic Services	
§ 4.1.22 Security evaluation and planning (B206™-2007)	Not Provided	
§ 4.1.23 Commissioning (B211™-2007)	Architect	
§ 4.1.24 Extensive environmentally responsible design	Not Provided	
§ 4.1.25 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.26 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™-2007)	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except

- where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, more than two (2) public presentations, meetings or hearings other than Owner's board meetings;
 - .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Evaluation of the qualifications of bidders or persons providing proposals;
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
 - .12 Assistance to the Initial Decision Maker, if other than the Architect;
 - .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
 - .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
 - .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.
 - .16 Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;
 - .17 Services related to regional storm water studies; or
 - .18 Services related to building permitting in excess of forty (40) hours.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services beyond the services performed:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two (2)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager.

2. **Forty-five (45)** visits to the site by the Architect over the duration of the Project during construction. The Architect will make a site visit every other week, and once per week during critical construction periods, for the duration of construction until forty-five site visits have been completed. Additional site visit beyond this maximum will be billed as additional services.
3. **Two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. **Two (2)** inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **Twenty-Six (26)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants even if Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.16 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.17 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2017 Edition.

§ 5.18 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the Contractor(s) for the

Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. At the commencement of construction, the design contingency shall be reduced to three (3%) percent of the construction budget to cover ambiguities, inconsistencies, incompleteness, errors or omissions in the drawings, specifications or other documentation furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review, but in no event shall the Architect be liable if the bids of Cost of the Work exceeds the estimate or the Owner's budget.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, as an Additional Service, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's

budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, and for informational purposes only in connection with any alteration or addition to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4 or if the Architect is terminated without cause as provided in Article 9.5., the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service or obtaining the written consent of the Architect, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.5.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.5.2 The Architect may, in its sole discretion, provide for use to Owner and/or Construction Manager from time to time upon request by Owner and/or Construction Manager for their convenience, the Architect's Building Information Model ("BIM") and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.5.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and the Owner and Construction Manager acknowledge that such Electronic Instruments of Service may not be final or complete. The Owner and Construction Manager acknowledges that use by Owner and/or

Construction Manager or their Contractors of the Electronic Instruments of Service is at their own sole risk and responsibility. Under no circumstances shall such Electronic Instruments of Service be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner and/or Construction Manager or others without the written consent of the Architect for the specific purpose intended shall be at each of their sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorneys fees, arising out of or resulting from the Owner and/or Construction Manager's use or reuse of Electronic Instruments of Service or any use in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.5.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not have responsibility or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner and/or its Construction Manager is at their sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner and/or its Construction Manager in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner and/or its Construction Manager. The Owner's and/or its Construction Manager's right to use Electronic Instruments of Service or to use the paper Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.5.5 The Owner and/or its Construction Manager acknowledge and understand that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner and/or its Construction Manager may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to, attorney's fees, arising in connection therewith.

§ 7.5.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the Electronic Instruments of Service.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages including, without limitation, lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead, for claims, disputes or other matters in question arising out of or relating to this Agreement or the services provided. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or litigation. Prior to the initiation of mediation, on written notice of either party to the other of an intent to mediate a dispute under this Agreement, each party shall designate a representative and shall meet within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association or such other forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation service in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order..

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services., The Architect shall be promptly paid all sums due prior to suspension and any expenses incurred in the interruption. Upon resumption of the Architect's services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement, not defined herein, shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement including prompt payment of all outstanding invoices.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives non-public information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump sum fee of **XXXX**

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Billed hourly based on Architect’s hourly rate sheet attached as Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Billed hourly based on Architect’s hourly rate sheet attached as Exhibit A

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus « one and one tenth » percent (1.1 %).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« fifteen »	percent (	« 15 »	%)
Design Development Phase	« twenty »	percent (	« 20 »	%)
Construction Documents Phase	« forty »	percent (	« 40 »	%)
Bidding or Negotiation Phase	« five »	percent (	« 5 »	%)
Construction Phase	« twenty »	percent (	« 20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted periodically in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one tenth percent (1.1 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

« »

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « sixty » (« 60 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« In accordance with the Local Government Prompt Payment Act if applicable, or if not applicable, one (1%) percent per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Owner and Architect have reviewed the risks, rewards, and benefits of the Project to each and the Architect’s total compensation for services. The Owner agrees that, to the fullest extent permitted by law, the Architect’s total liability to the Owner for any and all claims, damages, losses, and expenses of any kind and nature, whether in tort, contract or otherwise, arising out of this Agreement or the services provided by the Architect shall not exceed the available insurance proceeds covering such liability.

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer, or employee of a party.

§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect:
Raymond Lee, AIA
Principal-in-charge
FGM Architects, Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Owner:
Kathy Kasper
Village Administrator
Village of Caledonia
5043 Chester Ln.
Caledonia, WI 53402

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A	Hourly Rates Sheet
Exhibit B	Building Program Spreadsheet
Exhibit C	AIA B211 Commissioning Services
Exhibit D	AIA B253 FF&E Design Services
Exhibit E	AIA A201 General Conditions of Contract for Construction

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

<< >>
<< >>

(Printed name and title)

ARCHITECT (Signature)

Andrew J. Jasek, AIA
Executive Vice-President

(Printed name and title)

ARCHITECT (Signature)

Raymond K. Lee, AIA
Vice-President

(Printed name and title)

MEMORANDUM

DATE: Wednesday, July 28, 2021

TO: Village Board

FROM: Public Works Director *Tom Lagcano*

RE: Variance request For Oversized Structure/Garage at 6736 Running Horse Road

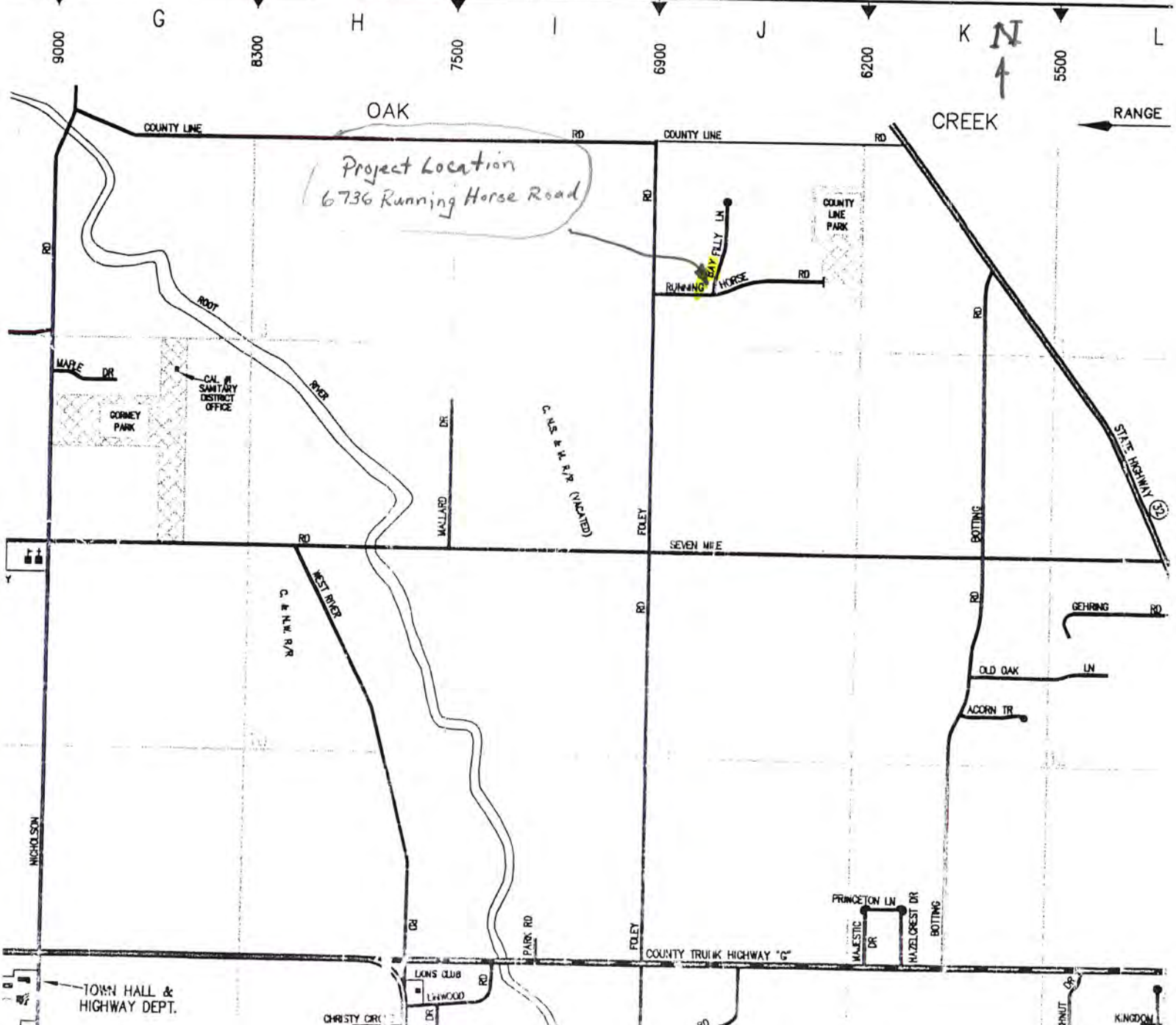
Feliks Zajaczkowski has requested a variance to construct a 30' by 40' detached structure/pole barn with an attached 40' X 6' lean-to that will create a total covered area of approximately 1,440 square feet) on his property at 6736 Running Horse Road. The structure/pole barn will have 10' high side walls. The proposed oversized structure/pole barn will be used for the owner's personal wood working hobby shop and for the owner's personal storage of his yard equipment items such as his riding lawn mower, atv, and snow blower.

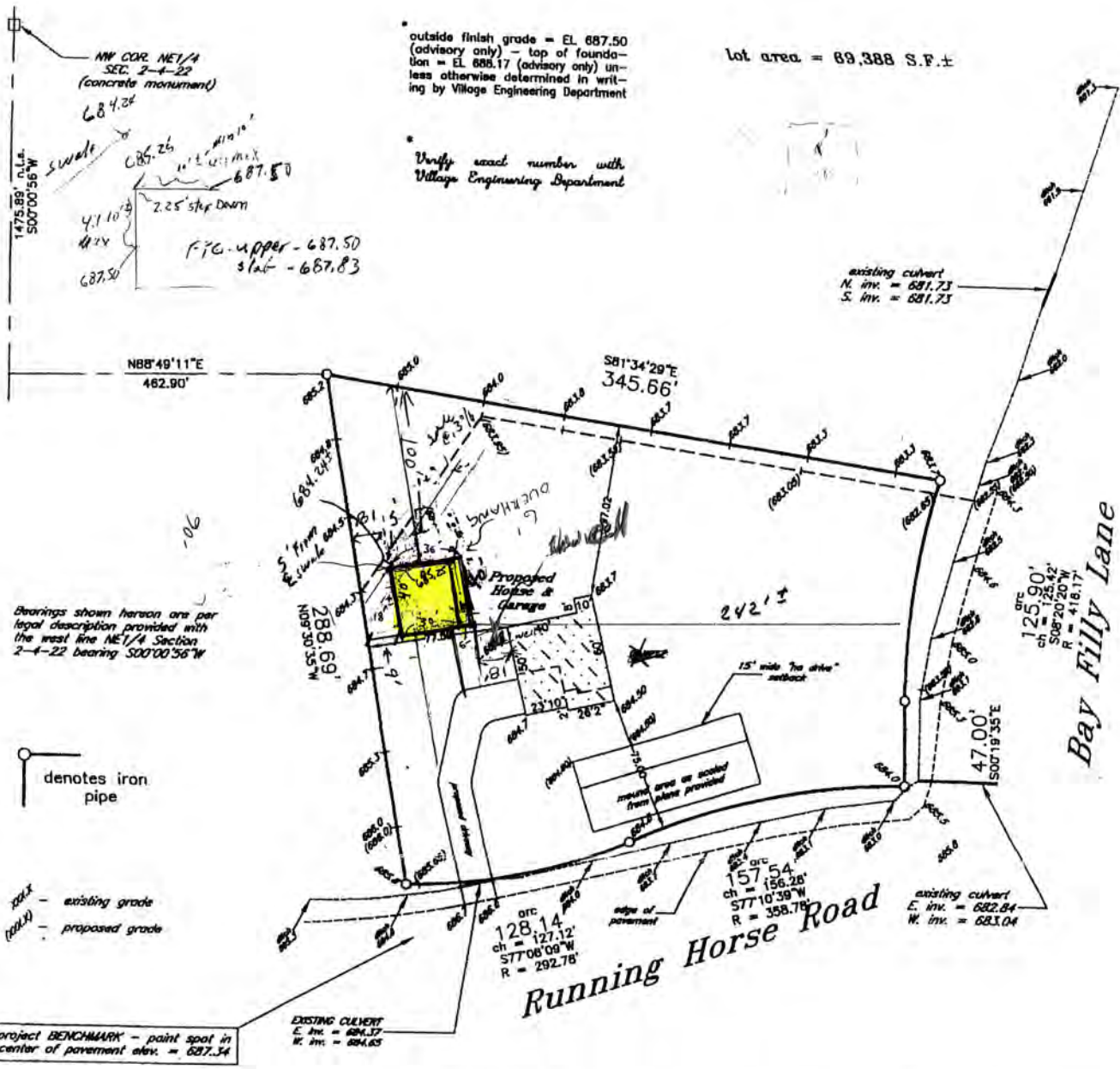
I recommend that the Village Board pass the following motion at the August 16th Village Board Meeting:

Move to approve a variance request for Feliks Zajaczkowski to construct an oversized structure/pole barn (approximately covered area 1,440 square feet total) at 6736 Running Horse Road subject to the following conditions:

- 1.) The oversized structure/pole barn must be constructed pursuant to the plans as presented and as approved by the Building Department.
- 2.) Site grading, FYG's and finished slab elevations to be determined by the Caledonia Engineering Department as part of the building permit conditions.
- 3.) An acceptable grading plan may be required to be submitted, reviewed and approved by the Public Works Director. Grading plans must provide proper drainage of the site, ensure that runoff will not create a problem with abutting properties and conform to all Village standards.
- 4.) Site shall be graded to conform to the grading plans as released for new home building permit. Swales must be installed and the area around the building graded so as to ensure proper drainage away from all buildings is maintained, to ensure that natural drainage is not restricted, and to ensure that runoff does not create a problem with abutting properties. Swales to be a minimum of 8" below the FYG's and have a centerline slope of no less than .8%. Side slopes on swales and around building are not to exceed 4:1.
- 5.) The building will need to be a minimum of 5' from the drainage swale that bisects the rear of the lot. Side slopes shall not exceed 4:1. This will require that the foundation be stepped down with side slopes not to exceed 4:1 at the northwest building corner. (See building plans and survey).
- 6.) Gutters must be installed on the building and be outletted to ensure that runoff does not create any drainage problems. This may require that they be tiled to drain internally on the lot or to the road ditch.
- 7.) Lot was extensively filled. May need additional work in foundation to reach suitable soils.
- 8.) The owners must sign a utility waiver form and the agreement stating building will be used for personal use only prior to the release of the Building Permit.
- 9.) Owners/contractors must use the existing driveway access to access the site.

CEDARWOOD COURT	S-9	COLLEGE POINT COURT	R-7	CRYSTAL SPRING	L-12	EAST FRONTAGE
CHAPEL LANE	K-12	COLLOVA DRIVE	K-11	CURLEY ROAD	R-7	EAST HOODS CRI
CHARLES STREET	P-5 to P-10	COLORADO COURT	N-11			EAST POINTVIEW
CHERRY TREE COURT	O-5	CONIFER CIRCLE	E-12	DAILY DOUBLE LANE	Q-7	EAST RIVER ROA
CHERRY WOOD COURT	R-9	CONLAINE DRIVE	R-9	DALE DRIVE	L-4	EASTWOOD RIDGE
CHESAPEAKE ROAD	J-12	CORONA DRIVE	J-11	DAN-MOR LANE	N-12	EAU GALLE ROAD
CHESTER LANE	O-8 to O-9	COUNT DRIVE	P-8	DARBY PLACE	S-8	EDGAR TERRACE
CHESTNUT DRIVE	P-8	COUNT TURF LANE	P-8	DAVID LANE	F-1	ELDERBERRY RO
CHEYENNE COURT	O-11	COUNTRY ROAD	Q-8	DEBBY LANE	F-11	ELDORADO DRIVE
CHRIS COURT	Q-9	COUNTRY LINE ROAD	G-1 to K-1	DEEPWOOD DRIVE	R-10	ELIZABETH STREE
CHRISTOPHER COURT	J-8	COUNTY TRUNK "G"	A-5 to D-5	DEER CREEK DRIVE	H-12	ELLEN DRIVE
CHRISTY CIRCLE DRIVE	H-5	COUNTY TRUNK "G"	E-4 to R-10	DEERFIELD ROAD	K-12	ELLIS AVENUE
CINDY DRIVE	N-10	COUNTY TRUNK "H"	D-5 to D-12	DUBLIN COURT	Q-6	EMMERTSEN ROA
CIRCLEWOOD DRIVE	P-5	COUNTY TRUNK "K"	A-10 to D-12	DUNDEE DRIVE	Q-9	ERIE STREET
CITATION DRIVE	S-8	COUNTY TRUNK "V"	B-1 to B-12	DUNKELOW ROAD	E-11 to I-11	EVERGREEN COUR
CITATION LANE	Q-7	CRAMFORD DRIVE	R-8	DORSET AVENUE	K-11	
CLIFFSIDE COURT	O-5	CRANBERRY LANE	N-12	DOUGLAS AVENUE	P-11 to P-12	FAIRWAY DRIVE
CLIFFSIDE DRIVE	O-4 to O-5	CREEK RIDGE DRIVE	P-5	DUANE COURT	E-1	FAYETTE DRIVE
CLOVER LANE	L-12	CRESTVIEW PARK DRIVE	O-5	DUSTIR DRIVE	P-5	FENCELINE ROAD
CLUBVIEW LANE	K-11	CROSSWAY DRIVE	R-8	DUTCHESS DRIVE	M-9	FIELDSTONE COUR
COACHLIGHT DRIVE	N-10	CROWN CHASE DRIVE	L-7			FINCH LANE
COBBLESTONE DRIVE	M-10	CROWN POINT DRIVE	P-9	EAGLE POINT DRIVE	K-11	FIRESIDE DRIVE





outside finish grade = EL 687.50 (advisory only) - top of foundation = EL 688.17 (advisory only) unless otherwise determined in writing by Village Engineering Department

Lot area = 89,388 S.F.±

Verify exact number with Village Engineering Department

Bearings shown hereon are per legal description provided with the west line NE1/4 Section 2-4-22 bearing S00°00'56\"/>

denotes iron pipe

--- existing grade
--- proposed grade

EXISTING CULVERT
N. Inv. = 684.37
S. Inv. = 684.65

project BENCHMARK - point spot in center of pavement elev. = 687.34

Proposed building field staked true size. Contractor to verify all dimensions before building by same. Refer to a current title report for easements or restrictions which may affect this site.

LEGAL DESCRIPTION AS FURNISHED: A tract of land in the Northeast 1/4 of Section 2, Township 4 North, Range 22 East, bounded and described as follows: Commence at the North 1/4 corner of said Section; thence North 88°49'11\"/>

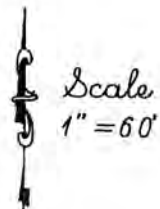
J.K.R. SURVEYING, INC.
8121 22ND AVENUE
KENOSHA, WI 53143



I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

[Signature]

Reg. Land Surveyor
March 18, 2020
Revised 4/2/20
Revised 4/6/20
Revised 4/7/20



6736 RUNNING HORSE RD

Plat of Survey of
PREMISES KNOWN AS TAX KEY NO:
104-04-22-02-016-000
in NE1/4 Section 2-4-22

VILLAGE OF CALEDONIA
RACINE COUNTY, WIS.

-for-
Newport Builders



Building Information

1. Building Use:	Code Exempt
2. Width:	30 ft
3. Length:	40 ft
4. Inside Clear Height:	10 ft
5. Floor Finish:	Dirt / Gravel
6. Post Embedment Depth:	4 ft
7. Footing Pad Size:	14 in x 4 in

Wall Information

1. Post Type:	Posts
2. Post Spacing:	8 ft
3. Girt Type:	Flat
4. Exterior Wall Panel:	Premium Pro-Rib
5. Exterior Wall Color:	Charcoal Gray
6. Trim Color:	White
7. Sidewall A Eave Light:	None
8. Sidewall B eave light:	None
9. Wall Fastener Location:	On the Rib
10. Eave Trim:	Yes
11. Gradeboard Type:	2x6 Treated Gradeboard

Interior Finish

1. Wall Insulation Type:	None
2. Wall Liner Type:	None
3. Roof Condensation Control:	None

Roof Information

1. Pitch:	4/12
2. Truss Spacing:	8 ft
3. Roof Type:	Premium Pro-Rib
4. Roof Color:	Black
5. Ridge Options:	Universal Ridge Cap
6. Roof Fastener Location:	On the Rib
7. Endwall Overhangs:	0 ft
8. Sidewall Overhangs:	0 ft
9. Skylight Size:	None
10. Ridge Vent Quantity:	None
11. Ceiling Liner Type:	None
12. Purlin Placement:	On Edge
13. Ceiling Insulation Type:	None

Accessories

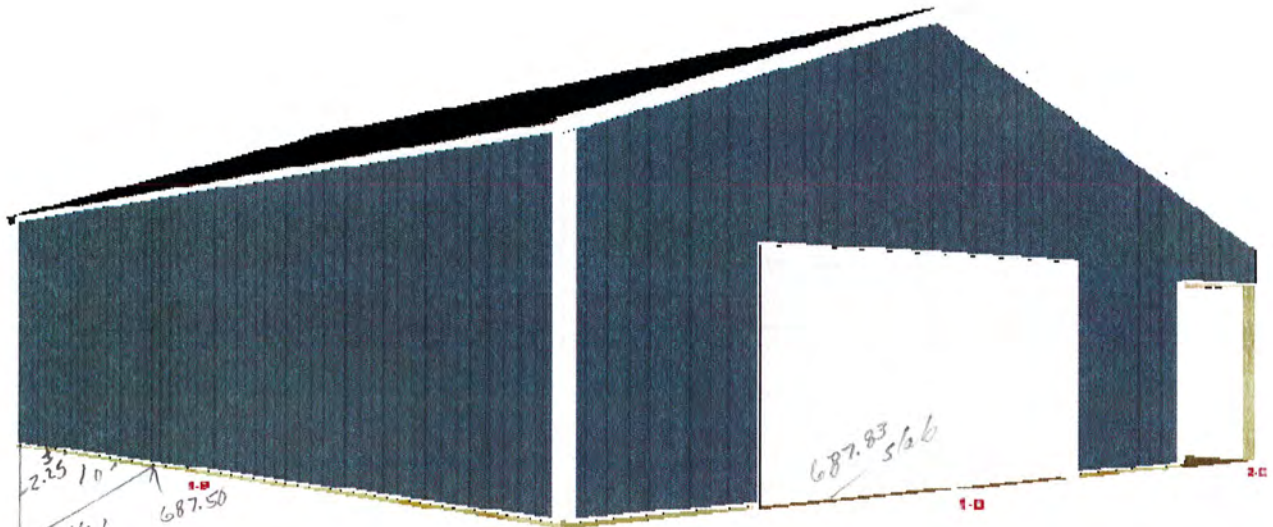
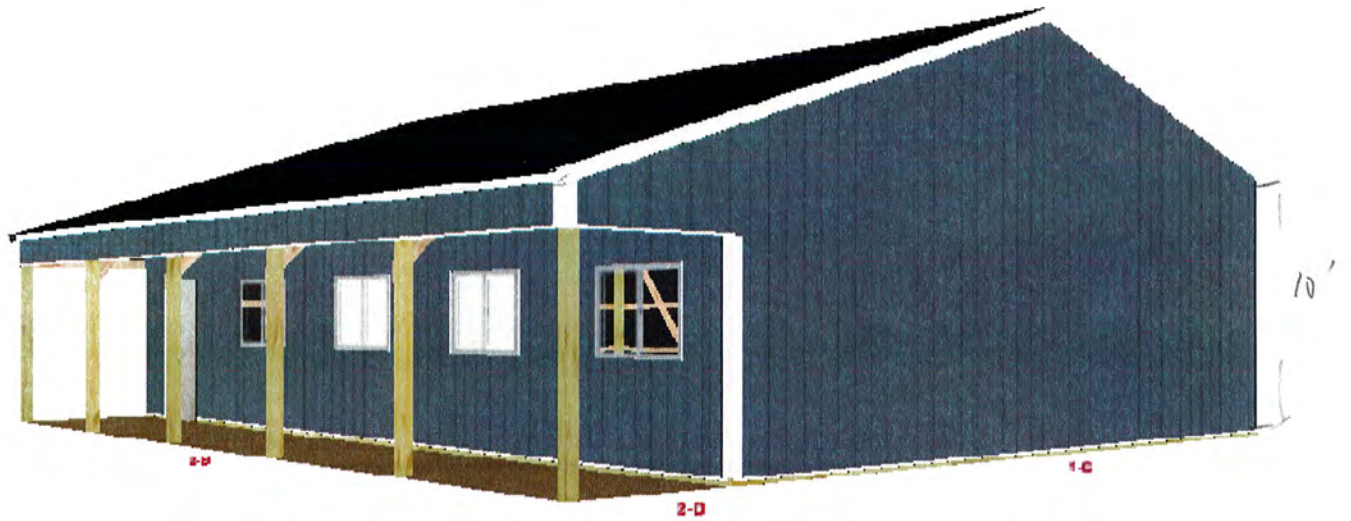
1. Outside Closure Strip:	Standard
2. Inside Closure Strip:	Standard
3. Gable Vent Type:	None
4. Cupola Size:	None
5. Gutters:	No
6. End Cap:	No
7. Snow Guard:	No
8. Mini Print:	Email Only

Design #: 303257706525
Estimate #: 43021
Store: OAK CREEK



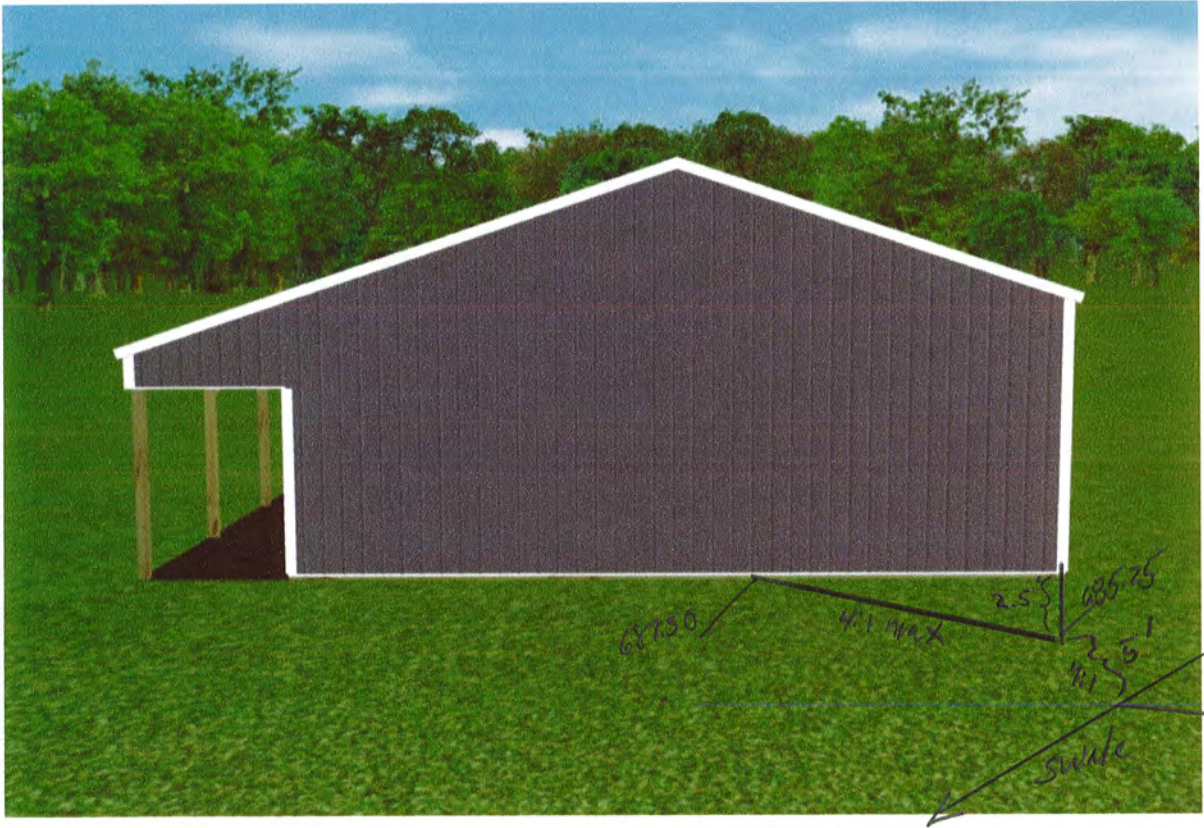
Post Frame Building Estimate
Date: Mar 24, 2021 8:39:28 AM

Elevation Views



Handwritten notes and dimensions:

- 687.20
- Q. Swale
- 2.25
- 10'
- 4:1
- 685.25
- 4'
- 5'
- 687.50



6x7.50
4.1 MAX
2.55
6x5.75
4.1
6x4.21
slide

VILLAGE OF CALEDONIA
VOLUNTEER APPOINTMENT APPLICATION



The Village appreciates your interest in serving on one of its Boards, Commissions, or Committees. **Please complete the form below and include a current resume.** The form and resume should be submitted to the Village Clerk's Office at 5043 Chester Lane, Racine, WI 53402 or email to jhoeffert@caledonia-wi.gov

Staff Use Only:

Date Rec'd: _____

Rec'd by: _____

Copy provided to: _____

If you have any questions, please contact the Village Clerk at (262) 835-6415. Information on Boards, Commissions, and Committees can be found at www.caledonia-wi.gov. When completing the form below, please answer each of the questions and indicate the board(s), commission(s) and/or committee(s) that you are interested in.

Name: David Gobis

Home Address: 7630 Douglas Ave

Email: davegobis@gmail.com

Work No.: _____

Home No.: _____

Cell No.: 262-994-1175

Please indicate which of the following you are interested in serving on, in order of preference (i.e., 1, 2, 3...):

- Caledonia Plan Commission
- Caledonia Utility District Commission
- Caledonia Police and Fire Commission
- Caledonia/Mt. Pleasant Joint Board of Health
- Caledonia Development Authority
- Caledonia Parks and Rec Advisory Committee
- Caledonia Sex Offender Residency Appeal
- Board Board of Appeals
- Board of Review

State the reason(s) why you want to serve on this Board, Commission and/or Committee(s)?

As a property owner who has been affected by three past variances and concered about the direction of these exceptions I would like to add some balance.

Are you familiar with the duties and responsibilities of this Board, Commission and/or Committee(s)?
Please describe them using your own words.

Yes, I have appeared and submitted comment

Have you observed any meetings of this Board, Commission and/or Committee(s)?
If yes, when and what was the subject matter of the meeting(s)?

On three occasions.

Do you hold an elective or appointed position or office? If so, what office(s) or position(s)?

CDA

Describe briefly your education and any work experience or other activity which in your opinion would be beneficial in carrying out the responsibilities of this Board, Commission and/or Committee(s)?

UW Parkside Business major, Executive Director of National Education Foundation dealing with site property limitations, 51 years of construction experience, 48 year resident.

If appointed to this Board, Commission or Committee, are there any other activities in which you are engaged which would interfere with your regular attendance or upon the duties required; if so, to what extent?

No

List other organizations of which you are a member.

CDA