

VILLAGE BOARD MEETING AGENDA
Monday, March 21, 2022 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**

5. **Approval of Minutes**
 - Village Board – March 7, 2022

6. **Citizens Reports (citizen comments are in-person only)**

7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks

8. **Ordinances and Resolutions**
 - A. **Ordinance 2022-07** – An Ordinance To Create A New Section 7-1-26, Renumber And Amend The Penalties Section 7-1-27 And Reserve Additional Sections For Future Use Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin, Relating To Keeping Of Chickens In Single-Family Residential Districts
 - B. **Ordinance 2022-08** – An Ordinance To Amend Section 7-1-10 Of The Code Of Ordinances For The Village Of Caledonia Relating To Licensable Or Permittable Animal Or Fowl Feces
 - C. **Ordinance 2022-09** – An Ordinance To Amend Section 7-1-13(E)(1); Section 7-1-13(E)(2)(A); And Section 7-1-13(E)(2)(B)(2) Of The Code Of Ordinances For The Village Of Caledonia Relating To Keeping Of Livestock Restricted
 - D. **Resolution 2022-27** – Resolution Authorizing The Village Of Caledonia Fire Department To Accept A Donation Towards The Purchase Of A Utility Task Vehicle
 - E. **Resolution 2022-28** – A Resolution Of The Board Of Trustees Of The Village Of Caledonia Approving A Park Use Agreement For Caledonia Baseball/Softball League, Inc. For Use Of The Crawford Park
 - F. **Resolution 2022-29** – Resolution Authorizing The Village Of Caledonia To Execute A Stormwater Detention Pond And Easement Agreement With TNG 19, LLC – Massenza CSM

9. **New Business**
 - A. Appointment(s) to the Utility District Commission
 - B. Appointment to the Police & Fire Commission
 - C. Appointment(s) to the Parks and Recreation Advisory Committee
 - D. Appointment(s) to the Plan Commission
 - E. Appointment(s) to the Board of Appeals
 - F. Appointment(s) to the Community Development Authority
 - G. Appointment to the Sexual Offenders Appeal Board
 - H. Appointment to the Board of Review
 - I. Appointment of Weed Commissioner

10. **Report from Village Administrator**

11. **Closed Session Items**

- A. The Village Board will take up a motion to go into CLOSED SESSION, Pursuant to s. 19.85(1)(g), Wis. Stat. conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the Village with respect to threatened litigation in which it may become involved, specifically as it relates to: the Sanitary Sewer Billing Charges for the Windpoint Apartment Complex, located at the Northwest corner of 3 Mile Road and North Main Street; **AND** pursuant to Wisconsin Statutes Sec. 19.85(1)(e) for the purpose of discussing potential future development projects in TIDs 3 and 4 in the Village.
- B. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the item discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda and any other agendas posted

12. **Adjournment**

**Village Board Meeting
March 7th, 2022**

1 - Order

Trustee Wishau called the Village Board meeting to order at 6:03 p.m. at the Caledonia Village Hall.

2 - Pledge of Allegiance

3 - Roll Call

Board: Trustee Wanggaard, Trustee Stillman, Trustee Wishau, Trustee McManus, and Trustee Martin.

Absent: President Dobbs and Trustee Weatherston were excused.

Staff: Also present were Administrator Kathy Kasper, Development Director Peter Wagner, Director of Public Services Anthony Bunkelman, Engineer Ryan Schmidt, Police Chief Christopher Botsch, and Fire Chief Jeff Henningfeld.

4 – Communications and Announcements

None.

5 – Approval of Minutes

Village Board – February 21st, 2022

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

6 – Citizens Reports

None.

7 – Committee Report

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

Village – \$ 208,067.60

Motion by Trustee Martin to approve the A/P checks as presented for \$208,067.60. Seconded by Trustee McManus. Motion carried unanimously.

8 – Ordinances and Resolutions

8A –Resolution 2022-17 – A Resolution Adopting The Caledonia 2022 Revised Salary Compensation Schedule Eliminating Administrative Assistant Building & Engineering And Creating Public Services Administrative Coordinator Requirements

The Resolution codifies the approval of this position that was discussed previously with the Personnel Committee and Special Board.

Motion by Trustee Martin to approve Resolution 2022-17. Seconded by Trustee Wanggaard.
Motion carried, unanimously.

8B – Resolution 2022-18 – A Resolution Adopting The Caledonia 2022 Revised Salary Compensation Schedule Eliminating Engineering Technician/Code Enforcement And Creating Planning & Zoning Technician

This Resolution codifies the approval of this position that was discussed previously with the Personnel Committee.

Motion by Trustee Martin to approve Resolution 2022-18. Seconded by Trustee Stillman.
Motion carried, unanimously.

8C – Resolution 2022-19 – Resolution Appointing Village Finance Director Wayne Krueger

Krueger will be starting on the last Wednesday in March.

Motion by Trustee Martin to approve Resolution 2022-19. Seconded by Trustee Stillman.
Motion carried, unanimously.

8D – Resolution 2022-20 – Resolution Of The Village Board Of The Village Of Caledonia To Appoint A Village Treasurer

Motion by Trustee Wanggaard to approve Resolution 2022-20. Seconded by Trustee Martin.
Motion carried, unanimously.

8E – Resolution 2022-21 – Resolution Authorizing The Village Of Caledonia To Award A Contract For The Hoods Creek Attenuation Basin Expansion Project

Additional storage capacity will be provided for the Root River storage shed. The lowest bidder was Miron Construction for \$10,209,403.20, less than the Engineer's estimate.

Motion by Trustee Martin to approve Resolution 2022-21. Seconded by Trustee McManus.
Motion carried, unanimously.

8F – Resolution 2022-22 – A Resolution Of The Village Board Of The Village Of Caledonia Naming An Improved Right-Of-Way In The Village Of Caledonia To Smerchek Lane

The road will be named after a fallen firefighter in our Village.

Motion by Trustee Wanggaard to approve Resolution 2022-22. Seconded by Trustee Stillman.
Motion carried, unanimously.

8G – Resolution 2022-23 – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Development Agreement For A 19 Lot Phase Of Prairie Pathways Subdivision; The Newport Group, Ltd, Owner / Nancy Washburn, Agent

Washburn was present and explained Phase IV. She further addressed how they moved through Phase III.

Motion by Trustee Stillman to approve Resolution 2022-23. Seconded by Trustee Martin.

Motion carried, unanimously.

8H – Resolution 2022-24 – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±1,860 Square-Foot Addition To The Existing Commercial Building And Expanded Parking Lot At 4630 Douglas Avenue, Village Of Caledonia, Racine County, WI; Ryan Rudie, Applicant, Thomas And Jaenne Torhorst Trust, Owner

Wagner explained the expansion and the design components.

Motion by Trustee Martin to approve Resolution 2022-24. Seconded by Trustee McManus.
Motion carried, unanimously.

8I – Resolution 2022-25 – Resolution Of The Village Board Of The Village Of Caledonia Accepting Ownership Of Parcels Of Land With Parcel Nos. 104-04-23-08-011-000 And 104-04-23-08-290-010 Located Along Lakeshore Drive From Racine County

The transfer would come at no cost to the Village. The County has been cleaning up on old, foreclosed parcels and contacted the Village if we were interested in parcels. The parcels that were foreclosed were close in proximity to Chapla Park in the Village.

Motion by Trustee McManus to approve Resolution 2022-25. Seconded by Trustee Stillman.
Motion carried, unanimously.

8J – Resolution 2022-26 – Resolution Of The Village Board Of The Village Of Caledonia To Approve A Sign Plan For The Development Located 4011 Nicholson Road; Dan Radke, Applicant, ProBio Re LLC, Owner

Sign code regulates the size, height, and the number of signs. This proposed sign plan exceeds the size limitation and an additional sign at the entrance.

Motion by Trustee Stillman to approve Resolution 2022-26. Seconded by Trustee McManus.
Motion carried, unanimously.

9 – New Business

10 – Report from Village Administrator

- Regarding TID 5, Cardinal Capital (CCM) will be having a Tracy Cross and Associates market study performed that will support obtaining financing; CCM hopes to have the study back within 3 – 4 weeks. There was also some preliminary marketing material that was presented for the condos. Bluff stabilization continues, and stones will be removed once the weather improves. CCM may need to modify the developer's agreement to reflect a change in the number of units potentially. There could be fewer units, but they are proposed to be more significant.
- TID 4 has the potential for multiple developers. Kasper anticipates that terms sheets and developers' agreements may be brought forward at the next Board meeting.
- IT service providers were interviewed, and proposals were reviewed and will likely be brought to the Finance Committee for further discussion.
- RFP for the fire consolidation study in the County was discussed.

- Tax delinquency notices were mailed from County.
- The Erie Street Sanitary Sewer improvements project starts on or around March 14th and will last approximately six weeks.

11A – A. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically to discuss (1) the tourism contract with Real Racine; and (2) regarding the Master Water Meter Installation Project affecting property west of North Main Street and South of Ber Wil Drive and specifically property at 4200 N. Main Street as set forth in the Relocation Order in Board Resolution 2021-66 and the acquisition of interests in land necessary for the project and associated costs.

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

Trustee Stillman – aye

Trustee Wanggaard – aye

Trustee Wishau – aye

Trustee McManus – aye

Trustee Martin – aye

Motion carried unanimously.

11B – B. The Village Board reserves the right to go back into OPEN SESSION, take action on any of the items discussed during the CLOSED SESSION including to authorize the expenditure of funds for the costs associated with finalizing the acquisition of interests including for acquisition services and to acquire the land interests necessary for the Master Water Meter Installation Project, including the issuance of jurisdictional offers, completing the purchases and if necessary, the issuance of award of damages, and to move to the remaining meeting agendas as posted

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

Motion by Trustee Martin to authorize the expenditure funds for the costs associated with finalizing the acquisition of interests including for the acquisition of services and to acquire the land interests necessary for the Master Water Meter Installation Project, including the issuance of jurisdictional offers, completing the purchases and the issuance of award of damages. Seconded by Trustee Stillman. Motion carried unanimously.

12 – Adjournment

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

Meeting adjourned at 6:59 p.m.

Respectfully submitted,
Joslyn Hoeffert, Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
3 RIVERS BILLING, INC.						
3	3 RIVERS BILLING, INC.	5880	ER EMS BILLING FOR FEBRUA	03/03/2022	4,558.27	100-00-46230 Ambulance/EMS Fees
Total 3 RIVERS BILLING, INC.:					4,558.27	
ACH - JAMES IMAGING						
897	ACH - JAMES IMAGING	31106973	TOSHIBA COPIERS - VILLAGE H	02/21/2022	1,322.20	100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					1,322.20	
ACH - QUADIENT FINANCE USA INC						
3898	ACH - QUADIENT FINANCE USA	POSTAGE	POSTAGE DOWNLOADED FOR	03/14/2022	1,500.00	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:					1,500.00	
ACH - SUPERFLEET						
1730	ACH - SUPERFLEET	EJ9940218202	FUEL FOR VEHICLES	03/02/2022	668.65	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					668.65	
ACH - TOSHIBA FINANCIAL SERVICES						
1998	ACH - TOSHIBA FINANCIAL SER	31106972	COPIER FOR COURT SYSTEM	02/21/2022	195.53	100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					195.53	
ACH - WE ENERGIES						
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	900.99	222-00-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	625.84	221-00-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	7,542.09	100-43-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	1,007.24	100-90-64290 Street Lighting
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	1,054.82	100-41-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	1,922.90	100-30-64140 Utilities
380	ACH - WE ENERGIES	4027051931	BILLING PERIOD 01/06/22 - 02/0	02/09/2022	3,936.84	100-35-64140 Utilities
380	ACH - WE ENERGIES	4029012493	STREET LIGHTS 01/01/22 - 02/1	02/11/2022	11,621.80	100-90-64290 Street Lighting
380	ACH - WE ENERGIES	4043085640	BILLING PERIOD 01/19/22 -02/17	02/17/2022	19.01	221-00-64140 Utilities
380	ACH - WE ENERGIES	4043085640	BILLING PERIOD 01/19/22 -02/17	02/17/2022	16.14	100-35-64140 Utilities
Total ACH - WE ENERGIES:					28,647.67	
ACH - WEX BANK / SPEEDWAY FLEET						
925	ACH - WEX BANK / SPEEDWAY	78836733	GAS FOR ALL FLEET WHILE PU	02/23/2022	682.50	100-30-63200 Fuel, Oil, Fluids
Total ACH - WEX BANK / SPEEDWAY FLEET:					682.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ARAMARK						
128	ARAMARK	1641509704	RUG DELIVERY - POLICE DEPT	01/12/2022	432.89	100-43-62100 Contracted Services
128	ARAMARK	1641551866	RUG DELIVERY - POLICE DEPT	03/09/2022	432.89	100-43-62100 Contracted Services
Total ARAMARK:					865.78	
BAYCOM						
183	BAYCOM	EQUIPINV_036	TWO COMPUTERS/DOCKS	03/08/2022	6,912.00	400-30-65030 Equipment
Total BAYCOM:					6,912.00	
BUY RIGHT, INC.						
273	BUY RIGHT, INC.	355672	DEF FOR E-11	03/14/2022	50.72	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					50.72	
CLEANCO RACINE, INC						
9021	CLEANCO RACINE, INC	5284	CLEANING SERVICES POLICE	03/15/2022	869.00	100-43-62100 Contracted Services
Total CLEANCO RACINE, INC:					869.00	
CLIFTON LARSON ALLEN LLP						
378	CLIFTON LARSON ALLEN LLP	3165950	AUDIT SERVICES - PROGRESS	02/28/2022	2,814.00	100-90-61300 Audit Services
Total CLIFTON LARSON ALLEN LLP:					2,814.00	
COMPASS MINERALS AMERICA						
391	COMPASS MINERALS AMERICA	968443	503.69 TN ROAD SALT	03/04/2022	36,280.79	100-41-64090 Road Maintenance Materials
391	COMPASS MINERALS AMERICA	972990	507.24 TONS ROAD SALT	03/11/2022	36,536.50	100-41-64090 Road Maintenance Materials
Total COMPASS MINERALS AMERICA:					72,817.29	
COMPLETE OFFICE OF WISCONSIN						
392	COMPLETE OFFICE OF WISCO	307498	PAPER, SCISSORS & CLIPS	03/08/2022	640.88	100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	309952	OFFICE SUPPLIES	03/14/2022	41.27	100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	312257	FILES, KNIFE	03/14/2022	61.44	100-13-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					743.59	
CONSERV FS INC.						
3962	CONSERV FS INC.	777003447	4,000 GAL NL GAS	03/16/2022	11,900.00	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:					11,900.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
CURALINC, LLC						
430	CURALINC, LLC	24305	2ND QUARTER EAP FEE	03/01/2022	797.85	100-90-62100 Contracted Services
Total CURALINC, LLC:					797.85	
D & S TECHNOLOGIES LLC						
436	D & S TECHNOLOGIES LLC	27107	TECH ONSITE MOVE FAX MAC	03/15/2022	125.00	100-30-64250 Equipment Repairs & Maintenanc
Total D & S TECHNOLOGIES LLC:					125.00	
DIVERSIFIED BENEFIT SERVICES						
525	DIVERSIFIED BENEFIT SERVIC	349516	MARCH 2022 HRA HEALTH REI	03/03/2022	647.08	278-00-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					647.08	
FIRE SERVICE INC.						
3900	FIRE SERVICE INC.	25556	RADIATOR CAP	03/14/2022	14.83	100-35-63300 Vehicle Repairs & Maintenance
Total FIRE SERVICE INC.:					14.83	
FOTH INFRASTRUCTURE & ENVIRO, LLC						
666	FOTH INFRASTRUCTURE & EN	76477	PROJECT #0019C031.04 TID #3	02/18/2022	7,717.00	413-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76481	TID #5 DOMINICAN LIFT STATIO	02/18/2022	23,421.06	415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76482	TID #5 CENTRAL LIFT STATION	02/18/2022	935.50	415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76486	TID #4 194 WATER DEMAND ST	02/18/2022	242.50	414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76487	PROJECT 0021C030.10 SCANN	02/18/2022	247.50	100-23163-043 Scannel Properties 499-DeBack
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					32,563.56	
FRANKSVILLE AUTOMOTIVE LLC						
679	FRANKSVILLE AUTOMOTIVE LL	12489	#213 OIL CHANGE	03/02/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12498	#203 OIL CHANGE AND TIRE SE	03/03/2022	97.85	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12503	#209 OIL CHANGE	03/04/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					209.09	
FRANKSVILLE OIL						
680	FRANKSVILLE OIL	4377	DIESEL FUEL FOR CFD VEHICL	03/14/2022	655.45	100-35-63200 Fuel, Oil, Fluids
Total FRANKSVILLE OIL:					655.45	
GALLS LLC						
693	GALLS LLC	020485400	OFC. HANLEY CLIP ON TIE	02/18/2022	7.99	100-30-50280 Clothing Allowance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total GALLS LLC:					7.99	
HEALTH & SAFETY INSTITUTE						
1	HEALTH & SAFETY INSTITUTE	1535060 02242	EMS ONLINE TRAINING	03/16/2022	2,403.70	250-35-64190 Fire Aids & Training
Total HEALTH & SAFETY INSTITUTE:					2,403.70	
HILLER FORD						
9211	HILLER FORD	479862	#205 WIRING HARNESS AND S	02/01/2022	539.06	100-30-63300 Vehicle Repairs & Maintenance
9211	HILLER FORD	481425	#206 OIL AND FILTER CHANGE	03/07/2022	54.78	100-30-63300 Vehicle Repairs & Maintenance
9211	HILLER FORD	481472	#218 OIL CHANGE AND REAR B	03/15/2022	595.31	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:					1,189.15	
IMPACT ACQUISITIONS LLC						
838	IMPACT ACQUISITIONS LLC	2445206	PRINTER CHARGE FOR 11/25/2	02/24/2022	137.23	100-90-62300 Office Equipment Rental & Main
Total IMPACT ACQUISITIONS LLC:					137.23	
JOHNS DISPOSAL SERVICE, INC.						
967	JOHNS DISPOSAL SERVICE, IN	815236	CONTRACTED BILLING GARBA	02/25/2022	87,880.60	240-00-62100 Contracted Services
967	JOHNS DISPOSAL SERVICE, IN	815236	CONTRACTED BILLING RECYC	02/25/2022	43,238.58	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:					131,119.18	
KORTENDICK HARDWARE						
1096	KORTENDICK HARDWARE	142688	DRUM LINERS FOR PARKS	06/14/2021	44.99	221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	147879	FLOOR SAVER MAT - VILLAGE	01/26/2022	15.29	100-43-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	148360	PAINT -PICNIC TABLES	02/18/2022	37.79	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	148609	CREDIT FOR RETURNED ITEM	03/14/2022	4.49	100-35-63300 Vehicle Repairs & Maintenance
1096	KORTENDICK HARDWARE	148722	LEVEL & SNAP LINE	03/09/2022	23.55	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	148753	SCREWS & HEX NUTS	03/10/2022	22.93	221-00-64070 Work Supplies
Total KORTENDICK HARDWARE:					140.06	
MARK SCHULZ						
1734	MARK SCHULZ	110321	11/3/2021 MILEAGE REIMBURS	03/17/2022	153.44	100-30-51300 Education/Training/Conferences
Total MARK SCHULZ:					153.44	
MENARDS RACINE						
1281	MENARDS RACINE	38786	CAULK AND SEALER	03/04/2022	22.75	100-41-64070 Work Supplies
1281	MENARDS RACINE	39021	NYLON ANCHOR LINE FOR FLA	03/08/2022	18.99	220-00-64070 Work Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MENARDS RACINE:					41.74	
NASSCO, INC.						
1371	NASSCO, INC.	6133551	45 GAL. CAN LINERS, 16 GAL.C	03/11/2022	117.93	100-43-64100 Janitorial Supplies
1371	NASSCO, INC.	6133553	BATH TISSUE, ROLL TOWEL, 1	03/11/2022	157.02	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:					274.95	
PAUL CONWAY SHIELDS						
1466	PAUL CONWAY SHIELDS	0488185	ANNUAL SERVICE ON COMPRE	03/14/2022	391.50	100-35-64250 Equipment Repairs & Maintenanc
Total PAUL CONWAY SHIELDS:					391.50	
PAYNE & DOLAN, INC.						
1474	PAYNE & DOLAN, INC.	02092022	DUP. PAYMENT #21-OSOW-15	03/15/2022	100.00	100-00-44310 Engineering Permits/Fees
Total PAYNE & DOLAN, INC.:					100.00	
RACINE AREA MANUFACTURES AND COMMERCE						
1580	RACINE AREA MANUFACTURES	1194113	RAMAC ANNUAL SERVICE DUE	03/02/2022	500.00	100-40-51320 Memberships/Dues
Total RACINE AREA MANUFACTURES AND COMMERCE:					500.00	
RACINE COUNTY ECONOMIC DEVELOPMENT CORP.						
1554	RACINE COUNTY ECONOMIC D	1593	Q1-2022 ANNUAL CONTRACT	03/10/2022	1,221.27	415-00-61400 Economic Development Services
1554	RACINE COUNTY ECONOMIC D	1593	Q1-2022 ANNUAL CONTRACT	03/10/2022	4,274.43	413-00-61400 Economic Development Services
1554	RACINE COUNTY ECONOMIC D	1593	Q1-2022 ANNUAL CONTRACT	03/10/2022	5,129.30	414-00-61400 Economic Development Services
Total RACINE COUNTY ECONOMIC DEVELOPMENT CORP.:					10,625.00	
RAY O'HERRON						
9176	RAY O'HERRON	2179928	AMMUNITION	03/09/2022	745.50	100-30-64070 Work Supplies
Total RAY O'HERRON:					745.50	
RDS TRUCK SERVICE INC.						
1603	RDS TRUCK SERVICE INC.	000511691	NEW AIR DRYER #44	03/02/2022	198.20	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00051725	S/S OIL PAN #44	03/10/2022	1,898.97	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00051726	OIL FILTER #44	03/10/2022	28.42	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:					2,125.59	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ROSE PEST SOLUTIONS						
1701	ROSE PEST SOLUTIONS	2985540	PEST CONTROL FIRE STATION	03/09/2022	78.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	2985541	PEST CONTROL FIRE STATION	03/09/2022	78.00	100-43-62100 Contracted Services
1701	ROSE PEST SOLUTIONS	2985542	PEST CONTROL VILLAGE HALL	03/09/2022	78.00	100-43-62100 Contracted Services
Total ROSE PEST SOLUTIONS:					234.00	
ROYAL CAR CARE INC.						
1708	ROYAL CAR CARE INC.	240031522	FEB CAR WASHES	02/28/2022	78.00	100-30-62100 Contracted Services
Total ROYAL CAR CARE INC.:					78.00	
SCHNABEL PRINTING AND INVITATION CENTER						
1033	SCHNABEL PRINTING AND INVI	124199	TIME CARDS	03/04/2022	134.60	100-30-64030 Office Supplies
Total SCHNABEL PRINTING AND INVITATION CENTER:					134.60	
SHRED-IT USA						
1800	SHRED-IT USA	8001161733	SHREDDING SERVICES STATIO	03/14/2022	75.00	100-35-62100 Contracted Services
Total SHRED-IT USA:					75.00	
SME SEASONAL SERVICES LLC						
1813	SME SEASONAL SERVICES LL	6268	PLOW & SALT SERVICES (2/17/	02/28/2022	850.00	100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	6288	PLOW & SALT SERVICES (2/22/	03/01/2022	1,200.00	100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	6309	PLOW & SALT SERVICES (2/24/	03/02/2022	340.00	100-43-62100 Contracted Services
Total SME SEASONAL SERVICES LLC:					2,390.00	
SQUARE ONE HEATING & COOLING						
1840	SQUARE ONE HEATING & COO	I31857	FALL/WINTER MAINTENANCE	01/10/2022	935.96	100-43-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:					935.96	
STRUCKN DESIGN						
9199	STRUCKN DESIGN	1318	209 REPLACEMENT GRAPHICS,	02/25/2022	1,220.00	250-30-64192 Police K9
Total STRUCKN DESIGN:					1,220.00	
UPS						
2047	UPS	0000F5A53610	POSTAGE TO MAIL BACK PLAN	03/14/2022	15.84	100-35-64040 Postage & Shipping
Total UPS:					15.84	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
UTILITY VENDOR REFUND						
8996	UTILITY VENDOR REFUND	3-11-2022	4 MILE ASSESSMENT REFUND -	03/13/2022	14,705.88	300-21110-000 Year End Accounts Payable
Total UTILITY VENDOR REFUND:					14,705.88	
VON BRIESEN & ROPER SC						
2091	VON BRIESEN & ROPER SC	385086	ERIE STREET PROFESSIONAL	03/15/2022	1,147.50	415-00-61000 Professional Services
Total VON BRIESEN & ROPER SC:					1,147.50	
WIS DEPT OF JUSTICE - CIB						
2162	WIS DEPT OF JUSTICE - CIB	L5203T020120	TIME CHARGES	03/07/2022	7.00	100-30-62100 Contracted Services
Total WIS DEPT OF JUSTICE - CIB:					7.00	
WISCONSIN DEPARTMENT OF JUSTICE						
509	WISCONSIN DEPARTMENT OF	157	OFC. COREY/TINGWALD TRAIN	03/04/2022	80.00	100-30-51300 Education/Training/Conferences
Total WISCONSIN DEPARTMENT OF JUSTICE:					80.00	
WISCONSIN HUMANE SOCIETY						
2180	WISCONSIN HUMANE SOCIETY	2231	ANIMAL SHELTER CONTRACT F	03/01/2022	695.00	100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:					695.00	
ZACKARY GIESE						
9215	ZACKARY GIESE	RECEIPT# 700	REFUND PERMIT FEES -ZACKA	03/15/2022	360.00	100-00-44300 Building Permits
9215	ZACKARY GIESE	RECEIPT# 700	REFUND PERMIT FEES -ZACKA	03/15/2022	46.80	100-00-44500 Neighborhood Planning Surcharg
Total ZACKARY GIESE:					406.80	
Grand Totals:					341,640.67	

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD						
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441602022	2/1/2022 FEBRUARY TELEPHON	100-43-64150 Communication Services	89.99-
2434	US BANK CORPORATE CARD	OFFICE DEPOT	225140931-00	REFUND ON DELIVERY	100-41-64030 Office Supplies	52.49-
2434	US BANK CORPORATE CARD	OFFICE DEPOT	225425428-00	TAX CREDIT ON DESK	100-41-64030 Office Supplies	34.74-
2434	US BANK CORPORATE CARD	OFFICE DEPOT	225426518-00	TAX REFUND ON CHAIR	100-41-64030 Office Supplies	24.22-
2434	US BANK CORPORATE CARD	DOT DMV WIN TVP EPAY SALE	351899107520	TVRP FEBRUARY 2022	100-32-64070 Work Supplies	.12
2434	US BANK CORPORATE CARD	DOJ WS2 EVA EPAY SALE FEE	WS2EVA00797	GARDINER TRAINING AT HART	100-30-51300 Education/Training/Conferences	.50
2434	US BANK CORPORATE CARD	DNR EPAY	WINACS01773	FEE FOR ATV REGISTRATION	100-30-63300 Vehicle Repairs & Maintenance	.60
2434	US BANK CORPORATE CARD	FOX VALLEY TECH COLLEGE	252000106020	SCHUSTER SAFETY AND SECU	100-30-51300 Education/Training/Conferences	3.56
2434	US BANK CORPORATE CARD	AMAZON	112-4672607-9	AMAZON - PENS	100-40-64030 Office Supplies	4.99
2434	US BANK CORPORATE CARD	HENRY SCHEIN	16720483	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	5.22
2434	US BANK CORPORATE CARD	DOT DMV WIN TVP EPAY SALE	351899107520	TVRP FEBRUARY 2022	100-32-64070 Work Supplies	6.00
2434	US BANK CORPORATE CARD	DMA EPAY EPCRA FEES	228899a	2021 TEIR II REPORT	100-41-62100 Contracted Services	6.13
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	WISCOM03819	REGISTER BACKFLOW PREVE	500-00-64240 Building Repairs & Maintenance	9.20
2434	US BANK CORPORATE CARD	AMAZON	112-4633542-3	WHITE CARD STOCK	100-40-64030 Office Supplies	12.98
2434	US BANK CORPORATE CARD	AMAZON	113-2014224-1	AMAZON-RECYCLE BIN	100-12-64030 Office Supplies	13.97
2434	US BANK CORPORATE CARD	ACTIVE911, INC.	379017	ACTIVE 911 FIRE CHIEF	100-35-62100 Contracted Services	14.00
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WINWOR0177	2/7/2022 ONLINE RECORD BAC	100-11-61000 Professional Services	14.00
2434	US BANK CORPORATE CARD	WALMART	1042000314	PITCH COUNTERS FOR BOARD	100-35-64030 Office Supplies	14.64
2434	US BANK CORPORATE CARD	AMAZON	111-9893231-0	RESTROOM SIGNS FOR ST. 12	100-35-64240 Building Repairs & Maintenance	15.12
2434	US BANK CORPORATE CARD	AMAZON	112-5316086-8	WATER BALL VALVE	100-41-64240 Building Repairs & Maintenance	16.79
2434	US BANK CORPORATE CARD	AMAZON	114-5107049-1	90 DEGREE IPAD CORD FOR M	100-35-64250 Equipment Repairs & Maintenanc	16.98
2434	US BANK CORPORATE CARD	AMAZON	112-7617179-5	AMAZON- 5X8 PAPER PADS	100-40-64030 Office Supplies	17.75
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	012017	PAINT BRUSHES	100-41-64250 Equipment Repairs & Maintenanc	19.33
2434	US BANK CORPORATE CARD	JOURNAL TIMES	90218	ORDINANCE 2022-02	100-11-64010 Notifications/Publications	19.72
2434	US BANK CORPORATE CARD	UDEMY:ONLINE COURSES	092100018820	02/21/2022 MICROSOFT EXCEL	100-11-51300 Education/Training/Conferences	19.94
2434	US BANK CORPORATE CARD	UDEMY:ONLINE COURSES	DP-6732576B5	MICROSOFT EXCEL FROM BEG	100-11-51300 Education/Training/Conferences	19.94
2434	US BANK CORPORATE CARD	UDEMY:ONLINE COURSES	DP-6732576B5	EXCEL COURSE MICHELLE TU	100-13-51300 Education/Training/Conferences	19.94
2434	US BANK CORPORATE CARD	UDEMY:ONLINE COURSES	US2022-57871	EXCEL CLASS	100-14-51300 Education/Training/Conferences	19.94
2434	US BANK CORPORATE CARD	KALAHARI RESORT	1499	CHIEF DINNER WHILE TRAININ	100-30-51300 Education/Training/Conferences	20.08
2434	US BANK CORPORATE CARD	AMAZON	114-1822637-1	COFFEE CUPS	100-30-64030 Office Supplies	20.49
2434	US BANK CORPORATE CARD	MENARDS RACINE	012522	1/25/22 DELIVERY CHARGE ME	100-11-64030 Office Supplies	21.00
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	D02050	PAINT THINNER	100-41-64070 Work Supplies	21.91
2434	US BANK CORPORATE CARD	AMAZON	112-6537517-7	BEARINGS	100-41-64250 Equipment Repairs & Maintenanc	23.01
2434	US BANK CORPORATE CARD	JOURNAL TIMES	90215	ORDINANCE 2022-01	100-11-64010 Notifications/Publications	23.79
2434	US BANK CORPORATE CARD	DOJ WS2 EVA EPAY SALE FEE	WS2EVA00797	TRAINING FEE FOR SGT. GARD	100-30-51300 Education/Training/Conferences	25.00
2434	US BANK CORPORATE CARD	AMAZON	111-1493013-1	GUARDIAN ANGEL MOUNTS	100-30-64070 Work Supplies	25.98
2434	US BANK CORPORATE CARD	SMARSH, INC.	071853526720	JAN 2022 CELL PHONE ARCHIV	500-00-64320 IT Infrastructure	28.25
2434	US BANK CORPORATE CARD	SMARSH, INC.	071853526720	JAN 2022 CELL PHONE ARCHIV	501-00-64320 IT Infrastructure	28.25
2434	US BANK CORPORATE CARD	JOURNAL TIMES	84474	HIGHWAY GARAGE STAINING	100-14-64070 Work Supplies	28.69
2434	US BANK CORPORATE CARD	STAMP CONNECTION	332811	INK STAMP FRONT OFFICE	100-14-64030 Office Supplies	29.70

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	ZOOM	INV129813424	ZOOM - 2022 JANUARY	100-60-64070 Work Supplies	29.98
2434	US BANK CORPORATE CARD	ZOOM	INV134758492	VIDEO CONFERENCE SERVICE	100-60-64070 Work Supplies	29.98
2434	US BANK CORPORATE CARD	DNR EPAY	WINACS01773	REGISTRATION FOR ATV	100-30-63300 Vehicle Repairs & Maintenance	30.00
2434	US BANK CORPORATE CARD	AMAZON	114-5292484-6	WATER FILTERS FOR REFRIGE	100-35-64240 Building Repairs & Maintenance	30.98
2434	US BANK CORPORATE CARD	AMAZON	114-3461900-3	HEAVY DUTY GARAGE HOOKS	100-35-64070 Work Supplies	30.99
2434	US BANK CORPORATE CARD	AMAZON	114-8727669-7	HEAVY DUTY PATIENT MOVER	100-35-64280 Medical Supplies	31.95
2434	US BANK CORPORATE CARD	ELITE K-9, INC.	248494B	24" TUG FOR LOUIE	250-30-64192 Police K9	31.95
2434	US BANK CORPORATE CARD	CALL MULTIPLIER	519585 020322	AUTO TEXT SENDER	100-30-62100 Contracted Services	32.00
2434	US BANK CORPORATE CARD	AMAZON	112-2243142-1	AMAZON - PENS	100-40-64030 Office Supplies	33.75
2434	US BANK CORPORATE CARD	AMAZON	114-9379227-2	BATTERIES/ENVELOPES	100-30-64030 Office Supplies	37.17
2434	US BANK CORPORATE CARD	AMAZON	111-9062731-7	AC ADAPTER/POWER STRIP FO	100-30-64030 Office Supplies	39.92
2434	US BANK CORPORATE CARD	RED ROBIN	440010	LUNCH FOR CHIEF AND PETE	100-35-64070 Work Supplies	47.28
2434	US BANK CORPORATE CARD	AMAZON	112-1457658-5	LED LIGHTS #39	100-41-63300 Vehicle Repairs & Maintenance	49.00
2434	US BANK CORPORATE CARD	KENDOR CORPORATION	00000001	TARP SUPPORT E-32	100-35-64250 Equipment Repairs & Maintenanc	49.90
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC048142	.41 TON COLD PATCH	100-41-64090 Road Maintenance Materials	51.25
2434	US BANK CORPORATE CARD	WISCONSIN CITY COUNT CFI	101982	WCMA ANNUAL MEMBERSHIP	100-13-51320 Memberships/Dues	51.50
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	11-08296-0950	BACKFLOW PREVENTER REGI	500-00-64240 Building Repairs & Maintenance	52.50
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	D11922	50 LBS CALCIUM CHLORIDE	100-41-64070 Work Supplies	53.98
2434	US BANK CORPORATE CARD	SLIP 2000	1944	GUN CLEANER	100-30-64070 Work Supplies	54.21
2434	US BANK CORPORATE CARD	JOURNAL TIMES	84344	ACCESSORY STRUCTURES &	100-60-64010 Notifications/Publications	56.38
2434	US BANK CORPORATE CARD	JOURNAL TIMES	84339	PUBLIC HEARING 7952 USH 41	100-23163-069 7952 USH 41 - Joy Peter	57.83
2434	US BANK CORPORATE CARD	CALL MULTIPLIER	519585021820	AUTO TEXT SENDER	100-30-62100 Contracted Services	59.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	88452	JAN 31 2022 MEETING	100-60-64010 Notifications/Publications	59.28
2434	US BANK CORPORATE CARD	JOURNAL TIMES	84341	PUBLIC HEARING NOTICE USH	100-23163-063 Right Trailers, Inc.	62.20
2434	US BANK CORPORATE CARD	WISCONSIN MUNICIPAL COURT	22522	2022 WMCA MEMBERSHIP REN	100-11-51320 Memberships/Dues	65.00
2434	US BANK CORPORATE CARD	WISCONSIN STEAM CLEANER	58818	WASH SOAP	100-41-64070 Work Supplies	70.00
2434	US BANK CORPORATE CARD	MILLER-BRADFORD & RISEBER	P31066	ENGINE OIL FILTERS #13	100-41-64250 Equipment Repairs & Maintenanc	71.92
2434	US BANK CORPORATE CARD	AMAZON	114-6540999-9	CEILING LIGHTS FOR BATHRO	100-35-64240 Building Repairs & Maintenance	79.98
2434	US BANK CORPORATE CARD	SHERWIN WILLIAMS CO.	SC048092	FIBER MIX BULK	100-41-64090 Road Maintenance Materials	80.00
2434	US BANK CORPORATE CARD	AMAZON	113-3829418-4	AMAZON - FOLDING/ROLLING	100-12-64070 Work Supplies	87.19
2434	US BANK CORPORATE CARD	JOURNAL TIMES	84671	TYPE A NOTICE OF SPRING EL	100-11-64010 Notifications/Publications	93.00
2434	US BANK CORPORATE CARD	ULINE	145391695	MAGNETIC ENVELOPE HOLDE	100-35-64030 Office Supplies	96.26
2434	US BANK CORPORATE CARD	AMAZON	113-6522605-7	MISC OFFICE SUPPLIES	100-13-64030 Office Supplies	98.36
2434	US BANK CORPORATE CARD	PAYPAL	O-7AE23729P	CLASS ON SOCIAL MEDIA POLI	100-35-51300 Education/Training/Conferences	99.00
2434	US BANK CORPORATE CARD	AMAZON	112-8910999-5	FAN RELAY FOR FURNACE	100-41-64240 Building Repairs & Maintenance	104.12
2434	US BANK CORPORATE CARD	METALWORLD INC	33727	BULK STEEL	100-41-64070 Work Supplies	106.10
2434	US BANK CORPORATE CARD	PAYPAL	0828	MEMBERSHIP DUES WIPEG FO	100-30-51320 Memberships/Dues	110.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	90623	RESOLUTION 2021-56	100-11-64010 Notifications/Publications	111.40
2434	US BANK CORPORATE CARD	AMAZON	112-4947670-6	AMAZON-SCISSOR, PAPER PAD	100-40-64030 Office Supplies	116.55
2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-20220	TLO CHARGES	100-30-62100 Contracted Services	119.10
2434	US BANK CORPORATE CARD	FOX VALLEY TECH COLLEGE	202202210003	SCHUSTER/CONFERENCE SAF	100-30-51300 Education/Training/Conferences	125.00

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	VERMEER WISCONSIN INC	20253503	NEW PULLY #42 CHIPPER	100-41-64250 Equipment Repairs & Maintenanc	135.54
2434	US BANK CORPORATE CARD	SOUND DECISION	33938	NEW RADIO #14	100-41-63300 Vehicle Repairs & Maintenance	140.00
2434	US BANK CORPORATE CARD	AMAZON	114-7005683-0	FLASH DRIVES FOR PSS	100-30-64030 Office Supplies	141.70
2434	US BANK CORPORATE CARD	FRANK BOUCHER	208581	SPARK PLUGS + WIRES #28	100-41-63300 Vehicle Repairs & Maintenance	145.35
2434	US BANK CORPORATE CARD	UW LOCAL GOV EDUCATION	351534	02/23/2022-02/25/2022 REGISTR	100-11-51300 Education/Training/Conferences	149.00
2434	US BANK CORPORATE CARD	WISC ASSOC OF HOMICIDE INV	1907	WAI CONFERENCE/ABBY	100-30-51300 Education/Training/Conferences	150.00
2434	US BANK CORPORATE CARD	AMERICAN MEDICAL SUPPLY	RADAR202202	BATTERY FOR HALL BOARDRO	100-43-64070 Work Supplies	150.37
2434	US BANK CORPORATE CARD	ULINE	65674652	MAIL SORTERS FOR STATION 1	100-35-64110 Small Equipment	158.93
2434	US BANK CORPORATE CARD	RITTERTECH	a89619-001	HYDRALIC FITTINGS	100-41-64250 Equipment Repairs & Maintenanc	172.87
2434	US BANK CORPORATE CARD	PATS SERVICES INC.	930468	PUMP 4,500 GAL WATER TANK	100-41-62100 Contracted Services	180.00
2434	US BANK CORPORATE CARD	KALAHARI RESORT	r1q564h76	HOTEL FOR CHIEF CONFEREN	100-30-51300 Education/Training/Conferences	182.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	83359	BUDGET PUBLIC HEARING	100-11-64010 Notifications/Publications	189.61
2434	US BANK CORPORATE CARD	IDEN TRUST	8128806	CERTIFICATE FOR MUNI COUR	100-32-64070 Work Supplies	199.00
2434	US BANK CORPORATE CARD	PATS SERVICES INC.	731898577920	PUMP HOLDING TANK	100-41-62100 Contracted Services	200.00
2434	US BANK CORPORATE CARD	JIMS GARAGE DOOR SERVICE,	209939	LIFT CABLE SNAPED	100-41-64240 Building Repairs & Maintenance	211.25
2434	US BANK CORPORATE CARD	AIRGAS NORTH CENTRAL	9121344584	50LBS WELDING RODS	100-41-64070 Work Supplies	216.40
2434	US BANK CORPORATE CARD	JOURNAL TIMES	89548	PUBLIC HEARING 4 MILE ROAD	100-11-64010 Notifications/Publications	240.08
2434	US BANK CORPORATE CARD	DMA EPAY EPCRA FEES	228899	2021 TIER II REPORTING	100-41-61000 Professional Services	245.00
2434	US BANK CORPORATE CARD	HENRY SCHEIN	15952324	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	245.90
2434	US BANK CORPORATE CARD	VERMEER WISCONSIN INC	20253295	V BELT AND ELEMENT	100-41-64250 Equipment Repairs & Maintenanc	273.78
2434	US BANK CORPORATE CARD	TREK BICYCLE RACINE	053552	EXCHANGE CAR MOUNT/NEW	250-30-64190 Police Dept Donations	286.49
2434	US BANK CORPORATE CARD	WISCONSIN STEAM CLEANER	58770	50' STEAMER HOSE	100-41-64250 Equipment Repairs & Maintenanc	298.89
2434	US BANK CORPORATE CARD	JIMS GARAGE DOOR SERVICE,	203940	DOOR CLUTCH W BUILDING	100-41-64240 Building Repairs & Maintenance	305.00
2434	US BANK CORPORATE CARD	TDS METROCOM	020122	02/01/2022 COMMUNICATION/ T	501-00-64150 Communication Services	329.08
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	020122	02/01/2022 COMMUNICATION /	500-00-64150 Communication Services	329.08
2434	US BANK CORPORATE CARD	UNIFIRST CORPORATION	0961220549	COVERALLS AND RAGS (JAN)	100-41-62100 Contracted Services	331.92
2434	US BANK CORPORATE CARD	DEPT OF SAFETY & PROF SER	565246	SCOTT SEYMOUR-2022 WINTE	100-40-51300 Education & Training	360.00
2434	US BANK CORPORATE CARD	DEPT OF SAFETY & PROF SER	CONF#572064	JAMES KEEKER 2022 WINTER	100-40-51300 Education & Training	360.00
2434	US BANK CORPORATE CARD	TAPCO	1719476	ROLL UP SIGNS (TREE CUTTIN	100-41-64090 Road Maintenance Materials	361.35
2434	US BANK CORPORATE CARD	AT & T	414R05002101	02/04/2022 COMMUNICATION LI	100-43-64150 Communication Services	395.02
2434	US BANK CORPORATE CARD	4TE*BUEL MANUFACTURING	21004	AIR HORNS	100-35-63300 Vehicle Repairs & Maintenance	395.48
2434	US BANK CORPORATE CARD	JOURNAL TIMES	90611	INSTALLMENT ASSESSMENT N	100-11-64010 Notifications/Publications	417.82
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2320438	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	429.82
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2313174,23143	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	454.12
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	WISCOM03819	REGISTER BACK FLOW PREVE	500-00-64240 Building Repairs & Maintenance	460.00
2434	US BANK CORPORATE CARD	HENRY SCHEIN	16147196	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	491.33
2434	US BANK CORPORATE CARD	AIRGAS NORTH CENTRAL	9121389887	OXYGEN,PROPYLENE,MIG WIR	100-41-64070 Work Supplies	491.42
2434	US BANK CORPORATE CARD	UWCC REGISTRATIONS	557019	SCOTT SEYMOUR- 2022 COM B	100-40-51300 Education & Training	495.00
2434	US BANK CORPORATE CARD	KONECRANES INC	154613441	CRANE INSPECTION #1	100-41-64240 Building Repairs & Maintenance	610.00
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501020	02/01/2022 FEBRUARY TELEPH	100-43-64150 Communication Services	622.68
2434	US BANK CORPORATE CARD	RITTERTECH	a91729-001	MISC. FITTINGS AND COUPLER	100-41-64250 Equipment Repairs & Maintenanc	630.90

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2434	US BANK CORPORATE CARD	RACINE TIRE & AUTO SERVICE	REF #0768	TIRES - BLDG DEPT ESCAPE	100-43-63300 Vehicle Repairs & Maintenance	660.00
2434	US BANK CORPORATE CARD	ACH - QUADIENT FINANCE USA	N9235354	POSTAGE MACHINE LEASE	100-11-64040 Postage & Shipping	690.69
2434	US BANK CORPORATE CARD	SMARSH, INC.	071853526720	JAN 2022 CELL PHONE ARCHIV	200-10-64320 IT Infrastructure	692.65
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2320439	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	696.00
2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	349674	JAN PARTS & TOOLS	100-41-64250 Equipment Repairs & Maintenanc	717.42
2434	US BANK CORPORATE CARD	MENARDS RACINE	563	1/25/2022 OFFICE SHELIVING	100-11-64030 Office Supplies	728.24
2434	US BANK CORPORATE CARD	ARAMARK	860112340013	JANUARY UNIFORMS	100-35-62100 Contracted Services	747.85
2434	US BANK CORPORATE CARD	SQ* NATIONAL TACTICAL OFF	20220900	TRAINING/SWAT COMMAND DE	100-30-51300 Education/Training/Conferences	750.00
2434	US BANK CORPORATE CARD	AT & T	287299115248	2/16/22 COMMUNICATION LINE	100-43-64150 Communication Services	805.80
2434	US BANK CORPORATE CARD	T AND N TIRE SERVICE	14010	NEW TIRES #34	100-41-63300 Vehicle Repairs & Maintenance	955.00
2434	US BANK CORPORATE CARD	LANDMARKERS	3637	339.9 GAL HEATING OIL	100-41-63200 Fuel, Oil, Fluids	1,074.82
2434	US BANK CORPORATE CARD	AT & T	287299115248	2/16/22 COMMUNICATION LINE	100-35-64150 Telephone	1,086.08
2434	US BANK CORPORATE CARD	IN*CHIMNEY SCRUBBER LLC	1123	CHIMNEY KIT	100-35-64110 Small Equipment	1,480.00
2434	US BANK CORPORATE CARD	BLUEBEAM	617225	BLUEBEAM	502-00-64300 IT Maintenance & Subscriptions	1,596.00
2434	US BANK CORPORATE CARD	AT & T	287299115248	2/16/22 COMMUNICATION LINE	100-30-64150 Communication Services	1,611.60
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441602022	2/1/2022 FEBRUARY TELEPHON	100-43-64150 Communication Services	1,742.78
2434	US BANK CORPORATE CARD	CONSERV FS INC.	65128151	ENGINE AND HYD OIL	100-41-63200 Fuel, Oil, Fluids	2,294.87
2434	US BANK CORPORATE CARD	VERMEER WISCONSIN INC	20253279	CLUTCH ARM +BEARING KIT	100-41-64250 Equipment Repairs & Maintenanc	2,650.34
2434	US BANK CORPORATE CARD	TREK BICYCLE RACINE	011322161401	TWO BIKES W/GEAR FOR PD	250-30-64190 Police Dept Donations	3,003.32
2434	US BANK CORPORATE CARD	GRAY'S INC	37481	PLOW BLADES	100-41-64080 Snow & Ice Materials	5,452.80
2434	US BANK CORPORATE CARD	KRIETE GROUP	R103007683:0	INJECTORS REBUILD #38	100-41-63300 Vehicle Repairs & Maintenance	6,534.10
Total US BANK CORPORATE CARD:						51,634.57
Grand Totals:						51,634.57

Ordinance No. 2022-07

AN ORDINANCE TO CREATE A NEW SECTION 7-1-26, RENUMBER AND AMEND THE PENALTIES SECTION 7-1-27 AND RESERVE ADDITIONAL SECTIONS FOR FUTURE USE OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING TO KEEPING OF CHICKENS IN SINGLE-FAMILY RESIDENTIAL DISTRICTS

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

1. That Section 7-1-26 of the Code of Ordinances for the Village of Caledonia be, and hereby is, created to read as follows:

"SEC. 7-1-26 KEEPING OF CHICKENS IN SINGLE-FAMILY RESIDENTIAL DISTRICTS

- A. **When Hens Allowed.** Within the jurisdictional limits of the Village, Hens are allowed by permit under this Section on property zoned single family residential that also contains an occupied single-family dwelling if kept in compliance with this Section. This ordinance is adopted under the Village's police power for the health, safety and welfare of its residence and for the protection of property.
- B. **Definitions.**
 - (1) **Chicken.** "Chicken" shall mean in this Section to include both Hens and Roosters generally.
 - (2) **Hen.** "Hen" shall mean in this Section a female Chicken.
 - (3) **Rooster.** "Rooster" shall mean in this Section a male Chicken.
- C. **Prohibitions.**
 - (1) **Roosters Not Allowed.** Roosters are prohibited on property that is permitted for Hens. Note: Roosters remain restricted as livestock under Sec. 7-1-13(e) of this Chapter.
 - (2) **Slaughtering.** Slaughtering of Chickens within the jurisdictional limits of the Village of Caledonia is prohibited except on properties properly zoned and approved for such use.
 - (3) **Bird Fighting.** The raising or keeping of Chickens for fighting and the fighting of Chickens is prohibited within the Village of Caledonia as per § 951.08, Wis. Stats.
 - (4) **Business Or Commercial Use Prohibited.** Nothing herein shall

be interpreted to authorize the conduct of a business or commercial use on a residential property. No sales of eggs, chicks, or chickens shall be made from any residential property.

D. Requirements.

- (1) **Where allowed.** Hens are not allowed in any residential zoning district except for single-family residential districts and on property that contains an occupied single family dwelling. Hens shall not be allowed to roam freely and must be contained to coops and runs as set forth below.
- (2) **Maximum number of Hens.**
 - (a) Up to five (5) hens shall be allowed on parcels that are 4 acres or less in size in compliance with this ordinance.
 - (b) Up to thirty-three (33) hens shall be allowed on parcels that are 5 acres or greater in size in compliance with this ordinance.
- (3) **Feed.** All feed for Hens must be kept in airtight containers that are out of reach of wild animals.
- (4) **Coops.** Hen coops are required to house the Hens on a property in compliance with this ordinance. An accessory building permit is required for all Hen coops. A Hen coop is a building structure that provides housing/shelter for Hens and shall meet the following requirements:
 - (a) Hens must be provided at least 3 square feet of floor space each.
 - (b) A coop must have minimum dimensions of 2 feet long by two feet wide by 4 feet tall.
 - (c) There must be at least 1 nesting box per hen.
 - (d) Coops must include elevated perches to ensure chickens are able to rest in their natural position.
 - (e) Coops must be structurally sound, insulated, moisture proof and kept in good repair.
 - (f) Coops must have vents to ensure proper ventilation during all times of the year.
 - (g) There must be a minimum of 1 foot of window for each 10

feet of wall space.

- (h) Coops must be clean, dry and kept in a neat and sanitary condition at all times and exist in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor, or other adverse impact.
 - (i) Waste from Hens must be properly disposed of according to Sec. 7-1-10.
 - (j) During the winter months to protect from inclement weather:
 - (1) Windows must be covered with clear plastic to minimize drafts. Air vents shall be installed to ensure adequate air quality for the Hens.
 - (2) Coops must be kept at a temperature of no less than 35° F.
 - (3) Water must not be frozen in the winter.
 - (k) Coops must provide access to the chicken run.
 - (l) No coop shall be located closer than 20 feet to any residential lot line on an adjacent lot. Coops (and their runs) must be located in the rear yard and must meet requirements of accessory structures under Section 16-1-1(a)(11) of this Code.
 - (m) Bedding. The material that covers the floor of a coop is commonly referred to as bedding and should be at least two inches thick. The primary function of the bedding is to absorb moisture from droppings, water spills, limit odors, and facilitate coop cleaning.
- (5) **Chicken Runs.** Hens must have access to an outdoor fenced structure that meets the following requirements:
- (a) Each Hen shall have at least 6 square feet of space each in the run.
 - (b) Minimum dimensions - 2 feet wide by 2 feet long by 3 feet tall.

- (c) Fencing must have spacing of no more than 1 inch.
- (d) Top of the run must be covered with fencing with spacing of one inch or less.
- (e) Fencing shall be buried 1 foot under the ground if the run is not mobile.
- (f) During the winter months to protect from inclement weather:
 - (1) The run must be surrounded by clear plastic on all sides. Air vents shall be installed to ensure adequate air quality for the Hens.
 - (2) The top of the run must be covered in clear plastic.
- (6) **General care requirements.** Hens must be properly cared for.
 - (a) Feed must be provided daily and must be proper for Hens in accordance with § 951.13.(1), Wis. Stats.
 - (b) Clean water must be provided at all times and changed daily in accordance with § 951.13. (2), Wis. Stats.
 - (c) All enclosures for the keeping of Hens shall be so constructed and maintained as to prevent rats, mice, other rodents, and animals from being harbored underneath or within the enclosure.

E. **Permit; Application and Review Process.** A permit from the Village is required in order to keep Hens on property as provided for under this ordinance. Only one permit shall be issued to each parcel number. Permits expire December 31 of each year. Applications shall be made prior to December 1st of each year including for renewals. Late fees will apply after January 31st of each year

- (1) Applicant shall submit the following to the Village Clerk's office:
 - (a) Completed initial or renewal permit application in a form from the Village's Clerk's office.
 - (b) A copy of the proof of registration of the property where Hens will be kept with the Wisconsin Department of

Agriculture, Trade, and Consumer Protection.

- (c) A plan that includes a scaled drawing of the parcel showing the proposed location of the coop and run. The drawing shall include dwelling units on properties within 100 feet of the proposed coop and run location.
 - (d) Fees as may be applicable
- (2) Review and Approval.
- (a) **Plan Review.** Prior to approval of the initial permit, the plan and location shall be reviewed and approved by Building Inspector or designee prior to approval of the initial Permit. Renewal applications do not require resubmission of the plan.
 - (b) **Site Inspection.** Prior to the initial permit, the intended site for the keeping of the Hens shall be inspected by the Zoning Administrator or their designee. Renewal applications do not require a site inspection if there have been no complaints and the plan has not changed.
 - (c) **Approval.** Initial and renewal permit applications shall be reviewed by the Village Clerk. The Village Clerk shall approve or deny such application or may, in their discretion, refer the application for review and action by the Legislative and Licensing Committee. Upon referral, the Legislative and Licensing Committee may approve or deny the application utilizing the same criteria under this Subsection. An “initial” application under this Section shall mean an application by a person that has not previously received a permit under this Section for the applied for location. A renewal application shall mean an application by a prior permittee for the same site with the same plans.
- F. **Application and Permit fee.** All fees under this ordinance shall be as set forth in the fee schedule as set by the Village Board by Resolution from time-to-time. The fees to be established are as follows: application fee, initial permit fee, renewal permit fee and late fee. These fees will not be prorated.
- G. **Complaints; Animal Cruelty.**
- (a) **Complaint Process; Revocation.** Any complaints about Chickens on property, whether for noncompliance, noise or nuisance, shall be

made to the Village Clerk's office. Whenever the Village, through its agents or employees, upon inspection of the property complained of, finds the condition of the property to be in violation of this Section, an order shall be issued by the Zoning Administrator or their designee, to the owner of the property (and occupant if different from owner) to correct said condition within 10 days. If the order is not complied with or the requirements of this Section are not met, the Village may refuse to approve or renew a permit under the Section. The Village may also revoke any permit granted for noncompliance after providing ten business days notice of the basis for the revocation and opportunity for hearing. Any permittee facing revocation may request a hearing before the Legislative and Licensing Committee pursuant to Title 4 of this Code. Once a permit is revoked, a permit shall not be reissued for three years. Nothing herein shall prevent the Village from issuing a citation for violation of any provisions of this Section at the time an order to correct is issued or notice of intent to revoke a permit is issued

- (b) **Animal Cruelty violations.** The following conditions are hereby determined to be animal cruelty under Sec. 7-1-18 of the Village's Code of Ordinances: noncompliance with the requirements for the care and keeping of Hens under this ordinance including inadequate food or water, dirty coop, improper temperature conditions, sick or unhealthy Hens, and improper size coop and run.
- (c) Multiple violations, meaning three or more violations of this Section are a sufficient basis for the Village's revocation of a permit, non-issuance of a permit and/or nonrenewal of a permit.”

2. That Section 7-1-26 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered and amended to read as follows:

"SEC. 7-1-30 PENALTIES.

- (a) Any person violating Sections 7-1-5, 7-1-15, 7-1-16, 7-1-17, 7-1-18, 7-1-19, 7-1-20, 7-1-21, 7-1-22, 7-1-23, 7-1-24, 7-1-25 and 7-1-26 shall be subject to a forfeiture of not less than Fifty Dollars (\$50.00) and not more than Two Hundred Dollars (\$200.00). This Section shall also permit the Village Attorney to apply to the court of competent jurisdiction for a temporary or permanent injunction restraining any person from violating any aspect of this Ordinance.
- (b) (1) Anyone who violates Sections 7-1-1, 7-1-2, 7-1-3, and 7-1-4 of this Code of Ordinances or Chapter 174, Wis. Stats., shall be subject to a forfeiture of not less than Twenty-five Dollars (\$25.00) and not more than Two Hundred Dollars (\$200.00) for the first offense and not less than One

Hundred Dollars (\$100.00) and not more than Four Hundred Dollars (\$400.00) for any subsequent offenses.

(2) An owner who refuses to comply with an order issued under Section 7-1-5 to deliver an animal to an officer, isolation facility or veterinarian or who does not comply with the conditions of an order that an animal be quarantined shall be fined not less than One Hundred Dollars (\$100.00) nor more than One Thousand Dollars (\$1,000.00) or imprisoned not more than sixty (60) days or both.

(c) Any person who violates Section 7-1-6 through, 7-1-14 of this Code of Ordinances shall be subject to a forfeiture of not less than Twenty-five Dollars (\$25.00) and not more than One Hundred Dollars (\$100.00) for the first violation and not less than Fifty Dollars (\$50.00) and not more than Two Hundred Dollars (\$200.00) for subsequent violations.

(d) Each and every day that a violation of this Chapter exists constitutes a separate daily violation for which a separate daily penalty can be imposed."

3. That Sections 7-1-27 to 7-1-29 are reserved for future use.

4. That this ordinance shall take effect on May 16th and upon adoption and publication as required by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of March, 20____.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

ORDINANCE NO. 2022-08

AN ORDINANCE TO AMEND SECTION 7-1-10 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA RELATING TO LICENSABLE OR PERMITTABLE ANIMAL OR FOWL FECES

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

1. That Section 7-1-10 of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

- “(a) Public and private property. It shall be unlawful for any person in immediate control of any Licensable or Permittable Animal or Fowl to permit fecal matter which is deposited by such Licensable or Permittable Animal or Fowl while off of its own premises to remain on any street, alley, sidewalk, lawn, field or any public property, and it shall be solely the responsibility of the person in control of such Licensable or Permittable Animal or Fowl to immediately, after deposit, remove all fecal matter and dispose of the same. Any person owning or having control of a Licensable or Permittable Animal or Fowl on any property, public or private, which is not owned or occupied by such person shall promptly remove excrement left by such Licensable or Permittable Animal or Fowl and place it in a proper receptacle, bury it or flush it in a toilet on property owned or occupied by such person. This Section shall not apply to a person who is visually or physically handicapped. Any person causing or permitting a Licensable or Permittable Animal or Fowl to be on any property, public or private, not owned or occupied by such person shall have in his or her immediate possession a device or object suitable for removal of excrement and a depository for the transmission of excrement to the property owned or occupied by such person.
- (b) Complaints. Any adult person alone or together with other adults may seek relief from Licensable or Permittable Animal or Fowl fecal matter deposits as described in Subsection (a) above by a complaint to the Police Department in the same manner and procedure as set forth in Section 7-1-6(c)(2).”

2. That this ordinance shall take effect on May 16th and upon adoption and publication as required by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of March, 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Ordinance No. 2022-09

AN ORDINANCE TO AMEND SECTION 7-1-13(e)(1); SECTION 7-1-13(e)(2)(a); AND SECTION 7-1-13(e)(2)(b)(2) OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA RELATING TO KEEPING OF LIVESTOCK RESTRICTED

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

1. That Section 7-1-13(e)(1); of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“(e) Keeping of Livestock Restricted.

- (1) Definition. "Livestock" means cattle, equine as that term is defined in Sec. 895.481(1)(a), swine, sheep, goats, farm-raised deer as that term is defined under Sec. 95.001(1)(ag), Wis. Stat., and other such animals susceptible to use for commercial purposes, including domesticated fowl, such as chickens (except as may be permitted under Sec. 7-1-26), turkeys, geese, ducks, guineas, or other poultry. For the purposes of determining the number of units of livestock allowed on a parcel each unit of livestock shall equal 1000 pounds worth of livestock which shall be calculated pursuant to s. NR 243.03(3) of the Wisconsin Administrative Code.”

2. That Section 7-1-13(e)(2)(a); of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“(2) Keeping of Livestock.

- a. Prohibition. It shall be unlawful for any person to keep any livestock within the Village unless otherwise permitted by this Chapter, and specifically by Sec. 7-1-26, or by the Zoning Code which has been adopted by the Village pursuant to Title 16 of this Code of Ordinances.”

3. That Section 7-1-13(e)(2)(b)(2) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

“(b) Exceptions.

2. Residential Use. Livestock, except Chickens as that term is defined under Sec. 7-1-26, may be kept on any parcel zoned for residential

use provided the area of the parcel is at least five acres and the livestock is housed more than 150 feet from every residence not on that parcel. The first two acres shall contain no more than one unit of livestock. Thereafter, each additional unit of livestock shall require one additional acre of land unless otherwise allowed by conditional use permit. The keeping of Chickens, as that term is defined under Sec. 7-1-26, on residentially zoned parcels shall only be permitted in accordance with Sec. 7-1-26 of this Code.”

4. That this ordinance shall take effect on May 16th and upon adoption and publication as required by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2022-27

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA FIRE DEPARTMENT TO ACCEPT A DONATION TOWARDS THE PURCHASE OF A UTILITY TASK VEHICLE

WHEREAS, the Village of Caledonia Fire Department identified a need for a Utility Task Vehicle (UTV) to aid in emergency efforts; and

WHEREAS, the Fire Department has identified the specific UTV to be purchased at a cost of \$29,000; and

WHEREAS, the Fire Department has raised the majority of the funds through various fundraising efforts; and

WHEREAS, Geiger Family Foundation has donated the remaining funds of \$20,000; and

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Fire Department is authorized to accept the donation of \$20,000 from Geiger Family Foundation, and that Fire Chief and the Village Administrator are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of March, 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

**RESOLUTION NO. 2022-28
(3/21/2022)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
CALEDONIA APPROVING A PARK USE AGREEMENT FOR CALEDONIA
BASEBALL/SOFTBALL LEAGUE, INC. FOR USE OF THE CRAWFORD PARK.**

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

WHEREAS, the Village of Caledonia owns and operates Crawford Park located at 5199 Chester LN, Racine, WI 53402, which is located in the Village of Caledonia; and

WHEREAS Caledonia Baseball/Softball League, INC. has a history of playing baseball at the ball diamond at Crawford Park; and

WHEREAS, the Village of Caledonia and Caledonia Baseball/Softball League, INC wish to enter into an agreement governing the use of Crawford Park by Caledonia Baseball/Softball League, INC;

NOW THEREFORE BE IT RESOLVED THAT, the Board of Trustees of the Village of Caledonia approves the agreement set forth in **Exhibit A** with an effective date of April 1, 2022.

Adopted by the Board of Trustees of the Village of Caledonia, Racine County, Wisconsin, this ____ day of March, 2022.

Village of Caledonia

By: _____
James Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

**PARK USE AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA
AND CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC.**

This Park Use Agreement (the "Agreement") is made and entered into as of the date last executed by either Party below, (the "Effective Date"), by and between the **VILLAGE OF CALEDONIA**, (the "Owner"), and **CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC.** (the "User"), as represented by a Board Member. Referenced together, the Owner and the User are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the Owner operates Crawford Park located at 5199 Chester Ln, Racine, WI 53402, (the "Park"), which is located in the Village of Caledonia (the "Village") and shown in **Appendix A**; and

WHEREAS, **Appendix A** also depicts the location LCpl Daniel R. Wyatt Ballpark, which includes the concession stand and two ball diamonds located in the Park; and

WHEREAS, the User operates a youth baseball league for Caledonia children, which needs a baseball diamond to play its games and a concession stand to operate concessions; and

WHEREAS, the Parties wish to enter into an agreement governing the use of the Park by the User; and

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) **Term; Not Assignable.** This Agreement shall be in effect for the period from April 1, 2022 through September 1, 2022 for operations and for the purpose of cleaning the concession stand. This agreement shall have an initial term of one year from the effective date. Upon expiration of the initial term, this agreement shall automatically renew from year to year for a period of five years from the initial term or until either party notifies the other in writing of an intent not to renew the contract. The Village's Public Services Director or Designee is authorized to give a notice of not to renew under this Agreement. Any notice of termination is required to be delivered between the month of September 1, 2022 and March 15, 2023. This Agreement is not assignable by the User.
- 2) **No Ownership Granted.** This Agreement does not grant any ownership interests.
- 3) **Concession Stand.** The User shall have all property removed from the concession stand and the stand completely cleaned by August 31, 2022 unless the Owner grants additional time in writing at least thirty (30) days in advance. Other than the dates indicated, such use of the concession stand is not exclusive, and the Village Board or Village staff reserves the right to rent the concession stand to third parties at all other times outside of the listed period without prior notification to the User. The Owner reserves the right to rent the shelter area attached to the concession stand to any third party at any time it is not reserved by the User and without notice to the User.

- 4) **Ball Diamonds; Not Exclusive Use.** This Agreement allows the User use of the two ball diamonds at Crawford Park for the term above. This does not authorize exclusive-use of the ball diamonds; members of the public may use these areas before the fields have been prepped by the User or are not in-use for User activities and prior to 3:00 p.m. on weekdays. Weekdays are defined as Monday through Friday. For avoidance of doubt, unless specifically authorized by the Village's Public Services Director or Designee, the fields should not be prepped before 3:00 pm on weekdays.
- 5) **General use of the Park.** The Park is a public Park, and nothing in this agreement prohibits use of the Park for by the general public.
- 6) **Permits/Approvals.** The User shall be responsible for all needed permits and approvals from any governmental entity related to the operation of the concession stand and for staffing the concession stand at any time it is in operation.
- 7) **Inventory/Equipment.** The User shall be solely responsible for providing and maintaining all inventory and equipment at the concession stand. The Owner reserves the right to refuse use of any inventory or equipment it deems unreasonable, excessive or unsafe or that may damage the premises.
- 8) **Keys.** The User shall have access to four (4) keys for the concession stand, the accompanying storage room and the adjacent restrooms at all times. If any keys are lost, the User shall be responsible for costs for rekeying the locks if determined necessary by the Owner. The User shall be responsible for ensuring that the restrooms are open and accessible to the general public at all times the concession stand is in use. The User shall lock the restrooms when games are completed at the end of each day or immediately after the games are concluded if activities will conclude for the day at that time. The User shall ensure that the restrooms are clean at the end of each day of use by the User. The User shall place all full bags of trash and boxes from restroom in the assigned area as agreed upon by the Parties for pick-up. The User shall return the keys to the Owner by August 31, 2022.
- 9) **Cleaning; Maintenance.** The User shall be responsible for the cleaning and general maintenance of the LCpl Daniel R. Wyatt Ballpark area for the term of this Agreement during and after games and practices. The User shall make certain that the grounds, concession stand (daily cleaning after use), and surrounding areas are clean and presentable at all times while in use. The User shall be responsible for maintaining the ball diamonds and returning them at the end of the season in a condition equal to or better than they were received at the start of the season. The Owner shall be responsible for the cleaning and general maintenance at all other times. The User shall ensure that the restrooms are clean at the end of each day of use by the User. The User shall place all full bags of trash and boxes in the assigned area for pick-up. The bathrooms will be clean and fully stocked by the Owner at the beginning of each weekday. User shall be responsible to restock supplies in the bathrooms as needed each day during use.

- 10) **Repairs.** Any repairs that are needed to the concession stand or grounds must be reported to the Owner (Public Services Director or designee) in a timely manner, and a reasonable time must be allowed for repairs to be completed. Beyond the normal wear and depreciation of assets, the User is responsible for any damages to the premises and facility. The Owner reserves the right to bill the User for repairs and or maintenance as a result of any damage, waste and/or neglect caused by the User or its invitees and guests during the term of this Agreement.
- 11) **Supplies.** The User shall provide all supplies required for field preparation, including, but not limited to, chalk, and related equipment. The User shall provide all first aid supplies to its participants, invitees and guests. The Owner will spray for weeds as it determines necessary prior to the season and provide help and direction to the User in prepping the diamonds for the start of the season to ensure that the preparation is in compliance with Owner requirements. The Owner shall provide all supplies required for the bathrooms, including, but not limited to, toilet paper, hand towels and soap for washing hands. The User shall restock for needs over the course of the day.
- 12) **Improvements.** Permanent improvements shall only be installed with prior approval of Owner at the cost of the User, unless otherwise agreed by Owner. Any permanent improvements to the premises will become property of the Village of Caledonia. Examples of permanent improvements include lighting, adding dirt to low areas, possible drain tiles and reseeding the grass. Temporary equipment and signage require prior approval by Owner. Banners may be temporarily placed on the premises with the prior approval of the Owner. Any banners placed shall be maintained in good condition or taken down if damaged. Owner reserves the right to sell advertising space and place permanent or temporary signs and banners on any part of the premises, including, but not limited to, fencing, scoreboards and permanent structures except for the areas referred to in appendix B during the duration of this Agreement. Banners may be displayed on the premises by the User for the duration of this Agreement. See **Appendix B** for the Users placement of banners. However, in no case shall any banner be placed on the concessions building or bathroom building.
- 13) **Storage Space.** The User will be provided space in the Maintenance Building at Crawford Park to store one motorized piece of equipment to be used for dragging the fields and a limited number of manual tools and supplies needed for proper field upkeep and preparation, such as rakes, wheelbarrows, lining machines, etc. All items must be clearly marked as "Property of Caledonia Ball," or similar wording, and must be removed by August 31, 2022, unless granted specific permission in writing at least 30-days prior from the Owner to leave them in the Maintenance Building. The Village of Caledonia, the Owner and its employees, officials, volunteers and any agents thereof shall not be held responsible for any loss or damage to any items or property left on Park premises.
- 14) **Insurance.** Owner assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the Park. User shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. No less than 15 days prior to the first calendared Event, User shall provide Owner with

evidence of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements, in forms reasonably satisfactory to Owner. All insurance shall be issued by insurers with a license to do business in the State of Wisconsin. User's insurance coverage shall be primary and noncontributory as respects Owner, the Village, including all of its respective officials, officers, employees and agents. User's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

- a) Comprehensive Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) aggregate; policy shall provide coverage for volunteers and invitees and guests of User.
 - b) Owner, the Village of Caledonia, and its respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability and Automobile Liability by specific endorsement.
 - c) Workers Compensation: When applicable- Statutory Limits;
- 15) **Hold Harmless; Indemnification.** The User agrees to protect, save, defend and hold harmless and indemnify the Village of Caledonia and its boards, commissions, committees, and each member of said boards, commissions and committees, and all Caledonia's officials, agents and employees, from any and all claims, liabilities, expenses or damages of any nature, including attorney fees and litigation costs, for injury or death of any person, or damage to Premises, including any liability under environmental protection laws, or interference with use of Premises, arising out of or in any way connected with the User's activities under this Agreement, other than with respect to any negligent acts, errors or omissions or willful misconduct by the Village of Caledonia, or its employees, officials or agents. This hold harmless shall apply to all liability regardless of whether any insurance policies are applicable, and any policy limits shall not act as a limitation upon the amount of indemnification to be provided. If the Village of Caledonia initiates legal or other action to enforce the terms of this Agreement and the outcome is in favor of the Village of Caledonia, the User shall be liable to the Village of Caledonia for reasonable attorney's fees and costs in enforcing the terms of this Agreement. User shall indemnify the Owner, the Village of Caledonia, along with all its respective officials, officers, agents, and employees, from, and hold them harmless against all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of User's use of the Park related to the novel virus COVID-19.
- 16) **COVID-19 Waiver of Liability:** User, its employees, volunteers, players, parents, and other attendees, by utilizing Owner's park, may be exposed to or have an increased risk of contracting or spreading COVID-19. User hereby accepts the risk of contracting COVID-19 for User's employees, volunteers, players, parents, and other attendees. User, its employees, volunteers, players, parents, and other attendees hereby forever releases and waives any right to bring suit against Owner, the Village of Caledonia, and Owner's officers, directors,

managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Park. User understands that this waiver means User, its employees, volunteers, players, parents, and other attendees give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim they may have to seek damages, whether known or unknown, foreseen or unforeseen.

- 17) **Scheduling.** The User will provide the Owner a schedule of all games and events, such as tournaments, prior to April 1, 2022 and these times shall be considered reserved. Every effort will be made by the Owner to block out additional weeknights and Saturday mornings during the listed period to allow for make-up games and team practices. The Owner cannot reserve or rent out the ball diamonds to a third party at Crawford Park for the listed period without written approval from the User unless the User is notified prior to April 1, 2022 of not more than 6 separate dates during the terms of this Agreement.
- 18) **Consideration.** In exchange for assuming the upkeep of the fields and Ballpark area, no other remuneration will be required from the User for related expenses for the duration of this Agreement, except as may be required to repair attributable to uses by the User under this Agreement.
- 19) **Copies of permits and certificates.** The User shall provide copies of its certificate of insurance, permits related to the operation of the concession stand and User schedules prior to receiving keys on April 1, 2022.
- 20) **Pre-term and Post-term Walkthrough; Deposit.** A representative of the Owner and a representative of the User will perform a walk-through of the facilities prior to the exchange of keys on or about April 1, 2022 at which time any deficiencies will be noted and addressed. The User shall pay the Owner a Deposit of \$750, due by April 1, 2022. Representatives of the two parties will again walk-through and inspect the facilities at the end of the season and prior to August 31, 2022. The Deposit will be refunded to the User within 30-days, minus any charges based on condition, damage or deficiency attributable to the User. The parties may agree to allow the Deposit to roll over from year-to-year.
- 21) **Termination.** The Owner shall notify User in writing of any conditions listed above that are not being followed by the User. The User will be required to resolve the defaulted condition within a reasonable amount of time and provide the Owner a written solution within 10 days. If the User does not provide the written solution within 10 days, the Owner will have the right to terminate this License under Agreement. The User shall be provided five (5) days advance written notice of termination and afforded the opportunity for corrective action before termination takes effect, except in the case of an emergency in which the premises are deemed unsafe or to prevent additional damage from occurring to the premises and in such case the Owner is not required to give notice prior to corrective action. If the Village incurs any costs for corrective action, User shall be responsible for the cost. The Village Public Services Director is authorized to provide any necessary notice of Termination under this Agreement or notices to correct or violation.

- 22) **User Waiver.** The User hereby waives all right to any claim for compensation for any loss or damage sustained by reason of and defect, deficiency, failure, or impairment to the water supply, drainage, electrical, or any systems provided by the Owner or the Village of Caledonia. The Owner and the Village of Caledonia shall not be liable for any claim if the premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the intended use provided for herein. The Owner and the Village of Caledonia shall have no liability to User for any injury, or damage caused by third parties, or by any condition of the facilities.
- 23) **Safe Use Required.** All standard Village Park Ordinances, rules and regulations apply to this use. The User, its employees, subcontractors, vendors, guests, patrons, and invitees shall use the premises in a safe, careful and lawful manner, and use reasonable, best efforts not to allow any act to be done which will alter, mar, deface, or injure any part of the premises, or other property of Crawford Park. The User shall conduct all operations in compliance with all fire, health and safety standards specified by applicable law.
- 24) **No Discrimination.** User shall not discriminate against any participant, employee or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service or privileges offered to, or enjoyed by, the general public.
- 25) **Fee Structure.** The fee schedule that sets forth the costs and charges for the use of Crawford Park Grounds and/or Services shall be in accordance with the fee schedule adopted by the Village of Caledonia from year-to-year. User agrees to pay Caledonia Village the fees specified in such adopted fee schedule that is on file with the Village of Caledonia.
- 26) **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- 27) **Notices.** All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly

provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To User:

Caledonia Baseball/Softball League, Inc.
Robin Posnanski
PO Box 194
Franksville, WI 53126

With a copy to the Registered Agent per WI DFI Record of User.

To Owner:

Village of Caledonia
Village Clerk
5043 Chester Lane
Racine, WI 53402

With a copy to the Village
of Caledonia Public Services Director at the same address:
Either party may designate a new address for purposes of this Agreement by
written notice to the other party.

[The remainder of this page is intentionally left blank]

The Parties have executed this Agreement effective as of April 1, 2022.

VILLAGE OF CALEDONIA

By: _____
James Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC.

By: _____

Name: _____

Title: _____

APPENDIX A

EXHIBIT A



Signage will be sold and placed in the following order:

- 1) On the fence of the dugouts
 - a. Dugouts facing the parking lot
- 2) On the fence
 - a. Behind the Grandstand
 - or
 - b. Dugouts facing the walkway behind the concession stand
- 3) On the fence behind Homeplate

2



3



4



5



6



7

**RESOLUTION NO. 2022-29
(03/21/2022)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
STORMWATER DETENTION POND AND EASEMENT AGREEMENT WITH TNG 19,
LLC – MASSENZA CSM**

WHEREAS, the Caledonia Utility District has conditionally approved a Storm Water Management Plan and Site Grading & Drainage Plan for TNG 19, LLC. for the construction of the Massenza CSM. The Storm Water Management Plan and the Site Grading & Drainage Plan for the development require the installation of a Drainage Pond and Drainage Facilities on the property. As a condition of approval of the Storm Water Management Plan and Site Grading Plan for TNG 19, LLC., a Stormwater Easement shall be granted over the Drainage Pond and Drainage Facilities.

WHEREAS, the Owner, TNG 19, LLC. will execute said Stormwater Detention Pond and Easement Agreement.

WHEREAS, the Caledonia Utility District has recommended authorizing the President & Secretary of the Caledonia Utility District to execute the Stormwater Detention Pond and Easement Agreement at their March 9, 2022 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Stormwater Detention Pond and Easement Agreement in order to allow it to be recorded.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the execution of the Stormwater Detention Pond and Easement Agreement as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, is approved and that the Village President and Village Clerk are authorized to execute said Stormwater Detention Pond and Easement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of March, 2022.

VILLAGE OF CALEDONIA

By: _____
James R Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Document Number

**Stormwater Detention Pond
and Easement Agreement**

Name and Return Address
Mr. Anthony A. Bunkelman P.E.
Village of Caledonia
Engineering Department
5043 Chester Lane
Racine, Wisconsin 53402

51-104-04-22-33-016-001
51-104-04-22-33-016-002
Parcel Identification Number (PIN)

STORM WATER DETENTION POND AND EASEMENT AGREEMENT

This Storm Water Detention Pond and Easement Agreement is made the ____ day of _____, 2022, by and between **TNG 19, LLC (and its members)**, a Wisconsin limited liability company with offices located at 8338 Corporate Drive Suite 300, Mount Pleasant, WI 53406, referred to in this Agreement as “Owner”, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the “Grantees”.

RECITALS:

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described on Page 1 of Exhibit X attached hereto and incorporated herein. Said real property is referred to in this Agreement as the “Property”.

B. As a part of the approval by the Grantees of a development of the Property, the Grantees have required the Owner to create and then construct, at the Owner’s own cost and expense, a storm water detention pond within the area of the Property described and depicted on Page 2 of Exhibit X attached hereto and incorporated herein. Said stormwater detention pond is referred to in this Agreement as the “Detention Pond”.

The said Detention Pond, to be constructed by the Owner on the Property, shall be constructed in accordance with (i) the Plan Documents, diagrams, and specifications and (ii) the Development Agreement dated November 14, 2018, that the Owner and the Village previously entered into for the development of the Property. A copy of the Plan and Development Agreement is on file with the Village Clerk and the Public Services Director, at their offices in the Village Hall of the Village of Caledonia. The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner’s responsibility to maintain the Detention Pond and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement and access easement (referred to in this Agreement as the “Storm Water, Access & Maintenance Easement”) over certain portions of the Property, described on Page 2 of Exhibit X attached. The portions of the Property described on Page 2 of Exhibit X are referred to in this Agreement as the “Storm Water, Access & Maintenance Easement Area”. The Storm Water, Access & Maintenance Easement Area grants to the Grantees, and their employees, officials, commissioners, contractors, consultants, agents, pedestrian, vehicular and construction equipment to and from the public roadways servicing the Property and the Storm Water, Access & Maintenance Easement Area.

D. As used in this Agreement, the term “Drainage Facilities” shall mean drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Storm Water, Access & Maintenance Easement Area from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

AGREEMENT:

For \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of the Detention Pond and Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Detention Pond and Drainage Facilities, including, without limitation, mowing, control of weed and algae growth, repair of erosion, and the removal of trees, brush, vegetation and silt, and all other obstacles to the flow of surface water to and from the Detention Pond and Drainage Facilities, so that the Detention Pond and Drainage Facilities function properly and to their design capacity for the storage and conveyance of storm water and so that there are no obstructions interfering with the location, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Detention Pond and Drainage Facilities both during the construction thereof and thereafter and in conformity with this Agreement and the Ordinances of the Village of Caledonia and any restrictive covenants applicable to the Property. The Owner shall prevent the Detention Pond and Drainage Facilities from becoming a nuisance.

2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace the Detention Pond and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Detention Pond and Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements, and emergency action, including, without limitation, any construction, engineering, legal and administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levying of said assessments in accordance with Wisconsin Statutes Section 66.0703.

3. Alteration or Changes of the Detention Pond or Drainage Facilities. The Owner shall not make or construct any alteration or change of the Detention Pond or Drainage Facilities, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the Detention Pond or Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.

4. Indemnification, Hold Harmless, Release and Insurance. The Owner hereby agrees to indemnify and hold harmless the Grantees, and their agents, commissioners, officials and employees, from and against any and all expenses (including reasonable attorney's fees), claims, damages, liabilities and costs whatsoever, whether known or unknown, arising from the existence, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities. The Owner hereby releases the Grantees, and

their agents, commissioners, officials and employees, from and against any and all expenses (including reasonable attorney's fees), claims, damages, liabilities and costs whatsoever, whether known or unknown, arising from the existence, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities and any action performed by Grantees, and their agents, commissioners, officials and employees. The Owner shall carry general liability insurance covering the Property and, if requested by Grantees, provide Grantees with certificates of said coverage.

5. Grant of Easement. The Owner grants to the Grantees, and their contractors, successors and assigns:

- (a) A permanent and perpetual easement and right-of-way over, across, under and through the Storm Water, Access & Maintenance Easement Area for conveying surface and storm waters over, across, under and through the Property and for storing surface and storm waters in, and draining, conveying and transporting of surface and storm waters to and from, the Detention Pond and Drainage Facilities, including, without limitation, the right to enter upon the Storm Water, Access & Maintenance Easement Area with workers, materials and equipment, for the purpose of constructing, using, operating, cleaning, maintaining, altering, repairing and replacing the Detention Pond and Drainage Facilities.
- (b) A permanent and perpetual easement and right-of-way over, across, and through the Storm Water, Access & Maintenance Easement Area for ingress and egress to and from the Detention Pond and Drainage Facilities for the purpose of transporting workers, materials, and equipment in connection with the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Storm Water, Access & Maintenance Easement Area;
- (c) The right to cut down and remove or trim all trees, bushes or other vegetation existing within the Storm Water, Access & Maintenance Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Storm Water, Access & Maintenance Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Storm Water, Access & Maintenance Easement Area, or (ii) ingress and egress to the Detention Pond and Drainage Facilities via the Storm Water, Access & Maintenance Easement Area; and
- (d) The right to remove any fences, structures or improvements located within the Storm Water, Access & Maintenance Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Storm Water, Access & Maintenance Easement Area, or (ii) maintain ingress and egress to the Detention Pond and Drainage Facilities via the Storm Water, Access & Maintenance Easement Area.

6. Restrictions On the Storm Water, Access & Maintenance Easement Area. The Owner covenants and agrees that:

(a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Storm Water, Access & Maintenance Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Storm Water, Access & Maintenance Easement Area will not be altered without the written consent of the Grantees.

7. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Storm Water, Access & Maintenance Easement Area or (ii) ingress and egress to the Detention Pond and Drainage Facilities via the Storm Water, Access & Maintenance Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall not be required to replant any trees, bushes or other vegetation that would interfere with the (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Detention Pond and Drainage Facilities within the Storm Water, Access & Maintenance Easement Area, or (ii) ingress and egress to the Detention Pond and Drainage Facilities via the Storm Water, Access & Maintenance Easement Area.

8. Non-Use. Non-use or limited use of the rights granted in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

9. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

10. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

11. Stormwater Maintenance. Attached hereto as Exhibit Y is a document entitled "Massenza Storm Water Management Practice Maintenance Agreement". This document, including its own Exhibits A, B, and C, shall be, and through this Agreement, hereby is a restrictive covenant (referred to in this Agreement as the "Restrictive Covenant") on the Property imposing duties and obligations on the Owner, its successors and/or assigns in title, for the Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of the Detention Pond and Drainage Facilities

**OWNER:
TNG 19, LLC**

BY: _____
Raymond C. Leffler, Member

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2022, the above-named **Raymond C. Leffler**, a Member TNG 19, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA

BY: _____
James R. Dobbs, President

ATTEST: _____
Joslyn Hoeffert, Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2022, the above-named **James R. Dobbs, President** and **Joslyn Hoeffert, Clerk**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, Racine County, WI

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: _____
Howard Stacey, President

ATTEST: _____
Michael Pirk, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2022, the above-named, **Howard Stacey, President** and **Michael Pirk, Secretary**, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This Instrument Was Drafted By: Anthony A. Bunkelman P.E., Public Services Director

Exhibit X – Legal Description

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

Project Name: **Massenza**

Map Produced By: **Pinnacle Engineering Group**

Location: **Being part of the Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.**

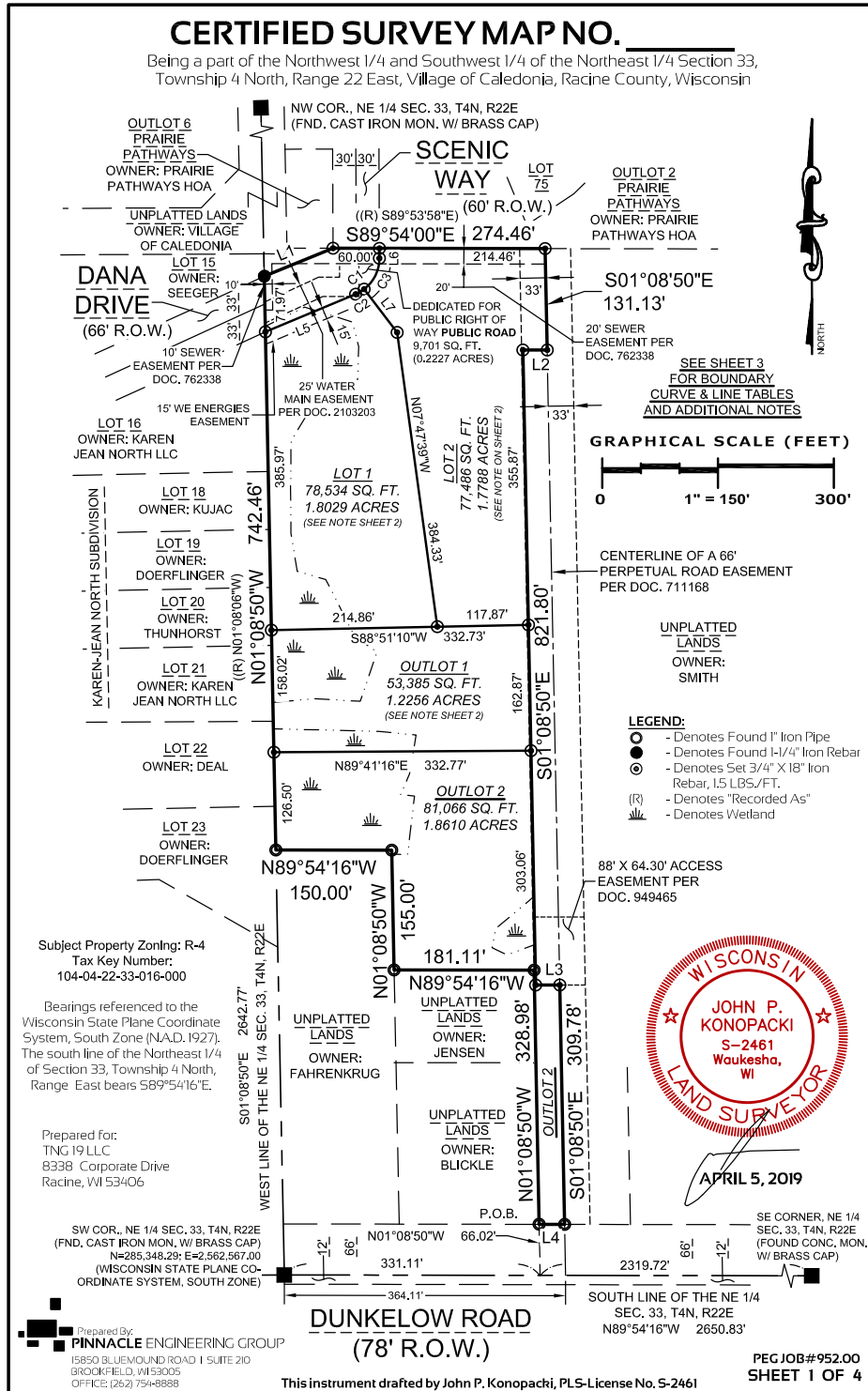


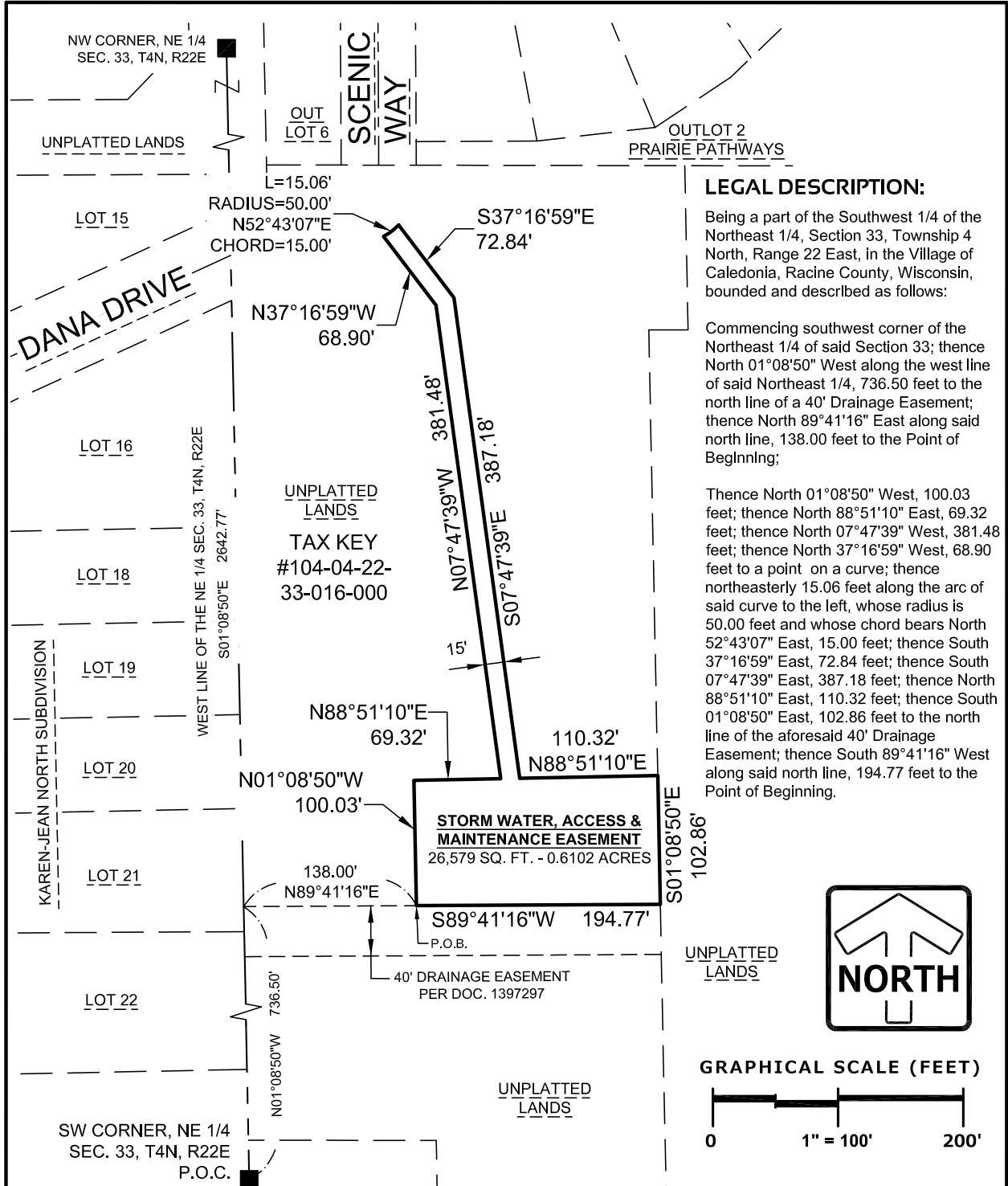
Exhibit X (con't) – Easement

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

Project Name: **Massenza**

Map Produced By: **Pinnacle Engineering Group**

Location: **Being part of the Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.**



Massenza
Storm Water Management Practice
Maintenance Agreement

Document Number

TNG 19, LLC as “Owner” of the property described below, in accordance with State and the Village of Caledonia Code of Ordinances agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Management Plan conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit ___: Legal Description of the real estate for which this Agreement applies (“Property”).

Exhibit ___: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit ___: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Name and Return Address

TNG 19, LLC
8338 Corporate Drive
Mount Pleasant, WI 53406

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in Exhibit ___.
2. The Owner shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit ___.
3. The Village of Caledonia, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit ___. Upon written notification by Village of Caledonia or their designee, the Owner shall, at their own cost and within a reasonable time period determined by the Village of Caledonia, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Caledonia and complete any maintenance or repair work recommended in the report. The Owner shall be liable for the failure to undertake any maintenance or repairs.
4. Upon notification by the Village of Caledonia of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Caledonia.
5. If the Responsible Party does not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the Village of Caledonia is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Caledonia, no notice shall be required prior to the Village of Caledonia performing emergency maintenance or repairs. The Village of Caledonia may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns.

104-04-22-33-016-000

Parcel Identification Number(s) – (PIN)

Owner: _____

By: _____

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me this _____ day of _____, 20__, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires _____

Village of Caledonia:

Village President

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me this _____ day of _____, 20__, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

Village of Caledonia:

Village Clerk

This document was drafted by:

**Pinnacle Engineering Group
15850 West Bluemound Road
Suite 210
Brookfield, WI 53005**

Exhibit A – Legal Description

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

Project Name: **Massenza**

Map Produced By: **Pinnacle Engineering Group**

Location: **Being part of the Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.**

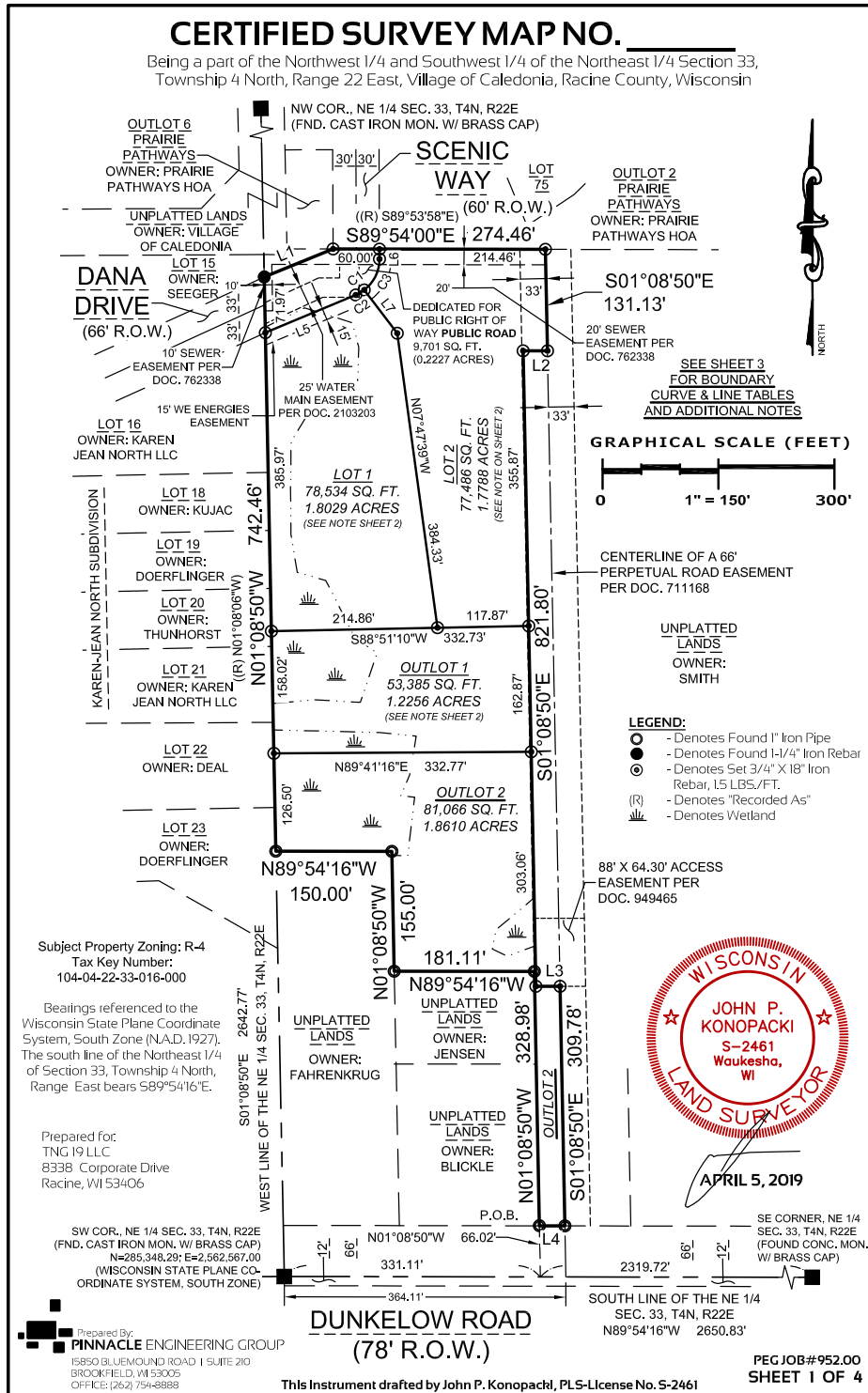


Exhibit A (con't) – Easement

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

Project Name: **Massenza**

Map Produced By: **Pinnacle Engineering Group**

Location: **Being part of the Southwest ¼ and Northwest ¼ of the Northwest ¼ of Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.**

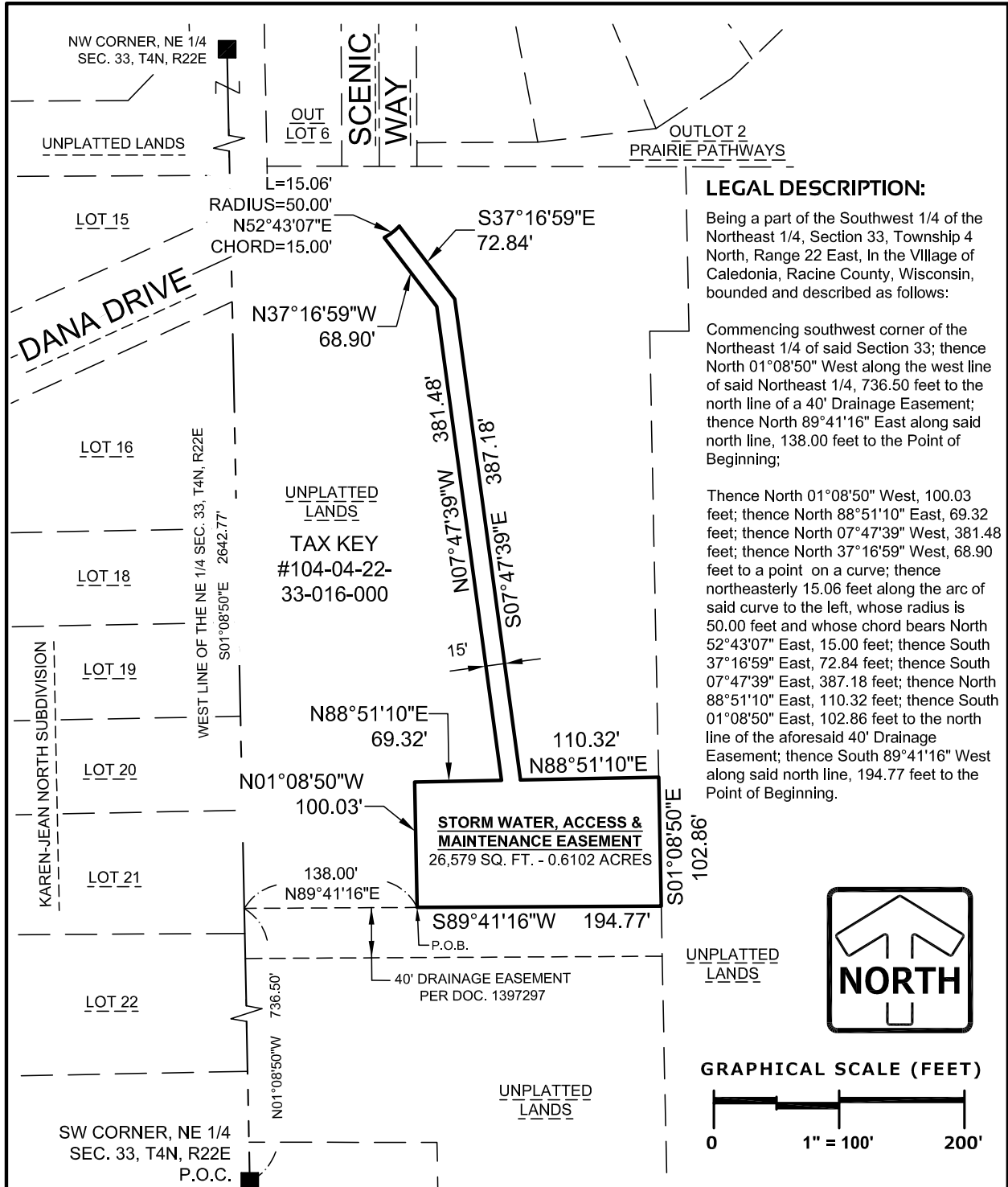


Exhibit B – Wet Pond Overall Drainage & Grading Plan

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plans, as shown below. The practices include water quality basins, spillways, earthen berms and other components of these practices.

Project Name: **Massenza**
Storm water Practices: **Wet Pond**
Location of Practices: **South Portion of Site**

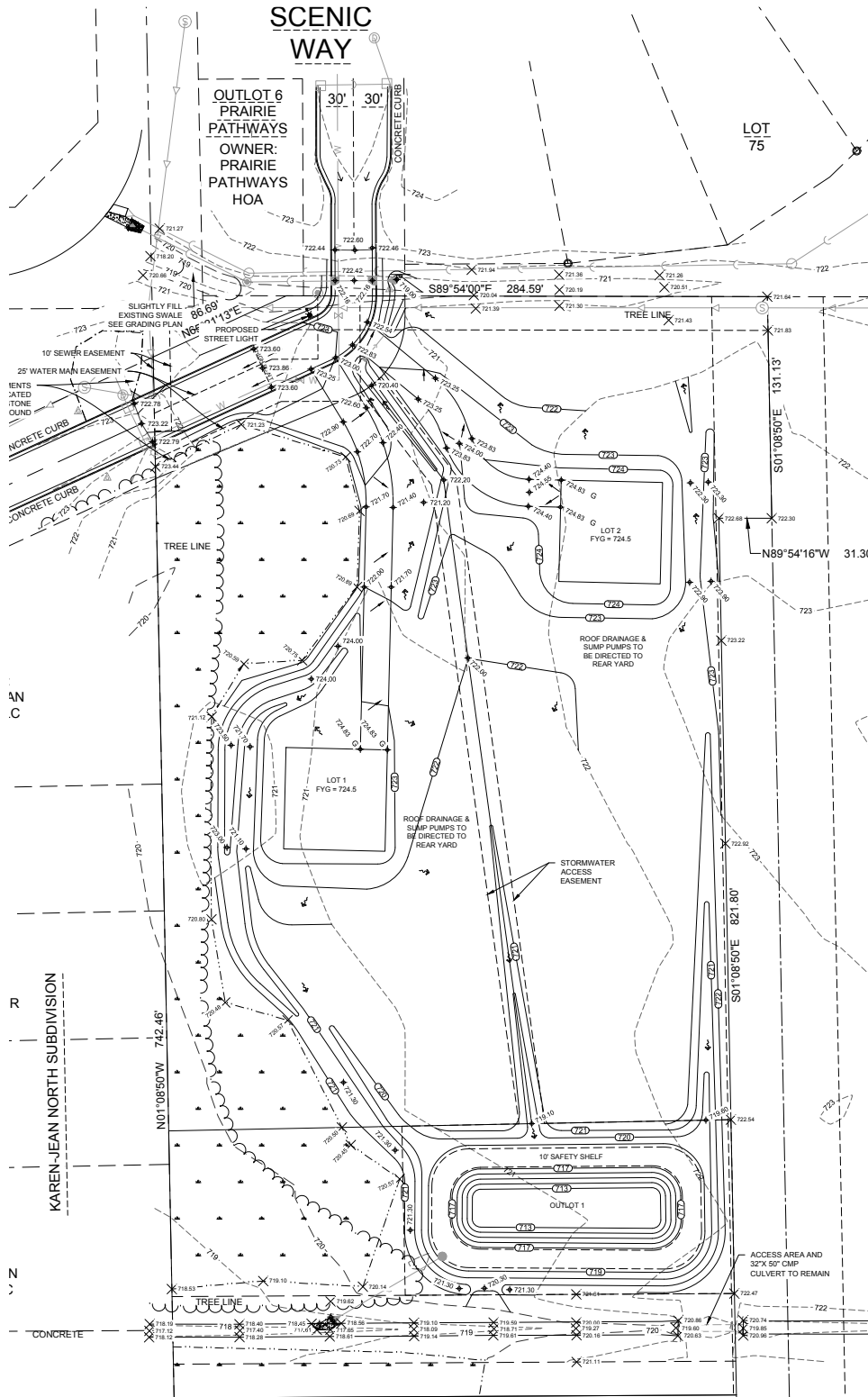


Exhibit B – Wet Pond Outlet Structure

The storm water management practices covered by this Plan are depicted in the reduced copy of the construction plans, as shown below. The practices include water quality basins, spillways, earthen berms and other components of these practices.

Project Name: Massenza
Storm water Practices: Wet Pond
Location of Practices: South Portion of Site

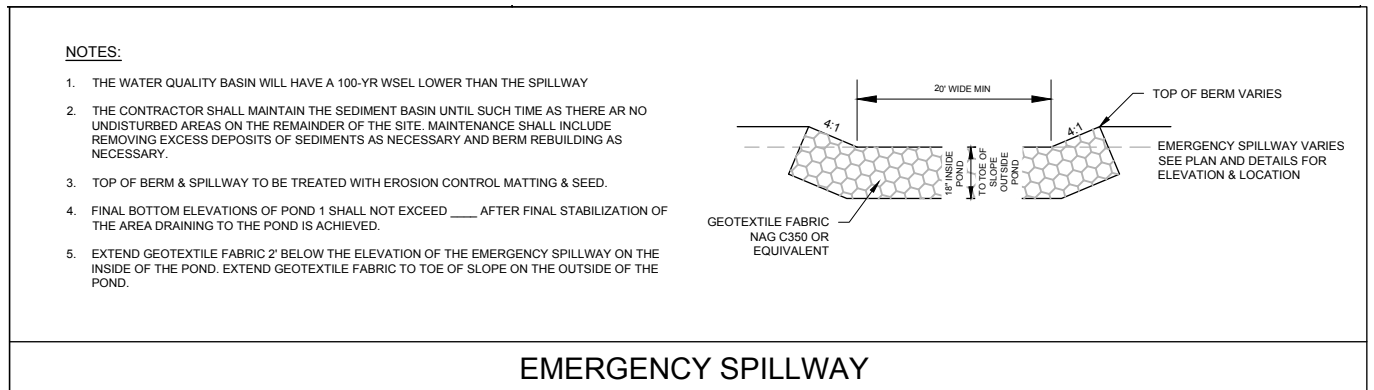
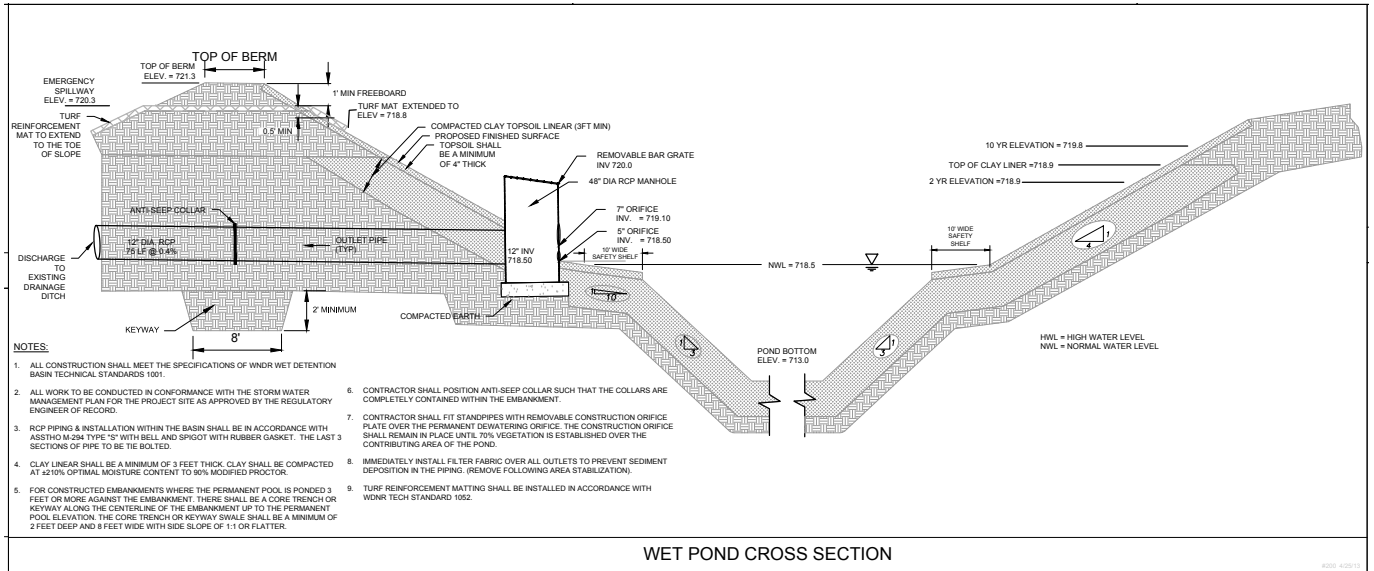


Exhibit C

Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibits A through B and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

WET DETENTION BASINS

System Description:

The wet pond is designed to remove at least 80% of the Total Suspended Solids (TSS) in the site runoff and to reduce pre-development downstream peak flows. To function correctly, the pond size, water level and outlet structures must be maintained as specified in this Plan (see Exhibits A through B).

Massenza is a proposed subdivision development. The project is located on Dana Drive and Scenic Way in the Village of Caledonia, Racine County, Wisconsin.

Minimum Maintenance Requirements:

To ensure the proper function of the storm water management practices described above, the following activities must be completed:

1. All outlet structures and pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifices and the trash rack on the risers in the main part of the wet pond. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked at least twice yearly (spring and fall) and after heavy rains for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces re-growth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
6. The wet pond is to be cleaned out prior to the depth of sediment reaching the dewatering hole. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
7. No grading or filling of the wet pond or berms other than for sediment removal is allowed, unless otherwise approved by the Village of Caledonia.
8. To promote more effective infiltration, mowing in the drainage ways, detention basins, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize mortality to ground nesting birds. To discourage the presence of nuisance waterfowl (i.e. Canada Geese), a minimum 30-foot wide no-mow fringe shall be maintained around all detention basins, where possible.
9. After Vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & basins.

Committee and Commission 2022 term appointments

CALEDONIA UTILITY DISTRICT - 2 openings

Dave Ruffalo

Robert Kaplan

CALEDONIA POLICE & FIRE COMMISSION – 1 opening

Janet Brown (TBD)

PARK & REC ADVISORY COMMITTEE - 2 openings

Andrew Kallenbach; (1 Vacancy Remaining)

CALEDONIA PLAN COMMISSION – 2 openings

Nancy Pierce

*Joseph Kiriaki (TBD)

*John Johnson (TBD)

BOARD OF APPEALS – 2 openings

John Barnes

David Gobis (Alternate)

COMMUNITY DEVELOPMENT AUTHORITY – 2 openings

William Streeter

Jacob Lovdahl

SEXUAL OFFENDERS APPEAL BOARD – 1 opening

Kenneth Rusch

BOARD OF REVIEW – 2 openings

Davie Gobis; (1 Alternate Vacancy Remaining)

WEED COMMISSIONER – 1 opening

CLL Services, Inc (Joyce Brainard)

*new applicant