

AMENDED

VILLAGE BOARD MEETING AGENDA
Monday, April 4, 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 21, 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. **Motion to Reconsider the approval of 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 and Motion to refer ordinance back to Legislative and Licensing Committee
 - B. **Motion to Reconsider the approval of 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 and Motion to refer ordinance back to Legislative and Licensing Committee
 - C. **Resolution 2022-30** – A Resolution Of The Village Board Of The Village Of Caledonia Approving A Request For A Conditional Use Permit For Indoor Parking/Storing Of Twelve Commercial Vehicles And Four Commercial Trailers At 7215 Botting Road, Jorge Ornelas, Applicant And Owner.
 - D. **Resolution 2022-31** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Conditional Use To Construct A 150-Foot Wireless Communications Tower Facility And Associated Ground Equipment At 8338 Douglas Avenue, Chad Krahel, Applicant, Timothy Christensen, Owner.
 - E. **Resolution 2022-32** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±188,358 Square-Foot Industrial Building Located On 4 Mile Road Directly South Of 13108 4 Mile Road, Village Of Caledonia, Racine County, WI; Steven Buss, Applicant, Wispark, Owner
 - F. **Resolution 2022-33** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±2,880 Square-Foot Bathhouse Building, Inground Pool, And Expanded Pool Decking Located At 8425 STH 38, Jellystone Park, Village Of Caledonia, Racine County, WI; Scott Bender, Applicant, Bear Country Holdings LLC, Owner
 - G. **Resolution 2022-34** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Conditional Use Amendment And Building, Site, And Operation Plan To Construct And Utilize A

±1,250 Square Foot Garage And ±422 Open Air Shelter For The Parcel Located At 3039 W. 6 ½ Mile Road In The Village Of Raymond Under The Cooperative Plan Dated November 12, 2009 Between The Village Of Caledonia And The Village Of Raymond Under Sec. 66.0307, Wis. Stats.

- H. **Resolution 2022-35** – Resolution Authorizing The Village Of Caledonia To Enter Into A Development Agreement With Likewise Deback Development, LLC For Lot 4 In The Deback Farms Business Park And Authorizing The Partial Release Of Deback Farms Business Park Development Agreement For Individual Site Development
- I. **Resolution 2022-36** – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Ontech Systems For Information Technology Services
- J. **Resolution 2022-37** – Resolution Authorizing The Village Of Caledonia To Award A Contract For The Highway Department Fuel Pump Improvements Project
- K. **Resolution 2022-38** – Resolution Authorizing The Village Of Caledonia To Award A Contract For The 2022 Catch Basin Rehab Project

9. **New Business**

- A. HOA Proxy letter to property owners
- B. Appointment to the Parks and Recreation Advisory Committee

10. **Closed Session Items**

- A. The Village Board will take up a motion to go into CLOSED SESSION, Pursuant Sec. 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 potential future development project(s) in TID 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

11. **Report from Village Administrator**

12. **Adjournment**

**Village Board Meeting
March 21st, 2022**

1 - Order

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

2 - Pledge of Allegiance

3 - Roll Call

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

Absent: Trustee Wanggaard was excused.

Staff: Also present were Administrator Kathy Kasper, HR Manager Michelle Tucker, Development Director Peter Wagner, Director of Public Services Anthony Bunkelman, Utility Manager Bob Lui, Engineer Ryan Schmidt, Deputy Police Chief Shawn Engleman, and Fire Chief Jeff Henningfeld.

4 – Communications and Announcements

Clerk Hoeffert informed the Board that her office received notice regarding redistricting, and wards will need to be split to accommodate this update. More information will be given at the next meeting and an updated Resolution pending further guidance from County.

5 – Approval of Minutes

Village Board – March 7th, 2022

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

6 – Citizens Reports

None.

7 – Committee Report

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

Village – \$341,640.67

US Bank - \$51,634.57

Motion by Trustee Wishau to approve the A/P checks as presented for \$341,640.67. Seconded by Trustee Martin. Motion carried unanimously.

Motion by Trustee Wishau to approve the US Bank list as presented for \$51,634.57. Seconded by Trustee Martin. Motion carried unanimously.

8 – Ordinances and Resolutions

8A – 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

Staff and Trustees discussed the Ordinance and how it would affect residential properties. The Board deliberated potential changes.

Motion by Trustee Martin to approve and amend Ordinance 2022-07 to remove any reference to any parcel for over 5 acres. *No second.*

Discussion continued.

Motion by Trustee Martin to approve and amend Ordinance 2022-07 to remove any reference to any parcel for over 5 acres except for D(4). *No second.*

Motion by Trustee Martin to amend and approve Ordinance 2022-07 to strike section D(2)(B), amend section D(4)(C) to reflect at least two nest boxes per five hens from one box per hen. Seconded by Trustee Weatherston.

Motion carried, unanimously.

8B – 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

Motion by Trustee Martin to approve Ordinance 2022-08. Seconded by Trustee McManus. Motion carried, unanimously.

8C – 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

Motion by Trustee Martin to approve and amend Ordinance 2022-09 to remove any reference to 5 acres. Seconded by Trustee Stillman.

Motion carried, unanimously.

8D – Resolution 2022-27 – Resolution Authorizing The Village Of Caledonia Fire Department To Accept A Donation Towards The Purchase Of A Utility Task Vehicle

Motion by Trustee Wishau to approve Resolution 2022-27. Seconded by Trustee McManus. Motion carried, unanimously.

8E – 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

The contract was recommended for approval by the Parks and Recreation Advisory Committee.

Motion by Trustee Weatherston to approve Resolution 2022-28. Seconded by Trustee Stillman. Motion carried, unanimously.

8F – Resolution 2022-29 – Resolution Authorizing The Village Of Caledonia To Execute A Stormwater Detention Pond And Easement Agreement With TNG 19, LLC – Massenza CSM

This easement was required as part of the approval of the Storm Water Management plan. This plan has been approved and signed by the Utility District and the developer.

Motion by Trustee Wishau to approve Resolution 2022-29. Seconded by Trustee Stillman. Motion carried, unanimously.

9 – New Business

- A. Appointment(s) to the Utility District Commission
 - Motion by Trustee Martin to appoint Dave Ruffalo and Robert Kaplan to the Utility District Commission. Seconded by Trustee Wishau. Motion carried, unanimously.
- B. Appointment to the Police & Fire Commission
 - Motion by Trustee Martin to appoint Janet Brown to the Police & Fire Commission. Seconded by Trustee Wishau. Motion carried, unanimously.
- C. Appointment(s) to the Parks and Recreation Advisory Committee
 - Motion by Trustee Martin to appoint Andrew Kallenbach to the Parks and Recreation Advisory Committee. Seconded by Trustee Wishau. Motion carried, unanimously.
- D. Appointment(s) to the Plan Commission
 - Motion by Trustee Martin to appoint Nancy Pierce and Joseph Kiriaki to the Plan Commission. Seconded by Trustee Wishau. Motion carried, unanimously.
- E. Appointment(s) to the Board of Appeals
 - Motion by Trustee Martin to appoint John Barnes and David Gobis (Alternate) to the Board of Appeals. Seconded by Trustee Wishau. Motion carried, unanimously.
- F. Appointment(s) to the Community Development Authority
 - Motion by Trustee Martin to appoint William Streeter and Jacob Lovdahl to the Community Development Authority. Seconded by Trustee Wishau. Motion carried, unanimously.
- G. Appointment to the Sexual Offenders Appeal Board
 - Motion by Trustee Martin to appoint Kenneth Rusch to the Sexual Offenders Appeal Board. Seconded by Trustee Wishau. Motion carried, unanimously.
- H. Appointment to the Board of Review
 - Motion by Trustee Martin to appoint David Gobis to the Board of Review. Seconded by Trustee Wishau. Motion carried, unanimously.
- I. Appointment of Weed Commissioner
 - Motion by Trustee Martin to appoint Joyce Brainard, CLL Services, as the Weed Commissioner. Seconded by Trustee Wishau. Motion carried, unanimously.

10 – Report from Village Administrator

- The Finance Director starts next week.
- Work continues on various TID 3&4 properties.

11A – 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.

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

Trustee Stillman – aye

Trustee Weatherston – aye

Trustee Wishau – aye

Trustee McManus – aye

Trustee Martin – aye

President Dobb – aye

Motion carried unanimously.

11B – The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the item discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda and any other agendas posted

Motion by Trustee Weatherston to go into open session. Seconded by Trustee Martin. Motion carried unanimously.

Motion by Trustee Weatherston to forward the water cost analysis with the cover letter from the attorney. Seconded by Trustee Stillman. Motion carried unanimously.

12 – Adjournment

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

Meeting adjourned at 7:00 p.m.

Respectfully submitted,
Joslyn Hoeffert, Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
ACH - DELTA DENTAL						
498	ACH - DELTA DENTAL	540121	03/01/2022 MARCH DELTA DENT	03/01/2022	7,376.92	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	540121	03/01/2022 MARCH DELTA DENT	03/01/2022	176.48	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	540121	03/01/2022 MARCH DELTA VISIO	03/01/2022	837.60	100-21536-000 Vision Deductions
498	ACH - DELTA DENTAL	540121	03/01/2022 MARCH DELTA VISIO	03/01/2022	23.04	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:					8,414.04	
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
897	ACH - JAMES IMAGING	31300541	TOSHIBA COPIERS - VILLAGE H	03/22/2022	2,625.44	100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					3,947.64	
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 - SIMPLIFILE, LC						
768	ACH - SIMPLIFILE, LC	E2624253	EASEMENT AGREEMENT	03/23/2022	35.25	100-10-64010 Notifications/Publications
Total ACH - SIMPLIFILE, LC:					35.25	
ACH - SUPERFLEET						
1730	ACH - SUPERFLEET	EJ9940218202	FUEL FOR VEHICLES	03/02/2022	668.65	100-35-63200 Fuel, Oil, Fluids
1730	ACH - SUPERFLEET	EJ9940318202	FUEL FOR FD VEHICLES	03/28/2022	478.61	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					1,147.26	
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
1998	ACH - TOSHIBA FINANCIAL SER	31300540	COPIER FOR COURT SYSTEM	03/22/2022	132.37	100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					327.90	
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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
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
380	ACH - WE ENERGIES	4065625390	STREET LIGHTS - 2/11/22 -- 3/10	03/18/2022	11,564.95	100-90-64290 Street Lighting
Total ACH - WE ENERGIES:					28,590.82	
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	
APEX KEY & LOCK						
118	APEX KEY & LOCK	INV-6345	KEYS, KEY TO CODE & DUPLIC	03/16/2022	12.50	100-13-64030 Office Supplies
Total APEX KEY & LOCK:					12.50	
ARAMARK						
128	ARAMARK	6240001520	RUG DELIVERY - VILLAGE HALL	03/23/2022	261.58	100-43-62100 Contracted Services
Total ARAMARK:					261.58	
AURORA HEALTH CARE						
155	AURORA HEALTH CARE	333448	PRE EMPLOYMENT MEDICAL E	03/13/2022	133.00	100-13-51100 Personnel Medical Exams
Total AURORA HEALTH CARE:					133.00	
BUSCH TREE EXPERT LLC						
9174	BUSCH TREE EXPERT LLC	2125	TREE REMOVAL	03/28/2022	1,400.00	100-41-62100 Contracted Services
Total BUSCH TREE EXPERT LLC:					1,400.00	
BUY RIGHT, INC.						
273	BUY RIGHT, INC.	356850	FILTER FOR AIR COMPRESSOR	03/23/2022	4.54	100-35-64250 Equipment Repairs & Maintenanc
273	BUY RIGHT, INC.	357488	SUPPLIES FOR MECHANIC	03/30/2022	45.10	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					49.64	
CITY OF RACINE..						
374	CITY OF RACINE..	46402	2021 TRAFFIC SIGNALS - CITY	03/16/2022	335.38	100-42-62100 Contracted Services
374	CITY OF RACINE..	46402	2021 TRAFFIC SIGNALS - CITY	03/16/2022	1,230.00	100-42-62100 Contracted Services
374	CITY OF RACINE..	46402	2021 TRAFFIC SIGNALS - CITY	03/16/2022	6,811.35	100-42-62100 Contracted Services
374	CITY OF RACINE..	46477	RADIO REPAIR	03/24/2022	48.00	100-30-64070 Work Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total CITY OF RACINE..:					8,424.73	
COMPLETE OFFICE OF WISCONSIN						
392	COMPLETE OFFICE OF WISCO	320508	BATTERY & LASER CARD	03/23/2022	31.93	100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	320511	PAPER TOWEL - BREAKROOM	03/23/2022	29.29	100-43-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	321216	LAMINATE POUCH	03/23/2022	29.92	100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	324917	PAPER TOWEL FOR BATHROO	03/30/2022	34.96	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:					126.10	
CONSERV FS INC.						
3962	CONSERV FS INC.	60046788	HYD OIL 5GAL	03/30/2022	66.55	100-41-63200 Fuel, Oil, Fluids
3962	CONSERV FS INC.	777003471	4003 GAL DIESEL	03/28/2022	16,608.45	100-41-63200 Fuel, Oil, Fluids
3962	CONSERV FS INC.	777003472	4000 GAL UN GAS	03/28/2022	13,620.00	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:					30,295.00	
CRAIG D. CHILDS, PHD, SC						
414	CRAIG D. CHILDS, PHD, SC	3071	NEW HIRE EVAL MCDONALD	03/25/2022	510.00	100-30-51100 Testing/Physicals
Total CRAIG D. CHILDS, PHD, SC:					510.00	
DIVERSIFIED BENEFIT SERVICES						
525	DIVERSIFIED BENEFIT SERVIC	350439	03/18/2022 MARCH FSA ACCOU	03/18/2022	182.00	100-90-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					182.00	
EMERGENCY LIGHTING AND ELECTRONICS						
9179	EMERGENCY LIGHTING AND EL	210549	#206 TIMER INSTALLATION/CIR	03/29/2022	785.53	400-30-65040 Equipment-Vehicles
Total EMERGENCY LIGHTING AND ELECTRONICS:					785.53	
FGM ARCHITECTS						
652	FGM ARCHITECTS	21-3278.01-5	PROJECT #21-3278.01 PROF. S	03/15/2022	68,780.00	400-75-65020 FGM Building Improvements
Total FGM ARCHITECTS:					68,780.00	
FIRE SERVICE INC.						
3900	FIRE SERVICE INC.	1309	CREDIT FOR RETURNED PART	03/23/2022	393.66-	100-35-63300 Vehicle Repairs & Maintenance
3900	FIRE SERVICE INC.	25763	PRIMER VALVE PARTS E-32	03/30/2022	195.84	100-35-63300 Vehicle Repairs & Maintenance
3900	FIRE SERVICE INC.	37722	SERVICE ON STEERING FOR Q	03/23/2022	2,300.02	100-35-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total FIRE SERVICE INC.:					2,102.20	
FOTH INFRASTRUCTURE & ENVIRO, LLC						
666	FOTH INFRASTRUCTURE & EN	76490	PROJECT 0022C030.01 HOLLAN	02/18/2022	11,130.33	413-00-61002 Prof Serv - Sanitary
666	FOTH INFRASTRUCTURE & EN	76857	TID #3 PHASE 1A PROJECT 001	03/17/2022	5,137.20	413-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76859	TID #5 DOMINICAN LIFT STATIO	03/17/2022	20,293.80	415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76860	TID #5 CENTRAL LIFT STATION	03/17/2022	875.50	415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76861	BRIARWOOD PROJECT# 0019C	03/17/2022	2,059.69	100-23163-001 Briarwood
666	FOTH INFRASTRUCTURE & EN	76865	TID #3 GENERAL ENGINEERIN	03/17/2021	731.00	413-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76866	TID #4 I94 WATER DEMAND ST	03/17/2022	5,659.50	414-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	76867	WATERS EDGE PLACE DEVELO	03/17/2022	416.50	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
666	FOTH INFRASTRUCTURE & EN	76870	PROJECT 0022C030.01 HOLLAN	03/17/2022	11,394.72	413-00-61002 Prof Serv - Sanitary
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					57,698.24	
FRANKSVILLE AUTOMOTIVE LLC						
679	FRANKSVILLE AUTOMOTIVE LL	12581	#215 REPAIR TIRE	03/18/2022	38.93	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12590	#217 NEW TIRES/OIL CHANGE/	03/22/2022	246.17	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12611	#205 OIL CHANGE	03/25/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12647	#209 OIL CHANGE	03/30/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					396.34	
GAME TIME						
694	GAME TIME	PJI-0180126	TOT SWINGS, SURCHARGE & F	03/10/2022	731.48	221-00-64070 Work Supplies
Total GAME TIME:					731.48	
IMAGE MANAGEMENT LLC						
835	IMAGE MANAGEMENT LLC	IMA1159Y	05/05/2022 THRU 05/05/2023 CE	03/21/2022	483.75	100-90-64310 IT Contracted Services
Total IMAGE MANAGEMENT LLC:					483.75	
IMPERIAL BAG & PAPER CO, LLC DBA KRANZ						
1097	IMPERIAL BAG & PAPER CO, LL	1764880-00	LAUNDRY AND CAR WASH SOA	03/30/2022	223.84	100-35-64100 Janitorial Supplies
Total IMPERIAL BAG & PAPER CO, LLC DBA KRANZ:					223.84	
JIMS GARAGE DOOR SERVICE, INC.						
943	JIMS GARAGE DOOR SERVICE,	210438	REPAIRS TO SE GARAGE DOO	03/23/2022	358.00	100-35-64240 Building Repairs & Maintenance
Total JIMS GARAGE DOOR SERVICE, INC.:					358.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
JOHNSON CONTROLS SECURITY SOLUTIONS						
969	JOHNSON CONTROLS SECURI	37134651	ALARM TESTING/NEW BATTER	03/16/2022	194.85	100-30-62100 Contracted Services
Total JOHNSON CONTROLS SECURITY SOLUTIONS:					194.85	
K & M TIRES DELPHOS						
1022	K & M TIRES DELPHOS	310055015	#217 FOUR TIRES	03/21/2022	456.00	100-30-63300 Vehicle Repairs & Maintenance
Total K & M TIRES DELPHOS:					456.00	
KAEREK HOMES INC						
1023	KAEREK HOMES INC	RECEIPT# 100	CLEAN UP BOND REFUND - 392	03/30/2022	1,000.00	100-23160-000 Clean-Up Bonds
Total KAEREK HOMES INC:					1,000.00	
KORTENDICK HARDWARE						
1096	KORTENDICK HARDWARE	148884	SCREWS (CRAWFORD)	03/17/2022	107.97	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	148919	CLEANER TO REPAIR RESCUE	03/23/2022	10.69	100-35-64250 Equipment Repairs & Maintenanc
1096	KORTENDICK HARDWARE	148939	HEX, WASHERS & BOLTS FOR	03/21/2022	62.38	221-00-64070 Work Supplies
Total KORTENDICK HARDWARE:					181.04	
MARTIN FORD, INC.						
1234	MARTIN FORD, INC.	128979	#218 FUEL PUMP AND GASKET	03/25/2022	716.84	100-30-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					716.84	
NASSCO, INC.						
1371	NASSCO, INC.	6138195	JUMBO BATH TISSUE, ANGEL	03/23/2022	441.82	221-00-64100 Janitorial Supplies
Total NASSCO, INC.:					441.82	
POMPS TIRE SERVICE						
1517	POMPS TIRE SERVICE	60268908	#21 TIRE REPAIR	03/21/2022	435.66	100-41-63300 Vehicle Repairs & Maintenance
Total POMPS TIRE SERVICE:					435.66	
Prime Media						
9191	Prime Media	0234632-IN	SQUAD PAPER	03/23/2022	160.00	100-30-64070 Work Supplies
Total Prime Media:					160.00	
PRUITT, EKES & GEARY, SC						
1534	PRUITT, EKES & GEARY, SC	2858	BADGERLAND	03/03/2022	1,300.65	414-23163-001 Badgerland / Zilber Developmen

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
1534	PRUITT, EKES & GEARY, SC	2858	DEMAND LETTERS AND ORDIN	03/03/2022	381.80	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2858	ORDINANCES, RESOLUTIONS	03/03/2022	1,060.25	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2858	MISCELLANEOUS MUNICIPAL MA	03/03/2022	99.60	100-23163-060 Racine Co YD & CC
1534	PRUITT, EKES & GEARY, SC	2858	TID #4 - NORTHPOINT DEVELO	03/03/2022	431.60	414-00-61000 Professional Services
1534	PRUITT, EKES & GEARY, SC	2858	4542 DOUGLAS AVE CULVERS	03/03/2022	166.00	100-23163-018 Haman Assoc. Inc. (Gigi North)
1534	PRUITT, EKES & GEARY, SC	2858	BLUFFSIDE DRIVE SUBDIVISIO	03/03/2022	232.40	100-23163-035 Bluffside
1534	PRUITT, EKES & GEARY, SC	2858	TID #5 - DEVELOPMENT OF RY	03/03/2022	254.85	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
1534	PRUITT, EKES & GEARY, SC	2858	TID #5 - CCM/CARDINAL WATER	03/03/2022	132.80	100-23163-033 CARDINAL CAPITAL- CCM/D. LYON
1534	PRUITT, EKES & GEARY, SC	2858	SACCO DEVELOPMENT	03/03/2022	99.60	100-23163-036 Sacco - Pro Bio
1534	PRUITT, EKES & GEARY, SC	2858	TID #4 - LIKEWISE DEVELOPME	03/03/2022	166.00	100-23163-073 Likewise Partners/Deback Lot C
1534	PRUITT, EKES & GEARY, SC	2858	TID #4-PAD F-SCANNELL	03/03/2022	182.60	100-23163-043 Scannel Properties 499-DeBack
1534	PRUITT, EKES & GEARY, SC	2858	PRAIRIE PATHWAYS	03/03/2022	498.00	100-23163-014 Prairie Pathways Deposit
1534	PRUITT, EKES & GEARY, SC	2858	MUNICIPAL PROSECUTIONS-PL	03/03/2022	3,464.50	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2858	MIDLAND/GREEN BAY PACKAGI	03/03/2022	1,951.00	413-23163-001 Green Bay Packaging
1534	PRUITT, EKES & GEARY, SC	2858	RACINE COUNTY YOUTH DEVE	03/03/2022	5,600.05	100-23163-060 Racine Co YD & CC
1534	PRUITT, EKES & GEARY, SC	2858	OPINIONS, LEGAL INTERPRETA	03/03/2022	1,619.40	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2858	GENERAL LITIGATIONS AND HE	03/03/2022	66.40	100-90-61100 Legal Fees
Total PRUITT, EKES & GEARY, SC:					17,707.50	
RACINE COUNTY CLERK						
1552	RACINE COUNTY CLERK	032322	2021 DOG EXPENSE BILLING	03/23/2022	1,341.79	100-11-61000 Professional Services
Total RACINE COUNTY CLERK:					1,341.79	
RACINE COUNTY ECONOMIC DEVELOPMENT CORP.						
1554	RACINE COUNTY ECONOMIC D	1597	Q2 2022 ANNUAL CONTRACT	03/24/2022	1,221.27	415-00-61400 Economic Development Services
1554	RACINE COUNTY ECONOMIC D	1597	Q2 2022 ANNUAL CONTRACT	03/24/2022	4,274.43	413-00-61400 Economic Development Services
1554	RACINE COUNTY ECONOMIC D	1597	Q2 2022 ANNUAL CONTRACT	03/24/2022	5,129.30	414-00-61400 Economic Development Services
Total RACINE COUNTY ECONOMIC DEVELOPMENT CORP.:					10,625.00	
RDS TRUCK SERVICE INC.						
1603	RDS TRUCK SERVICE INC.	00051765	EXAUST PARTS #40	03/18/2022	186.04	100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00051770	BRACKET #22	03/21/2022	34.10	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:					220.14	
ROYAL CAR CARE INC.						
1708	ROYAL CAR CARE INC.	033022	BACKPAY FOR CAR WASHES	03/30/2022	77.12	100-30-62100 Contracted Services
1708	ROYAL CAR CARE INC.	2282022	FEB 2022 OIL CHANGES & CAR	02/28/2022	12.94	100-43-63300 Vehicle Repairs & Maintenance
Total ROYAL CAR CARE INC.:					90.06	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
SME SEASONAL SERVICES LLC						
1813	SME SEASONAL SERVICES LL	6331	PLOW & SALT SERVICES (3/7/2	03/13/2022	690.00	100-43-62100 Contracted Services
Total SME SEASONAL SERVICES LLC:					690.00	
TYLER TECHNOLOGIES, INC.						
2024	TYLER TECHNOLOGIES, INC.	060-113283	FEB 2022 BILLING-13689 (YEAR	03/10/2022	7,480.24	100-90-62150 Assessment Services
Total TYLER TECHNOLOGIES, INC.:					7,480.24	
WAUKESHA COUNTY TECHNICAL COLLEGE						
2106	WAUKESHA COUNTY TECHNIC	S0766608	TINGWALD INSTRUCTOR DEVL	03/25/2022	203.00	100-30-51300 Education/Training/Conferences
Total WAUKESHA COUNTY TECHNICAL COLLEGE:					203.00	
WEST ALLIS BLUEPRINT						
2127	WEST ALLIS BLUEPRINT	160322	CANNON CONTRACT AND INK	03/21/2022	116.05	100-43-62100 Contracted Services
Total WEST ALLIS BLUEPRINT:					116.05	
WI DEPT OF TRANSPORTATION						
2168	WI DEPT OF TRANSPORTATION	201032422	#201 NEW PLATES	03/24/2022	5.00	100-30-63300 Vehicle Repairs & Maintenance
2168	WI DEPT OF TRANSPORTATION	212032422	#212 NEW PLATES	03/24/2022	5.00	100-30-63300 Vehicle Repairs & Maintenance
Total WI DEPT OF TRANSPORTATION:					10.00	
WISCONSIN DEPARTMENT OF JUSTICE						
9018	WISCONSIN DEPARTMENT OF	03302022	MINI ACADEMIES	03/30/2022	80.00	100-30-51300 Education/Training/Conferences
Total WISCONSIN DEPARTMENT OF JUSTICE:					80.00	
WMJA						
2197	WMJA	2022	2022 WMJA MEMBERSHI2	03/18/2022	100.00	100-32-51300 Education/Training/Conferences
Total WMJA:					100.00	
Grand Totals:					259,849.33	

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 2 nesting box per 5 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. 2022-09

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 **four** 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. 2022-30

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT FOR INDOOR
PARKING/STORING OF TWELVE COMMERCIAL VEHICLES AND FOUR COMMERCIAL
TRAILERS AT 7215 BOTTING ROAD, JORGE ORNELAS, APPLICANT AND OWNER.**

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

WHEREAS, Jorge Ornelas, Owner and Applicant, requested a conditional use permit to store inside two existing barns, twelve commercial vehicles and four commercial trailers on the parcel located at 7215 Botting Road, Parcel ID No.: 104-04-22-12-009-000.

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the request, subject to the conditions attached hereto as **Exhibit A**, and the Village Board considers the proposed use proper for the following reason:

1. The proposed use is allowed by underlying zoning through the conditional use process.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested conditional use set forth above, is hereby approved for the same reason set forth above and subject to the conditions recommended by the Plan Commission and set forth herein.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

EXHIBIT A – CONDITIONS

7215 Botting Road – Indoor Storage Commercial Vehicles & Trailers

1. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit. If 3 violations of the terms and conditions of this permit are verified within an 18-month period, the Village will proceed in the revocation of the conditional use permit.
2. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
3. **Plans.** The proposed use (indoor storage of vehicles and trailers) must be located within the identified buildings shown on the site plan received March 1, 2022.
4. **Equipment and Vehicles.** This conditional use authorizes the indoor storage of the following types of commercial vehicles and trailers:
 - 1 14' box truck
 - 3 dump trucks
 - 8 light duty pickup trucks
 - 4 utility trailers not to exceed 16' in length
5. **Parking/Storage/Maintenance.** No equipment or materials associated with the home occupation business shall be outdoors. All trailer and vehicle maintenance must be conducted inside of the existing barns.
6. **Travel Routes.** Commercial vehicles and trailers will enter and exit the property at Botting Road and travel south to 6 Mile Road. Travel on Botting Road north with commercial vehicles is prohibited.
7. **Hazardous Fluids Storage and Containment.** Any oil or hazardous fluids must be stored in a designated containment area that complies with all Wisconsin Department of Natural Resources regulations. There must be no discharge of any oils or hazardous fluids to the private onsite wastewater treatment systems that services the property.
8. **Performance Standards.** The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
9. **Expiration.** This approval will expire six (6) months from the date of the Village's final approval unless substantial work has commenced following such grant.
10. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.

11. **Amendments to Conditional Use Permit.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
12. **Hours of Operation.** The departure and arrival of commercial vehicles and trailers will occur between the hours of 7:00am and 6:00pm, Monday through Saturday. Any expansion of these hours of operation will require approval by the Plan Commission and Village Board as an amendment of the conditional use.
13. **Agreement.** Accepting the conditional use approval means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Jorge Ornelas and their heirs, successors, and assigns are responsible for full compliance with the above conditions.
14. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2022-31

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A CONDITIONAL USE TO CONSTRUCT A 150-FOOT WIRELESS COMMUNICATIONS TOWER FACILITY AND ASSOCIATED GROUND EQUIPMENT AT 8338 DOUGLAS AVENUE, CHAD KRAHEL, APPLICANT, TIMOTHY CHRISTENSEN, OWNER.

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

WHEREAS, Chad Krahel (Bridger Tower Corporation), Applicant, requested a conditional use permit to construct a 150-foot wireless communications tower with associated ground equipment located at 8838 Douglas Avenue, Parcel ID No.: 104-04-22-01-058-020;

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the request, subject to the conditions attached hereto as **Exhibit A**, and the Village Board considers the proposed use proper for the following reason:

1. The proposed use is allowed by underlying zoning through the conditional use process.
2. The proposed use will not adversely affect the surrounding property values.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested conditional use set forth above, is hereby approved for the same reason set forth above and subject to the conditions recommended by the Plan Commission and set forth herein.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

EXHIBIT A- CONDITIONS

8338 Douglas Avenue – Wireless Telecommunications Tower & Ground Equipment

1. **Building Permit.** The applicant must obtain building permit from the Village and pay all applicable zoning and building fees. This card must be displayed in a prominent location at the project site, and a copy of these conditions must always be kept at the project site until the project has been completed.
2. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Applicant, and any other users of the Property Owner with respect to the uses on the Property.
4. **Plans.** The proposed use (150' mobile service monopole with a 4' lighting rod and associated ground equipment) must be located, conducted and utilized in compliance with the plans and documents received by the Village Planning Department on February 28, 2022.
5. **Lease Agreement.** Prior to the issuance of the building permit the applicant must provide a lease agreement or binding lease memorandum which shows on its face that it does not preclude the site owner from entering into leases on the site with other provider(s); the legal descriptions and amount of property leased; in the event of abandonment, the Village reserves the right to remove the tower at the property owner's expense.
6. **Abandonment.** Any mobile service support structure and facilities not in operation for a continuous period of twelve (12) months shall be considered abandoned. In such circumstances, the owner of the mobile service support structure and facility of the property where the structure and facility are located must remove the support structure and all supporting equipment, buildings, and foundations to a depth of five (5) feet, and must restore the location to its natural condition (except any grading may remain in the after-condition as determined by the zoning administrator) within ninety (90) days of receipt of notice from the zoning administrator. If removal and restoration to the satisfaction of the zoning administrator does not occur within the said ninety (90) days, the zoning administrator may remove and salvage said mobile service support structure and facility and restore the site at the expense of the mobile service provider or property owner. The applicant must submit a copy of a signed agreement, which may be the lease agreement, between the property owner and the owner of the mobile service facility detailing requirements for abandonment and subsequent removal based on the provisions of Section 16-9-7(a). Said agreement must also identify that the agreement must be binding on future property owner(s) and future owner(s) of the mobile service support structure and facility. The mobile service support structure and facility must be recorded in the Register of Deed's Office and a copy of the deed must be filed with the Zoning Administrator prior to the issuance of the building permit.

7. **Liability.** The Village does not warrant any mobile service support structure against design or structural failure. The Village does not certify that the design is adequate for any tower and the Village hereby accepts no liability through the issuance of a conditional use permit or building permit.
8. **Illumination Not Allowed.** Mobile service support structures must not be illuminated except as required by the Wisconsin Division of Aeronautics or the Federal Aviation Administration.
9. **Security For Removal.** The applicant shall provide to the Village, prior to the issuance of the permit, a performance bond in the amount of twenty thousand dollars (\$20,000.00) to guarantee that the tower and all supporting equipment, buildings, and foundations will be removed when no longer in operation. The Village must be named as obligee in the bond, and it must approve the bonding company. The face of the bond must reflect that the Village will be given notice if the bonding company cancels the bond. If, prior to the removal of the tower, tower removal rates exceed twenty thousand dollars (\$20,000.00), the Village reserves the right to require a corresponding increase in the bond amount.
10. **Pre-Development Agreement.** The applicant must execute a Pre-Development Agreement with the Village of Caledonia at an amount determined by the Village of Caledonia. Contact the Village of Caledonia at 262-835-4451 to execute the Pre-Development agreement.
11. **Continued Compliance.** Upon written inquiry by the Plan Commission, the permit holder under this section shall have the burden of presenting credible evidence establishing to a reasonable degree of certainty the continued compliance with all conditions placed upon the conditional use permits. Failure to establish compliance with all conditions placed upon the conditional use will be grounds for revocation.
12. **Performance Standards.** The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances (copy attached), as adopted by the Village of Caledonia.
13. **Expiration.** This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project will be required to go through the conditional use review process.
14. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
15. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance

programs must be established that include watering, maintaining and pruning all landscape planting areas; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade.

16. **Access.** The applicants must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
17. **Compliance with Law.** The applicants are responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state and federal regulations, including Titles 14 and 16 of the Village of Caledonia Code of Ordinances.
18. **Reimburse Village Costs.** Applicant shall reimburse the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
19. **Amendments to Conditional Use Approval.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Caledonia Zoning Administrator in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
20. **Agreement.** Your accepting the conditional use approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Chad Krahel, Bridger Tower Corporation, Timothy Christensen, and their heirs, successors, and assigns are responsible for full compliance with the above conditions.
21. **Subsequent Owner or Operator.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2022-32

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±188,358 SQUARE-FOOT INDUSTRIAL BUILDING LOCATED ON 4 MILE ROAD DIRECTLY SOUTH OF 13108 4 MILE ROAD, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; STEVEN BUSS, APPLICANT, WISPARK, OWNER

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

WHEREAS, Steven Buss, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±188,358 square-foot industrial building located on 4 Mile Road directly south of 13108 4 Mile Road, Parcel ID No. 104-04-22-30-015-240, Village of Caledonia, Racine County, WI; and,

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

1. The proposed use is allowed through the building, site, and operation plan review process.
2. This use is consistent with the 2035 Comprehensive Land Use Plan designation of Industrial/Business Park.

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A: Conditions of Approval
4 Mile Road, Likewise Partners LLC

1. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
2. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
3. **Lot Line Adjustment.** The applicant must record a lot line adjustment for Deback Business Park Pad C on 4 Mile Road with the Racine County Register of Deeds to accommodate the tractor trailer parking stalls prior to building permits being submitted.
4. **Plans.** The proposed operation shall be located, constructed, and utilized in accordance with the plans and documents dated February 14, 2022.
5. **Engineering Department.** The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
6. **Stormwater.** The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District regarding stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Public Services Director before permits are issued.
7. **Fire Department Approval.** Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
8. **Parking.** Parking at the site must be in compliance with the submitted plans. All parking must be conducted in the proposed parking lot as outlined on the submitted site plan. Each parking space shall be a minimum of 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. The driveway and all parking areas must be maintained in a hard-surfaced, dust-free condition.
9. **Lighting.** Lighting must comply with the approved lighting plan dated March 11, 2022. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway. Following installation, owner shall contact Village for an inspection to ensure that lighting was properly installed.
10. **Signage.** Any signage presented as part of the building, site, and operation review is not part of the review approval process. Prior to installation of any signs, a sign permit will be required prior to installation and meet all sign regulations in Title 16. Banners, balloons, flashing or animated signs are prohibited.
11. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.

12. **Performance Standards.** The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
13. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade.
14. **Expiration.** This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the development will be required to resubmit their application and go through the conditional use process.
15. **Access.** The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
16. **Compliance with Law.** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
17. **Reimburse Village Costs.** Applicant shall reimburse to the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
18. **Amendments to Building, Site & Operations Plan.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Village Development Director, may be made at a staff level, if authorized by the Village Development Director.
19. **Caledonia Utility District.** The property owner or designated agent must contact the Caledonia Utility District regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Utility District is required.
20. **Agreement.** You're accepting the conditional use approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Steven Buss, Likewise Partners LLC, Wispark, and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
21. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2022-33

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±2,880 SQUARE-FOOT BATHHOUSE BUILDING, INGROUND POOL, AND EXPANDED POOL DECKING LOCATED AT 8425 STH 38, JELLYSTONE PARK, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; SCOTT BENDER, APPLICANT, BEAR COUNTRY HOLDINGS LLC, OWNER

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

WHEREAS, Scott Bender, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±2,880 square-foot bathhouse building, an inground pool, and expanded pool decking located at 8425 STH 38, Parcel ID No. 104-04-22-04-017-000, Village of Caledonia, Racine County, WI; and,

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

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

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A - CONDITIONS

Bear Country Holdings LLC (Jellystone Park)
Bathhouse, Inground Pool, & Pool Deck Expansion

1. **Building Permit.** The applicant must obtain a building permit card from the Village after paying all building and zoning fees. This card must be displayed in a prominent location at the project site, and a copy of these conditions must be kept at the project site at all times until the project has been completed.
2. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
3. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
4. **Plans.** The proposed ±2,880 square-foot bathhouse, inground pool, and decking shall be located, constructed, and utilized in accordance with the plans and documents dated March 14, 2022.
5. **Fire Department Approval.** Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
6. **Caledonia Sewer and Water Utility Districts.** The property owner or designated agent must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required.
7. **Engineering Department.** The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
8. **Lighting.** All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.
9. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
10. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.

11. **Performance Standards.** The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
12. **Expiration.** This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.
13. **Access.** The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
14. **Compliance with Law.** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
15. **Agreement.** Your accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Bear Country Holdings LLC and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
16. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2022-34

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A CONDITIONAL USE AMENDMENT AND BUILDING, SITE, AND OPERATION PLAN TO CONSTRUCT AND UTILIZE A ±1,250 SQUARE FOOT GARAGE AND ±422 OPEN AIR SHELTER FOR THE PARCEL LOCATED AT 3039 W. 6 ½ MILE ROAD IN THE VILLAGE OF RAYMOND UNDER THE COOPERATIVE PLAN DATED NOVEMBER 12, 2009 BETWEEN THE VILLAGE OF CALEDONIA AND THE VILLAGE OF RAYMOND UNDER SEC. 66.0307, WIS. STATS.

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

WHEREAS, The Cooperative Plan dated November 12, 2009, between the Village of Caledonia and the Village of Raymond gives the Village of Caledonia authority to approve or deny requests for amendments to the Village of Raymond Land Use Plan and requests to rezone property, conditional uses, sign plans, and certified survey maps if within the jurisdictional area of the Cooperative Plan;

WHEREAS, Scott Maier, Agent, requested approval of a Conditional Use Amendment and Building, Site, and Operation Plan to construct and utilize a ±1,250 square-foot garage and a ±422 square-foot open air shelter for the purpose of commercial vehicle storage for the existing development located at 3039 W. 6 ½ Mile Road, Parcel ID No. 168-04-21-12-038-030 in the Village of Raymond. This tract of land is within the jurisdictional area of the Cooperative Plan giving the Village of Caledonia approving authority; and

WHEREAS, the Village of Raymond has approved the proposed conditional use amendment and site plan modifications and the Village of Caledonia Plan Commission has recommended approval of the conditional use amendment and site plan modifications for the following reasons:

1. The Village of Raymond Plan Commission and Village Board granted approval of the proposed conditional use amendment and building, site, and operation plan.
2. The proposed use meets the intent of the Village of Caledonia development standards and find that the proposed use is a spectacular use for this parcel without connecting to sewer and water in accordance with the Cooperative Boundary Agreement between the Villages of Caledonia and Raymond.
3. Any change of use will require review by the Village of Raymond and the Village of Caledonia.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the requested conditional use amendment and building, site, and operations plan forth above is hereby approved, subject to the same conditions imposed by the Village of Raymond, as being consistent with the intent and requirements of the Cooperative Plan.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2022-35

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LIKewise DEBACK DEVELOPMENT, LLC FOR LOT 4 IN THE DEBACK FARMS BUSINESS PARK AND AUTHORIZING PARTIAL RELEASE(S) OF DEBACK FARMS BUSINESS PARK DEVELOPMENT AGREEMENT FOR INDIVIDUAL SITE DEVELOPMENT

WHEREAS, Likewise Deback Development, LLC ("Likewise") has proposed to construct a one phase development on a parcel of land in Tax Incremental District No. 4 in the Village with an approximately 188,000 square foot industrial facility building which received conditional building, site and operational plan approval from the Village on April 4, 2022 involving a capital investment of approximately \$12.2 Million for the primary building;

WHEREAS, in order to induce Likewise to develop and locate its new Facility at the Property, which Likewise would not do but for an incentive, and in order to render the Facility construction financially viable for Likewise, the Village is willing to extend to Likewise certain development incentives in exchange for Likewise's commitment to locate the Facility at the Property, all according to the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Development Agreement between the Village of Caledonia and Likewise as set forth in **Exhibit A**, attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and approved, and the Village President and Village Clerk are authorized to execute said agreement and the Village Administrator and Development Director are authorized to take such actions necessary in furtherance thereof; and

BE IT FURTHER RESOLVED, that the Village President and Village Clerk are authorized to execute such Partial Releases as are deemed necessary in accordance with the DeBack Farms Business Park Development Agreement, as amended, to allow for this individual site development to occur after review and approval by the Village Attorney.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, President

Attest: _____
Joslyn Hoeffert, Clerk

DEVELOPMENT AGREEMENT TID#4 PARCELS

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), effective as of the date last executed by any party below (“Effective Date”), is made and entered into between **LIKEWISE DEBACK DEVELOPMENT, LLC**, a Minnesota limited liability company qualified to do business in Wisconsin (“Developer”), and the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin (the “**Village**”);

RECITALS:

A. On July 21, 2014 the Village established Tax Incremental District No. 4 for the Village of Caledonia, Wisconsin and amended such district on September 21, 2015 (“**the District**” or “**TID #4**”), the boundaries of which include the Property, as defined below. The formation of the District and its project plan as amended, which were duly approved by the Joint Review Board, permit the Village to offer assistance in financing project costs, as permitted by Wis. Stat. Section 66.1105.

B. Developer is a privately held development firm headquartered in St. Louis Park, Minnesota and is a developer of Class A industrial buildings.

C. Developer secured control over one parcel of land within the District and TID #4 and expressed an interest in constructing one new Class A industrial building (“the Facility”) on that certain vacant parcel of land located in TID #4 (“Property”), which Property is more particularly described in **Exhibit A** attached hereto and incorporated by reference,

D. Developer intends to construct the Facility on the Property in such concept as shown on **Exhibit B** attached hereto and incorporated herein by reference (the “Concept Plan”), subject to the review and approval of required plans and specifications by the Village, and will sell or lease the Property, to an end user (a “Parcel User”) (overall the “Development”).

E. The Facility, as planned, would be constructed in one phase totaling approximately 188,000 square feet of building space on the Property involving a capital investment by Developer of approximately \$19,800,000 with a substantial completion date of December 31, 2024 including interior tenant improvements.

F. The Property has sanitary sewer and municipal water utilities available within right-of-way or easements and the Developer shall be responsible for the connection of the Facility to such utilities and construction of all onsite infrastructure. All onsite sanitary sewer and municipal water utilities shall be constructed pursuant to plans to be submitted by Developer and subject to review and approval by the Village.

G. In order to induce the Developer to develop and locate its new Facility at the Property, which the Developer would not do but for incentives provided under this Agreement, and in order to render the Facility construction financially viable for the Developer, the Village is willing to extend to the Developer certain development incentives in exchange for the Developer's commitment to locate the Facility at the Property, all according to the terms and conditions set forth herein.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Recitals and Defined Terms.**

(a) The above recitals are true and correct and are incorporated herein by reference.

(b) **Definitions.**

“Development Increment” shall mean the “estimated fair market value” of the Property (which in turn means the Property’s assessed value divided by the assessment ratio of all of the taxable property in the Village, as determined by the Wisconsin Department of

Revenue) in a given year, as shown on the tax bill issued by the Village that year, minus the Development Tax Incremental Base Value, as measured for the Property, and, after division into the Parcels, as measured for each Parcel, in the manner provided herein.

"Development Incentives" shall mean the Pay-Go Development Incentive and the Fee Rebate.

"Development Tax Incremental Base Value" shall mean \$396,101 (the "estimated fair market value" of the Property as of January 1, 2022.

"General Property Taxes" shall be as defined in Wis. Stat. §74.01.

"Guaranteed Minimum Investment" shall mean a capital investment on the Property of \$12,200,000 by July 1, 2024, which shall include costs for the construction of the building and other site improvements for the Facility on the Property by the time of Substantial Completion thereof, as well as the hard costs, including the cost of labor and materials for building and components, fixtures and utilities, and including soft costs of construction of the Facility, but will not include the cost of production machinery or equipment.

"Property Tax Increment" shall mean the gross amount of General Property Taxes levied and received by the Village on the Development Increment in a given year, including the mill rates for Village, County, school and all other taxing authorities.

"TID #4 Expenditure Period" shall mean the time during which expenses may be incurred for the implementation of the approved project plan for TID #4, as amended. The TID #4 Expenditure Period terminates on July 21, 2039.

2. **One Phase.** The Property is intended to be developed in one phase that will include the construction of one Class A industrial building Facility approximately as depicted on the Concept Plan totaling approximately 188,000 square feet and all infrastructure necessary to serve

the Facilities with an expected substantial completion date for the primary building of July 1, 2024 and of interior tenant improvements of December 31, 2024.

3. **Requirements; Contingencies.** The Developer shall perform the following:

(a) Purchase the Property. By December 31, 2022 purchase the Property;

(b) Financing Commitments and Budget. By December 31, 2022, written evidence of financing commitments shall be delivered to the Village including:

- a. Bank commitment letter.
- b. Developer equity/loan.
- c. Submittal of construction and development plans to the Village, including formal applications for all zoning and land division related approvals.

By December 31, 2022, the following shall be delivered to the Village: A detailed budget of the project source and use of funds that includes all deliverables (both public & private), schedules/milestones, assignments of responsibilities and final asset ownership.

(c) Plans and Specifications; Entitlements. Prior to proceeding with any on-site construction and obtaining building permits for the Facility, the Developer shall submit all plans and specifications, and comply with and/or obtain all necessary and applicable local, county, state, and federal laws, regulations, approvals, and permits required by Village ordinances, County ordinances or state or federal laws pertaining to the Facility, including, without limitation, any and all requisite approvals by the Village Plan Commission and/or Village Board with respect to zoning, site plan approval, architectural, engineering, grading, design, and/or construction plans and specifications as set forth in this Agreement. Developer shall complete all site grading, public and private utilities (including laterals for municipal water, sanitary sewer and storm water as per approved plans), lighting, hook-up and permit fees, sidewalks, as well as public and private driveways necessary for the Development. The Developer shall timely pay any and all fees

required by Village ordinances or codes to be paid by the Developer to the Village pertaining to the Facility. Additionally, during the term of this Agreement, if the Developer has any delinquent fines, penalties, or financial obligations whatsoever, including, without limitation, delinquent taxes owed to the federal government, the State of Wisconsin, Racine County, or the Village, regarding this Development, which remain unpaid after thirty (30) days' written notice of said delinquency has been given to the Developer, the Village may withhold permits until such amounts are paid in full, unless the Developer is timely appealing such amounts in good faith in the manner provided by law. Once an Occupancy Permit has been issued for a Facility, this paragraph shall be deemed to be satisfied, as to that Facility.

4. **Construction Schedule and Responsibility for Costs.** The Developer intends to commence design and construction of the necessary improvements on the Property and its Facility as soon as reasonably possible after receipt of all building and applicable permits and approvals as set forth in Section 2. Except for the obligations of the Village, described below in Section 6 of this Agreement, the Developer shall be solely responsible for all costs of design, procurement and construction for all improvements on the Property. Nothing in this Agreement shall be construed or cause the Village to release the Developer or Property Owner from any obligation to pay any special assessments on the Property.

5. **Substantial Completion.** Subject to the force majeure provisions of Section 17 and other matters defined as "Excusable Delays," the Developer agrees that it shall improve the Property as set forth in Section 2 of this Agreement in compliance with Village-approved plans, and shall achieve Substantial Completion of the primary building construction of the Facility by July 1, 2024 and interior tenant improvements by December 31, 2024. "**Substantial Completion**" means that the work is sufficiently complete to enable the Developer or its Parcel User to legally

occupy and utilize the Facility for its intended use, as evidenced by the issuance of an occupancy permit for the Facility. Notwithstanding the foregoing, Developer shall not be in default of this Agreement if it fails to complete interior tenant improvements by December 31, 2024, provided, for purposes of calculating the capital investment amount by Developer required to satisfy the Guaranteed Minimum Investment, only those tenant improvement dollars expended by July 1, 2024 shall go toward satisfying such Guaranteed Minimum Investment Amount.

6. **Development Incentives: Pay-As-You-Go Development Incentive; Fee Rebate; Tax Increment Project Revenue Bond.**

(a) General Pay-As-You-Go Parameters. Subject to the terms and conditions of this Agreement, if the Developer achieves certain capital investments on the Property, the parties shall share the Property Tax Increment generated by the Property for a period of ten years for the Development, beginning with property taxes levied in 2024 and collected in 2025 (“Pay-Go Development Incentive”), in the amounts set forth in this Section. The ten year period for Pay-Go Development Incentive (based on the expected substantial completion date) shall terminate with Property Taxes Due/Paid in Year 2034.

(i) Amounts of Pay-Go Development Incentive.

a. Property Tax Increment generated from the first \$250,000 per acre of Development Increment on the Property shall be paid to the Village, and used by the Village to pay for Village expenses and fee rebates as set forth below in this Section of the Agreement.

b. If Developer achieves the Guaranteed Minimum Investment on the Property, then Property Tax Increment generated from Development Increment exceeding \$250,000 per acre on the Property shall be shared by the Developer and the Village on a 50/50

basis, with the Village paying 50% of that tranche of Property Tax Increment to the Developer and retaining 50%.

c. If Developer achieves a total capital investment of \$19,550,000 by December 31, 2024 (through its own investment or the investment by a Parcel User as to tenant improvements), Property Tax Increment generated from any Development Increment in excess of \$500,000 per acre on the Property shall be shared by the Developer and the Village on an additional 25% of that tranche of Property Tax Increment (the "Step-Two Pay-Go").

d. By way of example only, sample projections are provided in **Exhibit C**.

e. Regardless of any other provision in this Agreement, Developer shall not receive any Pay-Go Development Incentives unless developer has paid all payments due to the Village including General Property Taxes on the Property; provided, if there is any delinquency in any such payment of General Property Taxes on the Property, upon making full payment of General Property Taxes on the Property, the Village shall promptly make payment of the Pay-Go Development Incentives that had been previously withheld, minus any interest and penalties for delinquent payments.

(b) Prerequisite of Minimum Investment Test. No payment of any Pay-Go Development Incentive hereunder shall be made to the Developer (other than the Fee Rebate) until the Developer has demonstrated to the Village's reasonable satisfaction, as determined by the Developer submitting to the Racine County Economic Development Corp. ("RCEDC") such documentation as is reasonably required by RCEDC in order to document the Developer's satisfaction of the Guaranteed Minimum Investment and qualification for the Step-Two Pay-Go, as applicable ("Minimum Investment Test"). Village agrees to provide a certificate to the

Developer when it has met this Minimum Investment Test, in order to provide evidence that this condition has been satisfied.

(c) Fee Rebate. As an additional development incentive, the Village shall reimburse the Developer for the actual cost of Village connection and impact fees that it is required to pay for the Facility, up to a total maximum of \$125,000 for the Development (the "Fee Rebate"). The Fee Rebate shall be paid by the Village to the Developer from the taxes received by the Village from the first \$250,000 per acre of Development Increment each year, in the first year or years in which the Village's share of the Property Tax Increment is adequate to pay the Fee Rebate. No payment of any Fee Rebate for any Facility shall be made until the Developer has satisfied the Guaranteed Minimum Investment, but the Village shall collect such funds and hold them for payment to the Developer as soon as the Developer has satisfied the Guaranteed Minimum Investment.

(d) Duration of Payments. The Pay-Go Development Incentive shall be paid over no more than 10 years for the Development. For example, the Facility has an expected substantial completion date of December 31, 2023, which would be assessed as of January 1, 2024, with taxes due in 2025, and a scheduled maximum Pay-Go term of years 2025 through 2034.

(e) No Interest. There shall be no interest paid to the Developer on any Development Incentives.

(f) Strictly Pay as you Go. The Village shall only be obligated to make Pay-Go Development Incentive payments from Property Taxes it has actually received for the Property, regardless of who bears the responsibility for payment.

(g) Not TIF Default. The Village may suspend making a Pay-Go Development Incentive payments only during the time when any TIF Default shall have been declared and is outstanding but shall pay any suspended payment as soon as such TIF Default is waived or cured.

(h) Evidence of Obligation. The Developer understands and agrees that the Pay-Go Development Incentive payments shall continue for up to ten years and which will terminate prior to the expiration of the TID #4 Expenditure Period. If necessary, the Pay-Go Development Incentive shall be memorialized by a formal Municipal Revenue Obligation (“MRO”) containing the essential terms and conditions of this Agreement, as well as the procedures for collection and payment. If necessary, the MRO that shall be issued by the Village as of the Effective Date of this Agreement as may be modified by Village Bond Counsel and in accord with this Agreement’s terms and conditions. Pay-Go Development Incentive and Fee Rebate payments to the Developer shall be made within sixty (60) days of Village receipt of the full tax payment for that tax year. Any payments on the MRO which are due on any payment date shall be payable solely, subject to annual appropriation, from, and only to the extent that the Village shall have received Property Tax Increment. The MRO shall not constitute a “general obligation bond” of the Village.

7. Reimbursement of Village’s Costs. The Developer will execute a Predevelopment Reimbursement Agreement with the Village regarding engineering review and inspection fees, including third party consultant fees incurred by the Village in reviewing, processing and inspecting permitted projects and improvements required by approved plans and submittals. The Village does require reimbursement for reasonable costs for professional fees, including legal and engineering fees, incurred by the Village in conjunction with the preparation of this Agreement, including Agreement drafting and pre-execution legal fees. Any subsequent

Development-related or other professional fees the Village reasonably incurs in connection with this Agreement to the extent permitted by the Predevelopment Reimbursement Agreement. The Predevelopment Reimbursement Agreement, shall remain in effect, for purposes of the reimbursements required thereunder during the course of this Development.

8. **Legal Action.** Except as specifically set forth herein, in addition to the provisions set forth in this Agreement, the Village and the Developer may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this Agreement.

9. **Utilities and Site Grading; Subsequent Agreements.** The Developer is responsible for all costs associated with on-site utilities required for its construction of the Facility in the Development. The Developer shall fully restore, at its expense, any Village right-of-way or easement area that has been disturbed due to the installation of utilities, lighting or landscaping by the Developer. The Developer shall also restore or reroute any drain tiles on the Property that are damaged during construction of the Facility. The Village shall grant to the Developer customary access to the right-of-way of any road, street or highway adjacent to and contiguous to the Property over which the Village has jurisdiction necessary for the installation of any utilities not currently serving the Property after receipt of applicable permits. On-site infrastructure includes, private driveways, site grading and erosion controls, stormwater improvements, sanitary sewer and water services in accordance with the Village's Code of Ordinances. All such work shall be pursuant to plans and specifications approved by the Village and Utility Districts and the Village. The Developer acknowledges and agrees that it is responsible for all costs of on-site construction and installation of improvements required by the Village and Utility Districts in accordance with the Village's Code of Ordinances.

10. **Laws To Be Observed.** The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect and impact site preparation, construction, occupancy and activities on or use of the Property, and the exercise of its rights and obligations hereunder.

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

12. **Indemnification/Hold Harmless.** The Developer hereby expressly agrees to indemnify and hold the Village and its agents, consultants, officers and employees harmless from and against all claims, judgments, damages, penalties, injunctive relief, fines, costs or loss (including reasonable fees for attorneys and consultants) and liability of every kind and nature, including without limitation any such liability relating to state or federal environmental laws, for any injury (including death) or damage received or sustained by any person, entity or property in connection with, or on account of or in any way related to the construction, ownership, or occupancy of the Property, or any unlawful or willful misconduct or negligence of the Developer related to this Agreement, except to the extent as such claims or liability arise by virtue of the negligence, unlawful or willful misconduct of the Village or any of its agents, contractors, officers or employees. The Developer further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents, consultants and employees) in the event they are named as a defendant in any action concerning this Agreement related to the construction, ownership or occupancy of the Property or any unlawful or willful misconduct or negligence of the Developer related to this Agreement, except to the extent as such suit asserts claims or liability alleged to arise by virtue of

the negligence, unlawful or willful misconduct of the Village or any of its agents, contractors, officers or employees. The Developer acknowledges that it is not an agent, employee or independent contractor of the Village, and that this Agreement does not constitute, and shall not be construed as, creating a partnership or joint venture between the Developer and the Village.

13. **Environmental Indemnification.** The Developer shall indemnify, defend, and hold the Village, and their respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys and consultants) that arise as a result of the presence in or on property of which ownership is retained by the Village or any Village right-of-way (“Village Retained Parcels”) of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the “Substance”) arising from any activity conducted by the Developer, or by the Developer’s respective employees, agents or contractors, except as to injury or damage arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of its agents, contractors, officers or employees. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the Village in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substances on or in the Village Retained Parcels, whether in the soil, groundwater or air, except as to Substances or damages arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of its agents, contractors, officers or employees. The “Village Retained Parcels” shall include any easement area of the Village and any disturbed Village right-of-way. The Village agrees that it will immediately deliver written notice to the Developer, as applicable, of the Village’s discovery of the Substances in or on the Village Retained Parcels. Following delivery to the Developer of written notice of the Village’s

claim as required under this paragraph, the Village shall make all reasonable accommodations to allow the Developer to examine the Village Retained Parcels and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

In the event the Developer is obligated to indemnify the Village against claims arising under this paragraph, the Developer shall take all necessary steps to ensure that the Village receives written confirmation from the appropriate governmental authority of the satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the Village Retained Parcels migrated from an offsite source (the “**Closure Documents**”). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry including, without limitation, the GIS Registry. The Developer shall be responsible for any continuing obligation imposed by any appropriate governmental authority as a continuing indemnity for the Village.

14. **Taxability.** Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Development to a person or entity exempt from general property taxation in a manner which would cause all or any portion of the Development to be exempt from general property taxation (the “**Tax-Exempt Covenant**”). The Tax-Exempt Covenant shall remain in effect at the termination of this Agreement. This Agreement shall be recorded by the Village and the Developer agrees that the Tax-Exempt Covenant will run with the land and will bind all present and future owners of the Development. In the event any court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then the Developer, or its successors and assigns, shall make payments in

lieu of taxes to the Village in an amount equal to the amount of property taxes that would have been collected were the Development taxable, and by the same date that the first installment tax payment on the Development would have been due were the entire Development taxable. During the term of this Agreement, the Village shall be obligated to pay to the Developer the same Pay-Go Development Incentive and Fee Rebate amounts out of such payment in lieu of taxes as the Developer would have been entitled to receive under this Agreement if such payments were General Property Taxes.

15. **Developer Default.**

(a) In the event the Developer fails to timely perform any one or more of its obligations under this Agreement, other than a TIF Default as defined below (a “**Company Default**”), the Village shall promptly provide written notice to the Developer to the extent known by the Village of the action or omission constituting the basis for the default. The notice set forth in the preceding section shall provide the Developer at least twenty (20) days from the date of the notice to cure any payment default and at least sixty (60) days to cure any other default not related to payment obligations. However, the sixty (60) day period may be extended to the period of time reasonably necessary to cure the default if the Developer promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and twenty (120) days from the date of the Village’s notice.

In the event a Company Default is not fully and timely cured by the Developer, the Village shall have all of the rights and remedies available at law and in equity. However, the Village shall not have the remedy of specific performance as the same concerns the completion of the contemplated Facility.

(b) **TIF Default.** It is the nature of this Agreement that it is intended to reflect the long term nature of the relationship between the parties, and the reliance on the Development Incentives without which this development would not have occurred. The Village has many other remedies sufficient for smaller defaults without delaying or terminating this Agreement or the payment of the Development Incentives hereunder. Therefore, upon the occurrence of an event of Default, the Village may pursue all of the rights and remedies available to the Village at law and/or in equity against the Developer including, but not limited to, injunctive relief or specific performance, but, notwithstanding anything to the contrary contained herein, except for a TIF Default, as defined below, no such Default shall cause the termination of this Agreement, or the termination or postponement of the payment of any Fee Rebate or payment of any Development Incentives, provided the Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default. The only Defaults hereunder which can terminate the Village's obligations to make payments of the Development Incentives, whether Pay-Go Development Incentive or Fee Rebate, shall be any one or more of the following, which shall be known as "**TIF Defaults:**" (i) the failure to purchase the Property within 1 year after the effective date of this Agreement; (ii) the failure to commence construction of the Facility within 1 year after the effective date of this Agreement; (iii) any failure to meet the Guaranteed Minimum Investment by December 31, 2023; (iv) the nonpayment of all fees due the Village and/or General Property Taxes on the Property or Parcel when due, regardless of who bears responsibility for such payment. In the event of a TIF Default, the Village may, at its option, suspend its obligation to make any further payments on the Fee Rebate and Pay-Go Development Incentive (dependent on the specified deadline for each type of Pay-Go Development Incentive) until such TIF Default is cured. No failure or delay on the part of the Village in exercising any

right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

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

The notice set forth in the preceding section shall provide the Village at least thirty (30) days from the date of the notice to cure any payment default and at least sixty (60) days to cure any other default not related to payment obligations. However, the sixty (60) day period may be extended to the period of time reasonably necessary to cure the default if the Village promptly commences activities to cure the default and in good faith diligently pursues such activities to fully cure the default, but in no event shall the period of time to cure the default exceed one-hundred and eighty (180) days from the date of the Developer’s notice.

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

17. **Force Majeure and Excused Delay.** In the event that Developer or Village shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of epidemics, outbreaks, or pandemics, strikes, lockouts, labor troubles, inability to procure materials, delay in supply or delivery of materials or equipment, failure of power, fire, earth quake, flood, terrorism, war, acts of God, outbreak, local, state or federal order, or other reason beyond Developer’s or Village's reasonable control, then performance of such act shall be excused for the period of delay and the date for the performance of any such act shall be extended for a period equivalent to the period of such delay, prevention, or stoppage. Any such excused delay, while

not constituting a breach of this Agreement, shall nevertheless allow the Village to avail itself of the Security provisions of Section 2(b). Force Majeure shall never excuse the failure to perform a financial obligation of either party except that the Village shall not be obligated to provide the Development Incentives hereunder when a Force Majeure event results in a TIF Default. In no case shall a Force Majeure event cause the payment of Pay-Go Development Incentive to exceed more than 10 years. In no case shall a Force Majeure event cause a payment to extend beyond the TID#4 Expenditure Period.

In the event of an “Excused Delay” as shall be any of the matters noted below, the time for performance shall be extended for a commercially reasonable period of time thereafter:

(a) concealed or unknown conditions; should either party encounter conditions that are (i) subsurface or otherwise concealed physical conditions that differ materially from those anticipated when designing the improvements; and/or (ii) unknown physical conditions that differ from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for sites similar to the Property or the type of improvements to be constructed;

(b) the discovery of archeological or historical sites, burial markers, natural species habitat, environmental or wetlands not indicated in the prior study of the Property or beyond expected degree and remediation of such areas are required or deemed necessary on a commercially reasonable basis;

(c) delays due to labor disputes or labor strikes; rebidding contracts due to lack of responsible bidders; shortage of materials; actions or inactions of the other party hereto which cause delay in performance to the performing party; unusual delays in deliveries of materials or equipment; unavoidable casualties; delays due to weather conditions;

government restrictions or regulation of materials and component parts of the improvement installations (whether or not deemed a shortage thereof); pandemic, local, federal or state orders, the declaration of war; any act or acts of God (“Act of God”). Whenever performance is required of either party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however that if completion of performance shall be delayed at any time by reason of any of the following, such delay shall be deemed individually or collectively an “Excused Delay” and the time for performance shall be extended for a commercially reasonable period of time thereafter:

(d) the anticipated project is the subject of litigation or the reasonable threat thereof, or the approval of the site and building plans, permit applications, variances or conditions are delayed or objected to by any third party; or a party in good faith initiates litigation against a third party who objects or may object to any part of the project as a defensive measure related to proceeding in good faith to complete the project; then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused; and

(e) a delay by the Village and any state or federal governmental agency, department or division issuing any construction permit, operating permit, license or other approval required for the construction of the improvements.

18. **Successors and Assignment.** This Agreement is binding upon and enforceable against the respective successors and assigns of the parties to this Agreement (“Parties”). Except for assignments of this Agreement between entities under the same or similar control to The Developer, this Agreement may not be assigned prior to satisfying the Guaranteed Minimum Investment and achieving Substantial Completion of the Development without the prior, written

permission of the Village; provided that the Developer may collaterally assign its right, title, and interest in and to this Agreement to any mortgage lender. After Substantial Completion and satisfying the Guaranteed Minimum Investment, however, the Developer shall be free to assign the right to receive the Development Incentives without the Village's consent, to a Parcel User of that Parcel. The Developer may only assign its right to receive a Development Incentive by providing written notice to the Village, affirmatively assigning such rights to a third party, by certified mail to the Village Administrator and Clerk and to the Village Attorney at least thirty (30) days in advance of the time for the Village to make any such payments hereunder.

19. **Agreement Runs with the Land.** This Agreement shall be binding upon all owners of the Property and their successors in title or assigns, and the provisions hereof shall be covenants running with the land, and the Village shall cause a copy of this Agreement to be recorded against the Property in the Racine County Register of Deeds Office.

20. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand-delivered to the party or person intended or a successor designated by a party to this Agreement, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address, or both:

To the Developer:

Likewise Deback Development LLC
1600 Utica Ave. S., 9th Floor
St. Louis Park, MN 55416
Attn: Steven Buss

With copy to:

Barna, Guzy & Steffen, Ltd.
200 Coon Rapids Blvd. NW, Suite 400
Coon Rapids, MN 55433
Attn: Thomas Wentzell

To the Village:

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

and with copy to:

Elaine Sutton Ekes
Pruitt, Ekes & Geary, S.C.
245 Main St. Suite 245
Racine, WI 53403

A “business day,” for purposes of this Agreement, shall be Monday through Friday, except for any holiday recognized by the state or federal government.

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

22. **Venue and Governing Law.** This Agreement shall be governed, controlled, interpreted and construed by and under the laws of the State of Wisconsin (without regard to its conflicts of law rules). The venue for any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine, Wisconsin.

23. **Construction.** The Parties acknowledge and agree that this Agreement is the result of mutual negotiation and drafting and that both Parties were represented during such process by

attorneys of their own choosing. Accordingly, this Agreement shall not be construed against any Party, due to drafting or any other reason.

24. **Time is of the Essence.** Time is of the essence as to all dates and deadlines in this Agreement.

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

[SIGNATURE PAGES FOLLOW]

LIKEWISE DEBACK DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS:
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, the above-named _____, as the _____ of each of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same as the act and deed of said companies.

Notary Public, _____
My Commission: _____

VILLAGE OF CALEDONIA

By: _____
James Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

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

Notary Public, Racine County, Wisconsin
My Commission: _____

- List of Exhibits:**
Exhibit A – Legal Description
Exhibit B – Concept
Exhibit C -- Pay-as-you-go Sample Calculation

EXHIBIT A

Legal Description for Property

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

Tax Parcel I.D. No: 104-04-22-30-015-240

EXHIBIT B

Concept Plan

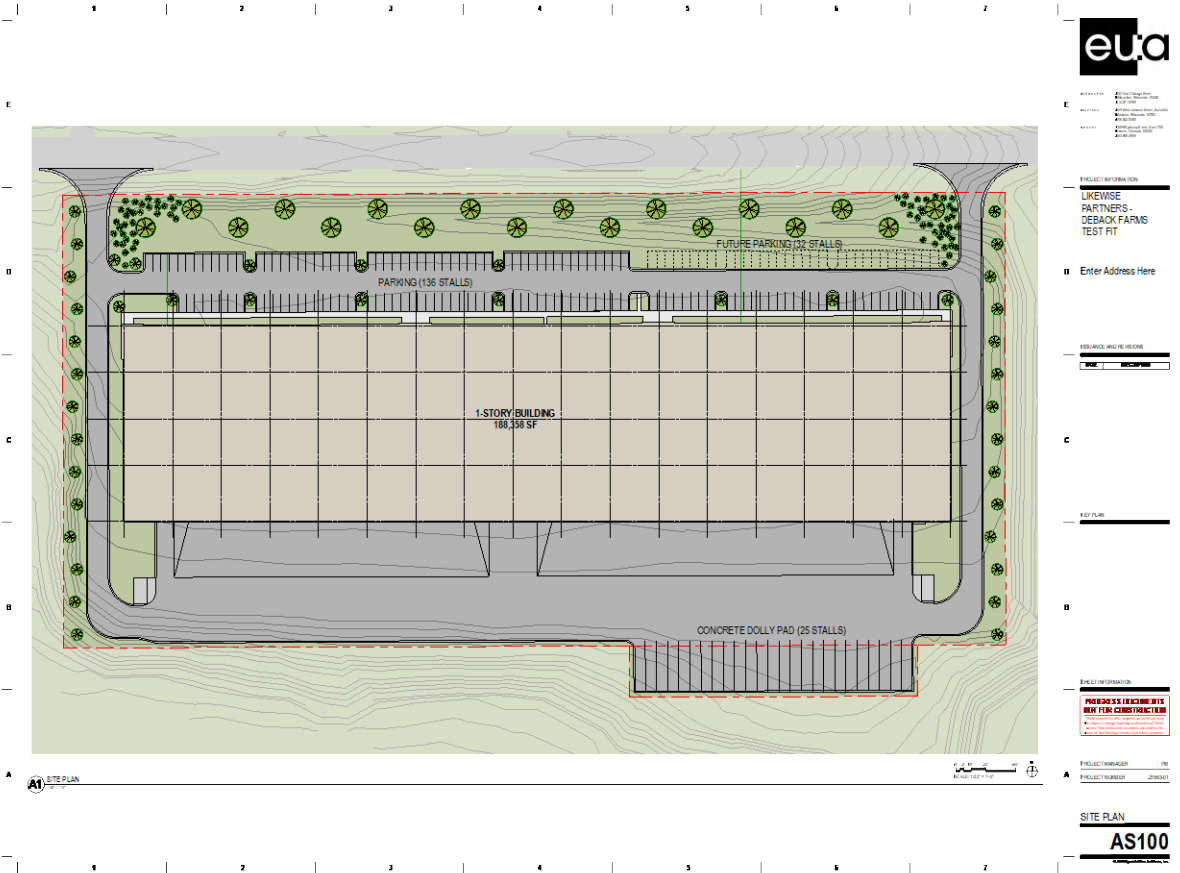


EXHIBIT C SAMPLE CALCULATION

DRAFT EXHIBIT Village of Caledonia Agreement with Likewise Pad C Development in DeBack Farms

Phase	Estimated Building Sq. Ft	Estimated Developable Acres	Development Tax Incr. Base Value*	Substantially Complete by	\$65.00 sq. ft. Building Est. EV
Phase I	188,000	11.65	396,101	12/31/2023	12,220,000

* Stated Purchase Price by Developer

Phase I Development		Real Estate Taxes Paid (1)				
Assessment / Levy Year	Taxes Due / Incentive Paid Year	Fair Market Value Land	Fair Market Value Improvements	Fair Market Value Real Estate	Fair Market Value Tax Rate	Real Estate Taxes
			\$65.00 sq. ft.			
2023	2024	\$396,101	\$3,666,000	\$4,062,101	17.50	\$71,087
2024	2025	396,101	12,220,000	12,616,101	17.50	220,782
2025	2026	396,101	12,220,000	12,616,101	17.50	220,782
2026	2027	396,101	12,220,000	12,616,101	17.50	220,782
2027	2028	396,101	12,220,000	12,616,101	17.50	220,782
2028	2029	396,101	12,220,000	12,616,101	17.50	220,782
2029	2030	396,101	12,220,000	12,616,101	17.50	220,782
2030	2031	396,101	12,220,000	12,616,101	17.50	220,782
2031	2032	396,101	12,220,000	12,616,101	17.50	220,782
2032	2033	396,101	12,220,000	12,616,101	17.50	220,782
2033	2034	396,101	12,220,000	12,616,101	17.50	220,782
Taxes Paid on Phase I:						2,278,904

Assessment / Levy Year	Taxes Due / Incentive Paid Year	Fair Market Value R.E.	Less: Development Tax Incr. Base Value	Value for Incentive Payment Fair Market	Value/Acre for Incentive Payment Fair Market	Gross or TID Fair Market Tax Rate (2)	TID Gross Increment Revenue	50%	25%	\$150,000 Maximum Fee Refund	Total Development Incentive & Fee Refund
								Development Incentive > \$250k/ac.	Development Incentive > \$500k/ac.		
								\$2,912,500	\$5,825,000		
2023	2024	\$4,062,101	(396,101)	\$3,666,000	\$314,678	19.22	\$70,461	7,241	--	63,219	\$70,461
2024	2025	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	86,781	206,954
2025	2026	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
2026	2027	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
2027	2028	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
2028	2029	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
2029	2030	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
2030	2031	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
2031	2032	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
2032	2033	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
2033	2034	12,616,101	(396,101)	12,220,000	1,048,927	19.22	234,868	89,445	30,728	--	120,173
Development Incentive Fee Phase I:								901,692	307,280	150,000	1,358,972

(1) Source: Property Tax Bills

(2) Source: DOR Form PC 202

* DeBack Farms Base Value calculated as follows for 2021 (\$4,106,700 AV / 120.785 acres = \$34,000 per acre)

RESOLUTION NO. 2022-36

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A CONTRACT WITH ONTECH SYSTEMS FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, the Village of Caledonia had a contract with Racine County to provide IT services that expired on December 31, 2021; and

WHEREAS, the Village of Caledonia has an increase in Information Technology needs; and

WHEREAS, Village staff conducted interviews with two companies that are known to provide IT services to government entities in this region;

WHEREAS, Village staff recommends the Village contract with Ontech Systems for Information Technology services;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Ontech Systems for Information Technology services at the rate of \$150/hour as described in Exhibit A which is attached hereto and incorporated herein subject to final review by Village Attorney and Village Administrator, and any consideration of managed services would be brought before the Board for further action; and

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk



IT Support Options

Quote # TS010204
Version 1

Prepared for:

Village of Caledonia

Michelle Tucker
MTucker@caledonia-wi.gov

Prepared by:
Ontech Systems Inc.

Taylor Schmidt
taylor@ontech.com



Introductory Period: First 30-90 Days

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Weekly Visit: 4 Hours	\$150.00	\$0.00	16	\$2,400.00	\$0.00

Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service

- Not Contractual
- Time billed in 15 minute increments
- Purpose of intro period is to get better grasp of work/help needed and frequency as we look to convert to a Managed IT Approach

Monthly Subtotal: \$2,400.00
 Subtotal: \$0.00

Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
<ul style="list-style-type: none"> • Month to Month: Pricing Shown • 1 Year Contract: 5% discount • 2 Year Contract: 10% discount 			
Ontech Basic Managed Services Bundle	\$1,780.00	1	\$1,780.00
Network Documentation Portal		1	
LionGard		1	
Virtual Host Care		3	
Elite Server Care		4	
<ul style="list-style-type: none"> • 24x7 Monitoring & Alerting on Servers • Webroot Anti-Virus License • Windows Patches and Updates • Enterprise Remote Access Program for your and our use (MFA Enablement Required for use) • Driver & Firmware Updates for Servers • Server Cluster Health Checks and Remediation • Assign issue based Troubleshooting including; <ul style="list-style-type: none"> ○ Exchange ○ VM Ware ○ Hyper-V ○ Remote Desktop Services ○ Server Performance Issues ○ Group Policy Failures ○ Windows Server and Service Errors 			

Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
Desktop Care		100	

Basic Bundle Scope of Services

Features Included in Network Documentation Portal;

- Encrypted Documentation Portal for storing all network information. Network Documentation Portal is available through a web browser as well as mobile app.
 - Centrally store all passwords
 - Control who has access to each password
 - Automatically create strong passwords
 - Store important "how to" and procedural information
 - Standard Operating Procedures
 - PC Setup Checklists
 - New Hire/Termination Documents
 - Contracts & Service Providers
 - Contacts and Locations
 - Dynamically link network devices to people and locations

Features Included in Liongard;

- Change Management Automation
- Alerts & Metric Value Tracking
- Ticketing System Integration for Change Tracking

Features Included in Virtual Host Care;

- Real time server hardware health monitoring
- Health Checks for configurations, including vCPU, memory, and network setup
- Review error logs using vSphere and vCenter
- Reconfigure VM's & host data stores
- Lights out management: when a server is down, steps to reboot it automatically will be taken

Features Included with Ontech Elite Server Care;

- 24x7 Monitoring & Alerting on Servers
- Webroot Anti-Virus License
- Windows Patches and Updates
- Enterprise Remote Access Program for your and our use (MFA Enablement Required for use)
- Driver & Firmware Updates for Servers
- Server Cluster Health Checks and Remediation
- Assign issue based Troubleshooting including;
 - Exchange
 - VM Ware
 - Hyper-V
 - Remote Desktop Services
 - Server Performance Issues
 - Group Policy Failures

Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
<ul style="list-style-type: none"> Windows Server and Service Errors 			
<p>Ontech and our NOC Target Service Levels</p>			
<ul style="list-style-type: none"> Server Down Tickets: 15-30 minutes to begin work Critical Impact Alert Tickets: 1-2 Hours to begin work <ul style="list-style-type: none"> Update Critical Impact Tickets: every 3-4 Hours 			
<p><i>Features Included in Desktop Care;</i></p>			
<ul style="list-style-type: none"> 24x7 monitoring and alerting of hardware components Backup Alerts to our NOC and internal team Webroot Antivirus Windows Security patches Enterprise Remote Access Program for your and our use (MFA Enablement Required for use) 3rd party patches like Adobe, Java, etc. Auto attempts to remove malware Weekly Temp File and Cookie Clean up (see schedule for further details) 			
<p>A La Carte Adds</p>			

Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
Network Care <ul style="list-style-type: none"> Automated Inventory of Network Devices and Classification: Have a profile for every device on a network at your fingertips Network Diagram & Connectivity Methods: Instantly know how everything on your network is connected IP Address Management: Get an automatic list oof all the IP addresses currently in use and which device is using it Alerts & Notifications: Stay on top of important network events with both preconfigured and customizable alerting Service Monitoring: Inventory and monitor the services running on nearly any device on the network Context Aware Data: Get relevant and actionable information tailored to each device type Rich Statistics: Understand and improve the stability of a network with usage and health stats Live & Historic Data: View network performance as it happens with a 60-second polling, or dive into detailed logs Netflow Data & Analytics: Gain real-time visibility into network traffic with analytics and reporting 	\$20.00	12	\$240.00
Fortify for Endpoint Protection <ul style="list-style-type: none"> Complete SOC Services: Implement advanced operations without the need for in-house security expertise. The complete Continuum Fortify SOC analyzes quarantined applications and files, reducing false positives and ensuring comprehensive protection. We take care of the labor challenges while you focus on growing your business. Threat Detection: Rapidly recognizes many thousands of virus and malware attack variants including cryptomining attacks as well as the root causes of these malicious behaviors by quickly identifying and diagnosing corrupt source processes and system settings. Response & Remediation: When malicious behavior is detected, Continuum Fortify For Endpoint Security will quickly rollback files to previous safe versions through tracking changes in the devices and restoring it to an acceptable risk state. Next Generation Endpoint Security: Fortify For Endpoint Security utilizes the patented SentinelOne platform, for its unique malware detection and remediation technology. This solution incorporates the industry's most innovative prevention, providing visibility into the root causes and origins of the threat, reversing the malicious operations and remediating them at an agile speed, when needed. 	\$8.00	104	\$832.00

If choosing a contract option, I understand the services I am approving on this proposal is a contract between our business entity and Ontech Systems, Inc. for Managed Services only. These services differ from hourly time and materials charges. The



Option 1: Managed Services - Basic Bundle

* Optional

Description	Recurring	Qty	Ext. Recurring
terms available for Managed Services are month to month, 1 year, or 2 year.			
<p>If choosing a commitment option, your business will be <i>committed to the minimum monthly spend amount quoted, this will be your minimum commitment</i>. If additions are needed, they can be added to active contract. All Managed Services products purchased through Ontech must be on the same term length. Cancellation prior to the termination date will result in full payment of contracted Managed Services through the last day of contract.</p> <p>Contract starts when agents are installed and "live and active", not accepted proposal date, and these dates will be reflected on your invoice. Agreement terms will auto renew unless a 60-day notice is provided by end client. The monthly fees do not include set up or cancellation service fees to install or uninstall the Managed Services agents(s).</p>			
Monthly Onsite Visit (Optional)	\$150.00	4	\$600.00
<i>Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service</i>			
* Optional Monthly Subtotal:			\$3,452.00

Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> • Month to Month: Pricing Shown • 1 Year Contract: 5% discount • 2 Year Contract: 10% discount 					
Ontech Advanced Managed Services Bundle	\$3,181.00	\$0.00	1	\$3,181.00	\$0.00
Network Documentation Portal			1		
LionGard			1		
Network Care			12		
Virtual Host Care			3		
Elite Server Care			4		
Desktop Care			100		
Webroot SAT			100		
Webroot DNS			100		
Dark Web Domain Monitoring			2		
RiskWatch			1		
Fortify for Endpoint			104		

Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
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Advanced Bundle Scope of Services

- *Features Included in Network Documentation Portal;*

- Encrypted Documentation Portal for storing all network information. Network Documentation Portal is available through a web browser as well as mobile app.
 - Centrally store all passwords
 - Control who has access to each password
 - Automatically create strong passwords
 - Store important "how to" and procedural information
 - Standard Operating Procedures
 - PC Setup Checklists
 - New Hire/Termination Documents
 - Contracts & Service Providers
 - Contacts and Locations
 - Dynamically link network devices to people and locations

- *Features Included in Liongard;*

- Change Management Automation
- Alerts & Metric Value Tracking
- Ticketing System Integration for Change Tracking

- *Features Included in Network Care;*

- Automated Inventory of Network Devices and Classification: Have a profile for every device on a network at your fingertips
- Network Diagram & Connectivity Methods: Instantly know how everything on your network is connected
- IP Address Management: Get an automatic list of all the IP addresses currently in use and which device is using it
- Alerts & Notifications: Stay on top of important network events with both preconfigured and customizable alerting
- Service Monitoring: Inventory and monitor the services running on nearly any device on the network
- Context Aware Data: Get relevant and actionable information tailored to each device type
- Rich Statistics: Understand and improve the stability of a network with usage and health stats
- Live & Historic Data: View network performance as it happens with a 60-second polling, or dive into detailed logs
- Netflow Data & Analytics: Gain real-time visibility into network traffic with analytics and reporting

- *Features Included in Virtual Host Care;*

- Real time server hardware health monitoring
- Health Checks for configurations, including vCPU, memory, and network setup
- Review error logs using vSphere and vCenter
- Reconfigure VM's & host data stores
- Lights out management: when a server is down, steps to reboot it automatically will be taken

- *Features Included with Ontech Elite Server Care;*

- 24x7 Monitoring & Alerting on Servers
- Webroot Anti-Virus License
- Windows Patches and Updates

Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> • Enterprise Remote Access Program for your and our use (MFA Enablement Required for use) • Driver & Firmware Updates for Servers • Server Cluster Health Checks and Remediation • Assign issue based Troubleshooting including; <ul style="list-style-type: none"> • Exchange • VM Ware • Hyper-V • Remote Desktop Services • Server Performance Issues • Group Policy Failures • Windows Server and Service Errors 					
<p>Ontech and our NOC Target Service Levels</p> <ul style="list-style-type: none"> • Server Down Tickets: 15-30 minutes to begin work • Critical Impact Alert Tickets: 1-2 Hours to begin work <ul style="list-style-type: none"> ○ Update Critical Impact Tickets: every 3-4 Hours 					
<p><i>Features Included in Desktop Care;</i></p> <ul style="list-style-type: none"> • 24x7 monitoring and alerting of hardware components • Backup Alerts to our NOC and internal team • Webroot Antivirus • Windows Security patches • 3rd party patches like Adobe, Java, etc. • Enterprise Remote Access Program for your and our use (MFA Enablement Required for use) • Auto attempts to remove malware • Weekly Temp File and Cookie Clean up 					
<p><i>Features Included in Webroot Security Awareness Training;</i></p> <ul style="list-style-type: none"> • Fully featured phishing simulator • Engaging and interactive training courses • Trackable, customizable training campaigns • Campaign and contact management • Reporting Center 					
<p>Features included in Webroot DNS Protection</p> <ul style="list-style-type: none"> • Webroot DNS Features <ul style="list-style-type: none"> ○ Secure and reliable internet connectivity ○ No on-site hardware install ○ IPv4, IPv6, HTTP, and HTTPS filtering ○ 80 distinct web categories ○ Roaming and mobile user protection ○ Wifi and guest network protection ○ Policy control by user, group, or IP Address 					

Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> ○ On-Demand reporting ○ Maintain regulatory compliance by restricting browsing ● Advanced Web Browsing Protection Benefits <ul style="list-style-type: none"> ○ Admins are able to maintain full network visibility with complete insight into the connection requests being made and by whom allows better informed access policies ○ Admins are able to reduce infections due to the ability to prevent users browsing to malicious and suspicious internet locations, resulting in less cost of remediation ○ Admins are able to implement and enforce granular access policies to take control of productivity, HR & compliance requirements, and more with customizable policy controls by individual, groups, or IP Address 					

Features Included in Dark Web Domain Monitoring

- Domain monitoring for password and other credential leaks from hacked or exposed websites

Features Included in O365 Risk Watch

- Leaked Credentials – indicates that the users valid credentials have been leaked, when cyber criminals compromise valid passwords of legitimate users, they often share those credentials. This sharing is typically done by posting publicly on the dark web, paste sites, or by trading and selling the credentials on the black market.
- Azure AD Threat Intelligence – indicates user activity that is unusual for the given user or is consistent with known attack patterns
- Sign In From Anonymous IP Address – indicates sign ins from an anonymous IP address, these IP Addresses are typically used by actors who want to hide their login telemetry for potentially malicious intent
- Atypical Travel – identifies two sign ins originating from geographically distant locations, where at least one of the locations may also be atypical for the user given past behaviors, this takes into account the time between the two sign ins and the time it would have taken for the user to travel from the first to second location, indicating the different user using the same credentials
- Malware Linked IP Address – indicates sign ins from IP addresses infected with malware that is known to actively communicate with a bot server, this is determined by correlating IP addresses of the users device against IP addresses that were in contact with a bot server while the bot server was active
- Unfamiliar Sign In Properties – considers past sign in history to look for anomalous sign ins. The system stores information about previous locations used by a user and considers there familiar locations. The risk detection is triggered when the sign in occurs from a location that's not already in the list of familiar locations
- Admin Unconfirmed User Compromised – indicates an admin has selected confirm user compromised in the risky users UI or using risky Users API
- Malicious IP Address – indicates sign in from a malicious IP Address, an IP address is considered malicious based on high failure rates because of invalid credentials received from the IP address or other IP reputation sources
- Suspicious Inbox Manipulation Rules – this detection is discovered by Microsoft cloud app security, this detention profiles your environment and triggers alerts when suspicious rules that delete or move messages or folders are set on users inbox. This may indicate that the users account is compromised that messages are being intentionally hidden, and that the mailbox is being used to distribute spam malware in the organization.

Features Included in Fortify For Endpoint Protection

- Complete SOC Services: Implement advanced operations without the need for in-house security expertise. The complete Continuum Fortify SOC analyzes quarantined applications and files, reducing false positives and ensuring comprehensive protection. We take care of the labor challenges while you focus on growing your business.
- Threat Detection: Rapidly recognizes many thousands of virus and malware attack variants including cryptomining attacks as well as the root causes of these malicious behaviors by quickly identifying and diagnosing corrupt source processes and system settings.

Option 2: Managed Services - Advanced Bundle

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<ul style="list-style-type: none"> • Response & Remediation: When malicious behavior is detected, Continuum Fortify For Endpoint Security will quickly rollback files to previous safe versions through tracking changes in the devices and restoring it to an acceptable risk state. • Next Generation Endpoint Security: Fortify For Endpoint Security utilizes the patented SentinelOne platform, for its unique malware detection and remediation technology. This solution incorporates the industry's most innovative prevention, providing visibility into the root causes and origins of the threat, reversing the malicious operations and remediating them at an agile speed, when needed. 					

If choosing a contract option, I understand the services I am approving on this proposal is a contract between our business entity and Ontech Systems, Inc. for Managed Services only. These services differ from hourly time and materials charges. The terms available for Managed Services are month to month, 1 year, or 2 year.

If choosing a commitment option, your business will be *committed to the minimum monthly spend amount quoted, this will be your minimum commitment*. If additions are needed, they can be added to active contract. All Managed Services products purchased through Ontech must be on the same term length. Cancellation prior to the termination date will result in full payment of contracted Managed Services through the last day of contract.

Contract starts when agents are installed and "live and active", not accepted proposal date, and these dates will be reflected on your invoice. **Agreement terms will auto renew unless a 60-day notice is provided by end client.** The monthly fees do not include set up or cancellation service fees to install or uninstall the Managed Services agents(s).

Monthly Onsite Visit (Optional)	\$150.00	\$0.00	4	\$600.00	\$0.00
<i>Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service</i>					

Monthly Subtotal: \$3,781.00

Subtotal: \$0.00

Setup Fees

Description	Price	Qty	Ext. Price
New Client Onboarding: 4 Hours	\$150.00	4	\$600.00
Managed Services Setup: 8 Hours	\$150.00	8	\$1,200.00
<i>Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service.</i>			
Subtotal:			\$1,800.00



IT Support Options

Quote Information:

Quote #: TS010204

Version:

Delivery Date:

Expiration Date:

Prepared for:

Village of Caledonia

5043 Chester Lane

Racine, WI 53402

Michelle Tucker

(262) 835-4451

MTucker@caledonia-wi.gov

Prepared by:

Ontech Systems Inc.

Taylor Schmidt

(262) 522-8560

taylor@ontech.com

Quote Summary

Description	Amount
Introductory Period: First 30-90 Days	\$0.00
Option 2: Managed Services - Advanced Bundle	\$0.00
Setup Fees	\$1,800.00
	Subtotal: \$1,800.00
	Estimated Tax: \$91.80
	Total: \$1,891.80

Monthly Expenses Summary

Description	Amount
Introductory Period: First 30-90 Days	\$2,400.00
Option 2: Managed Services - Advanced Bundle	\$3,781.00
	Monthly Subtotal: \$6,181.00
	Estimated Tax: \$162.22
	Monthly Total: \$6,343.22

*Optional Expenses

Description	Recurring
Option 1: Managed Services - Basic Bundle	\$3,452.00
	Optional Subtotal: \$3,452.00

For full quote view with product descriptions, warranty information and disclaimers, please review PDF.

Note: Quote is valid for 15 days.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



N85W16186 Appleton Ave
Suite A
Menomonee Falls, Wisconsin 53051
www.ontech.com
(262) 522-8560

Note: Please do not pay from quote, invoice to follow.

Ontech Systems Inc.

Village of Caledonia

Signature:

Name: Taylor Schmidt

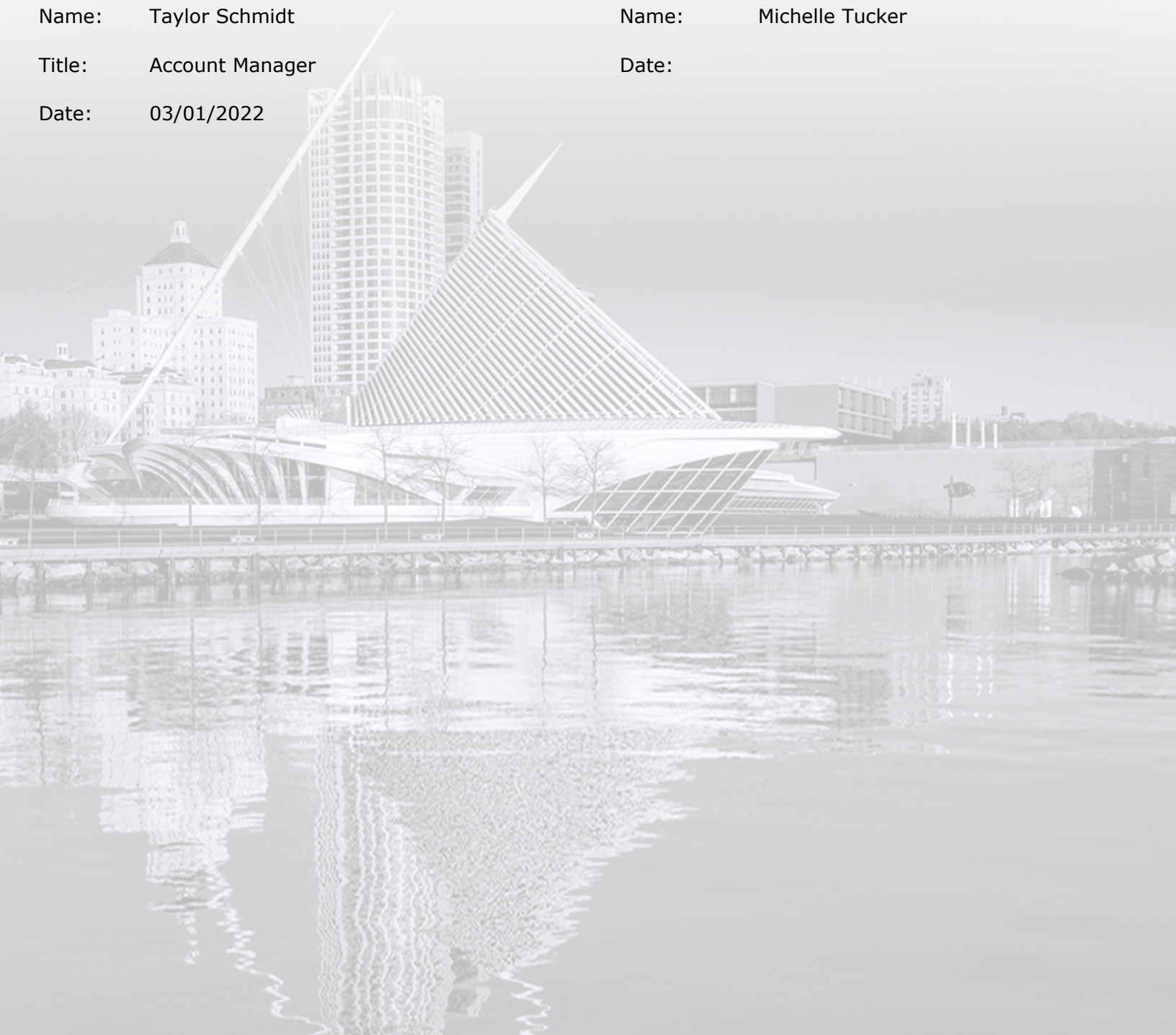
Title: Account Manager

Date: 03/01/2022

Signature:

Name: Michelle Tucker

Date:



Master IT Services Agreement

This Master IT Services Agreement (the "Master Agreement") is between Ontech Systems, Inc., a Wisconsin corporation ("ONTECH"), N85W16186 Appleton Avenue, Menomonee Falls, WI 53051, (262) 522-8560 and "CLIENT".

"CLIENT" Organization/DBA: Village of Caledonia

Street: 5043 Chester Lane

City: Racine

State: WI

Zip Code: 53402

Phone: (262) 835-4451

Date: 03/01/22

I. Purpose

The purpose of this Master Agreement is to detail the understandings under which ONTECH will provide professional IT services ("Services") to you. The Services to be provided will be mutually defined by ONTECH and you based upon your current need. The particulars of the Services selected and our charges for the Services are described in separate Proposals or **Addendums** which may include: Hourly & Project Consulting Services Addendum ("HCSA"); Managed Services Addendum ("MSA"); and Hosted Services Addendum ("HSA"). Each Proposal or Addendum selected by you now or in the future as evidenced by your signature or electronic acceptance is subject to and become part of this Master Agreement. This Master Agreement includes the Terms, Conditions and Definitions that apply to all of our Services and are detailed in **Exhibit A** attached to this Agreement.

II. **Terms Confidential.** The terms and conditions in this Master Agreement, the attachments hereto and Addendums are confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within your organization.

EXHIBIT A

Terms, Conditions and Definitions

- 1) **General Terms. Exclusions, and Responsibilities.**
 - a) **General Responsibilities; ONTECH** will provide:
 - i) Qualified personnel to perform all activities identified in this Statement of Work.
 - ii) Detailed time reporting and related expense information to support its billings in electronic documentation.
 - iii) Services in a professional manner and abide by the CLIENT's code of business conduct.
 - iv) Recommendations based upon its reasonable opinion, industry standards, and supported by manufacturer information that certain equipment, software or security systems are obsolete, defective or incapable of meeting CLIENT's needs.
 - b) **General Responsibilities; Client** will provide:
 - i) Reliable Internet access.
 - ii) ONTECH with remote access to its computer systems and equipment.
 - iii) ONTECH with convenient and timely access to the computer systems and equipment covered under any Services Agreement,
 - iv) ONTECH with adequate work space and facilities within a reasonable distance of the computer systems and equipment, access to and use of all information, internal resources, and facilities determined necessary by ONTECH to provide Services.
 - v) ONTECH with the results of preliminary diagnostic steps or additional information as requested by ONTECH related to any requested Services.
 - vi) An assigned employee to be a liaison or contact person in order to make communications between both parties effective.
 - vii) ONTECH with any network documentation updates made by CLIENT such as password changes, network reconfigurations that will affect ONTECH ability to support CLIENT network
 - c) **General Responsibilities; Client** will agree:
 - i) To follow ONTECH's recommendations in respect to updates or upgrades of the security systems supporting Client's computer systems and equipment to protect against hacking, malware, and other unauthorized entries into CLIENT's computer systems.
 - d) **Exclusions.** Client understands and agrees that Services required in order to recover from failures and/or incidents caused by any of the following circumstances may not be considered normal maintenance CLIENT further understands and agrees that ONTECH shall have no liability for the failures, incidents or work performed.
 - i) Service made necessary by the alteration or modification of hardware or software other than as authorized or recommended by ONTECH
 - ii) Service made necessary by hardware or software operation problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for a purpose other than which it was designed, by Client, its employees, or third-party contractors.
 - iii) Service made necessary by failure to follow ONTECH recommendations in regard to equipment, software or security modifications or updates.
 - iv) Service made necessary due to acts of God, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary.
 - v) Service made necessary due to electrical damage caused by electrical wiring at the system location or resulting from electrical surges, sags, or spikes.
 - vi) Service made necessary by bugs or malware released by software installed by 3rd parties, adverse effects from CLIENT installing 3rd party software updates or CLIENT's industry specific software.

- vii) Service made necessary by Internet or telephone service provider outages.
- viii) Service made necessary due to outdated, out of support data backup solution(s) causing loss of data and/or slow data restore times.

2) Definitions. The following definitions apply to this Agreement:

"Addendum" are attachments to this Agreement that contain the specific scope of services that the Client has requested and ONTECH has agreed to provide in exchange for the payment of fees described therein. An Addendum that has been signed by the parties is incorporated into and subject to the terms of this Agreement.

"Affiliate" is any legal entity owned by one of the parties, that owns one of the parties, or is under common ownership with one of the parties.

"Confidential Information" is information marked or otherwise identified in writing by a party to this Agreement as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. Confidential Information includes non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of our agreements, except as otherwise required by action of law. All beta products are confidential unless excepted in the section regarding Confidential Information later in this Agreement. Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

"Client" is defined as the company, organization, board, or agency that has signed this Agreement with ONTECH. "Client" also refers to any subdivision or parent of the signatory to this Agreement.

"Delivery" or "Delivered" means by hand, U.S. mail properly addressed and bearing adequate postage, courier service, including expedited courier service, or by electronic transmission by email addressed to the party that signed this Agreement at the last known address or email address of the other party.

"ONTECH" refers to the Corporation that has agreed to provide Services under this Agreement.

"You" means the CLIENT and **"Your"** means the request, facilities or operations of the CLIENT.

"Receipt" in the case of hand delivery means actual receipt, in the case of delivery by mail, means the date 3 days after the date of mailing, in the case of electronic mail shall mean the date of transmission, and in all other cases, shall mean the date of actual receipt by the party to which delivery was intended.

"Services" are the professional services provided by ONTECH under this Agreement which may include development, product support, or consulting services.

"Scope of Services" is the description of the Services to be provided by ONTECH to the CLIENT under the terms of this Agreement and is included in an Addendum entered into by ONTECH and CLIENT.

"Signed" means the insertion of an original signature, a scanned original signature, or electronic signature into a Quote or Proposal, an Agreement, Addendum or an Amendment and the delivery of the signed document to the other party by hand, via U.S. mail, by courier service, or by electronic mail (e-mail").

“Subscription” means service, licensing, software, or hosted solutions in which CLIENT pays a monthly, annual, or multi year subscription fee for those products and solutions.

Certain other terms are defined as set forth elsewhere in this Agreement.

2) **Fees.** As compensation for the Services provided by ONTECH, CLIENT agrees to pay ONTECH the fees and charges for the Services selected by CLIENT under a Services Addendum entered into by and between ONTECH and CLIENT (together with any sales or use tax that may be applicable). ONTECH reserves the right to raise its fees and charges upon forty five (45) days written notice of amended terms delivered to CLIENT; provided however fees and charges shall not be increased during the first one year from the date of this Agreement or the date of any subsequent Services Addendum. CLIENT understands and agrees that the following third-party costs are not covered by the fees set forth in ONTECH Services Agreements and shall be charged by ONTECH to CLIENT:

- Parts, hardware and software not covered by warranties
- Software licenses, subscription or upgrade fees
- Manufacturer or vendor support fees, whether by annual contract or per incident
- Consumable materials, such as printer cartridges and removable storage tapes/disks
- Shipping costs

CLIENT shall also pay ONTECH for the one-way travel time between ONTECH’s office and the CLIENT’s location at one-hundred percent (100%) of the applicable rates. Emergency Services rates shall be as agreed upon under an Hourly Services Agreement. There shall be a fifteen minute minimum charge for any Service request.

CLIENT further agrees to reimburse ONTECH for all direct costs incurred by ONTECH in providing Services including, without limitation, travel expenses from ONTECH’s office to CLIENT’s location. Upon CLIENT’s request, ONTECH shall provide CLIENT with itemization and documentation concerning such direct costs. Travel in excess of 1.5 hours is subject to an additional charge which will be included within proposals approved by CLIENT.

3) **Invoices.** ONTECH will issue invoices for the Services provided to CLIENT at mid-month and end of month. CLIENT agrees to pay such invoices within fifteen (15) days of receipt. Invoices not paid within forty-five (45) days of receipt will be subject to an interest charge of 1.5% per month/18% per Annum. CLIENT will also be responsible for and pay all costs of collection incurred by ONTECH including without limitation, reasonable attorney fees. Collection costs and reasonable attorney fees will be billed to CLIENT in advance of the initiation of any collection action. In the event of termination of this Agreement, CLIENT agrees that it will pay ONTECH pursuant to the terms set forth herein for all Products that have been ordered, partial Services provided and direct costs incurred by ONTECH to provide Services.

4) **Suspension/Termination of Services.** ONTECH reserves the right to suspend the delivery of Services if the CLIENT’s account becomes 60 days or more past due effective upon CLIENT’s receipt of written notice of Suspension. Services will not be resumed until the CLIENT’s past due balance is paid in full. ONTECH further reserves the right to terminate Services for non-payment effective upon CLIENT’s receipt of written notice of termination for non-payment. In the event that ONTECH elects to terminate the delivery of Services due to non-payment ONTECH’s engagement will be deemed to have been completed even if ONTECH has not completed the services described in the Scope of Services referred to in any Addendum and this Master Agreement. In such event CLIENT remains obligated to compensate ONTECH for all time expended and to reimburse ONTECH for all out of pocket expenditures through the effective date of termination. CLIENT shall still be financially responsible for any remaining contracted services and subscriptions.

5) **Master Agreement Term.** This Agreement shall be effective as of the date first above written and shall continue in effect for a period of twelve (12) months (the “initial term”) unless canceled by either party upon sixty (60) days’ written notice to the other or earlier terminated due to non-payment. This Agreement, if not canceled, shall further automatically renew for additional and successive periods of twelve (12) months and shall remain in effect thereafter until canceled by either party.

6) **Relationship.** The relationship of ONTECH and CLIENT shall be that of independent contractors, not that of employer/employee, partnership or joint venture. ONTECH shall be free to exercise independent judgment as to the time, place and manner of performing the Services under this Agreement subject to the mutual agreement of CLIENT.

7) **Limited Warranties; Disclaimers.** ONTECH represents and warrants that any Services that it provides to CLIENT under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. CLIENT’s sole and exclusive remedy for a breach of ONTECH’s warranty relating to Services shall be that ONTECH will, in its sole discretion, either (i) use reasonable efforts to re-perform the Services, or (ii) refund the fee CLIENT paid for the Services that are alleged to be in breach of ONTECH’s warranty. A claim for breach of ONTECH’s warranty relating to Services must be made by CLIENT in writing delivered to ONTECH within fifteen (15) days of CLIENT’s discovery of the alleged breach. If CLIENT does not notify ONTECH of a breach of ONTECH’s warranty relating to Services during such period, CLIENT shall be deemed to have irrevocably accepted the Services.

ONTECH does not provide any warranty relating to any Products sold to CLIENT pursuant to this Agreement. CLIENT shall pursue any warranty claim under such warranty as may be available from the manufacturer of the Product. All Products are provided to CLIENT by ONTECH “AS IS.” ONTECH shall, to the extent it is allowed by its vendors, pass through any warranties provided by the manufacturer of the Product. In the event such warranties are not assignable to CLIENT, ONTECH agrees to take commercially reasonable efforts to assist CLIENT’s efforts to obtain warranty coverage. ONTECH is not compensated by manufacturers for Services performed as they relate to the Manufacturer’s Warranty. Those services will be billed to the CLIENT in accordance with the Hourly Services Addendum agreed upon rates. CLIENT acknowledges that no employee of ONTECH or any other party is authorized to make any representations or warranties on behalf of ONTECH that are not in this Agreement. **ONTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES AND/OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE.**

8) **Insurance.** ONTECH shall, at its sole expense, maintain in effect at all times during the performance of Services, insurance coverage as set forth below:

(a) Worker’s Compensation in accordance with the law in the State of Wisconsin.

(b) Commercial General Liability, Professional Liability (Errors and Omissions) and Automobile Liability Insurance.

(c) Evidences of Insurance – Upon execution of this Agreement, ONTECH will, if requested by CLIENT, provide CLIENT with a certificate of insurance confirming the existence of the above described coverages.

9) **Limitations of Liability; Indemnification.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PERFORMED BY ONTECH THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES TO LIMIT THE LIABILITY OF ONTECH FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE SUCH THAT THE TOTAL AGGREGATE LIABILITY OF ONTECH ON ANY CLAIM SHALL NOT EXCEED THE GREATER OF: (a) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR THE SERVICES RENDERED TO CLIENT THAT ARE ALLEGED TO BE THE CAUSE OF THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM; OR (b) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR SERVICES RENDERED TO CLIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. NOTWITHSTANDING THE FOREGOING LIMITATIONS ONTECH SHALL IN NO EVENT BE LIABLE FOR DAMAGES IN EXCESS OF PAYMENTS, IF ANY, MADE BY ONTECH'S INSURANCE CARRIER TO CLIENT.

EXCEPT AS PROVIDED IN PARAGRAPH SEVEN (7) IT IS FURTHER AGREED THAT ONTECH SHALL NOT BE LIABLE FOR CLAIMS ASSERTING OR ARISING OUT OF AN ALLEGED BREACH OF EXPRESS OR IMPLIED WARRANTY OR FOR DAMAGES RELATING TO INTERRUPTION OF BUSINESS, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. CLIENT WILL INDEMNIFY, DEFEND AND HOLD ONTECH HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, COST AND DAMAGE OF ANY NATURE, INCLUDING CLAIMS OF THIRD PARTIES, THAT WOULD BE ABOVE, BEYOND OR OUTSIDE THE SCOPE OF THE TERMS OF THE "LIMITATIONS OF LIABILITY" OR THE "LIMITED WARRANTIES DISCLAIMERS" PROVISIONS SET FORTH IN THE AGREEMENT BY AND BETWEEN ONTECH AND CLIENT.

10) **Confidentiality.** The Parties acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, each party may make available to the other Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. ONTECH further acknowledges that CLIENT owns all proprietary data, files and information maintained, within the files, records and electronic data systems of CLIENT (other than software copyright protected or software licensed by third parties). ONTECH will protect and not release any of CLIENT's data, files or information to any party except upon the express written direction of CLIENT.

11) **Non-solicitation of Ontech employees.** CLIENT recognizes that ONTECH has invested valuable time and resources in the selection, hiring, training and retention of employees that will be assigned to perform Services on behalf of CLIENT. As a result, CLIENT agrees that it will not, during the term of this Agreement or for a period of one (1) year following the termination of this Agreement, solicit for employment or offer employment to any employee of ONTECH. If CLIENT violates this provision ONTECH may immediately terminate this Agreement irrespective of any notice otherwise required herein and CLIENT agrees to pay ONTECH a fee equal to 100% of the yearly wages of the employee or employees that CLIENT hires or attempts to hire as liquidated damages, which amount CLIENT agrees to be a fair and reasonable amount.

12) **Integration; merger.** This Agreement, and the Addendums attached hereto and incorporated herein, supersede all previous agreements whether oral or written between the parties

with respect to the subject matter hereof. This Agreement is expressly agreed to contain all of the terms, conditions and understandings of the parties. This Agreement further contains all of the terms, conditions and understandings of the parties as may be subsequently provided by ONTECH to CLIENT in a written notice of "amendment" electronically delivered to CLIENT provided no written objection to any amended term is received by ONTECH within 45 days from the date of the delivery of the notice of amendment to CLIENT.

- 13) **Binding effect.** This Agreement shall be binding upon the parties, their respective successors, merger partners, assigns, subsidiaries, affiliates, legal representatives and administrators. This Agreement is also binding by and between the parties if CLIENT requests ONTECH to provide services to a third party as a sub-contractor of CLIENT.
- 14) **Governing law.** This Agreement shall be governed by the laws of the state of Wisconsin and any claims or actions arising under this Agreement shall be filed and heard in the Circuit Court of Washington County, Wisconsin.
- 15) **No modifications.** Except as provided in paragraph 12, no modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions.
- 16) **No assignments without consent.** This Agreement may not be assigned without the written consent of the other party.
- 17) **Counter-parts.** This Agreement may be executed by the parties hereto in counter-parts provided it shall not be effective if not signed by both parties with an executed copy provided to the other party. Signatures on a copy of this Agreement or on copies of any other documents provided pursuant to this Agreement delivered by hand, U.S. Mail, courier service or by electronic mail shall be binding upon the parties and of the same legal effect as original signatures.
- 18) **Authority.** The person executing and attesting to this Agreement on behalf of CLIENT hereby personally represents and warrants that: they have full power, authority and right to execute this Agreement; the execution and delivery of this Agreement has been duly authorized by all Managers, Members or owners of CLIENT whose consent or approval may be required; and the execution of this Agreement by the below signatory is sufficient and legally binding on CLIENT without the signature of any other Manager, Member, owner or party.
- 19) **Cancellation of Services by Client.** In the event that CLIENT elects to cancel Services, a written cancellation notice in conformity with paragraph five (5) above shall be delivered to ONTECH stating the Services to be cancelled. If CLIENT is NOT party to any continuing Addendum, ONTECH will issue charges on an hourly basis for providing documentation to CLIENT, purging data from systems and/or labor to work with CLIENT's new IT employee or provider. Subscription services and managed services will NOT be pro-rated and will be billed at a minimum of 1 full calendar month post the effective date of cancellation. All annual contracts for Managed Services and other Subscription services must be paid in full.

Upon receipt of this fully executed document, ONTECH will be available to schedule Services and will proceed in a manner consistent with both organizations' needs. If this meets with your approval, please return a signed copy of this Master Agreement and all applicable Addendums. We look forward to being of service to your organization (CLIENT).

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560

**HOURLY & PROJECT CONSULTING
SERVICES ADDENDUM**

This Addendum is subject to and incorporated into and made part of the Master IT Services Agreement (the “Master Agreement”) by and between ONTECH AND CLIENT.

CLIENT desires to hire ONTECH to perform those certain Services more fully described in the Scope of Services below on the terms and conditions set forth in this Hourly Consulting Services Addendum (“HCSA”).

Client: Village of Caledonia

Date: 03/01/22

- 1. Scope of Services.** ONTECH shall provide to CLIENT mutually agreed upon Services described as computer consulting Services including, but not limited to planning, installation, implementation, troubleshooting and maintenance of network systems and hardware, including computers, servers, printers and switches, hubs, routers and other Products and accessory components. It is understood that ONTECH will assign an Account Team of Consultants, Account Managers, Help Desk Technicians, and Inside Sales Support to perform Services for CLIENT. ONTECH however reserves the right to substitute others with notice to CLIENT provided that CLIENT shall have the right to approve/reject other individuals assigned to provide Services in the event a reasonable reason exists for rejection of a proposed Service provider. Hourly Services are billed in 15 minute increments, whether remote or onsite. Some services may be scoped as a fixed fee if approved by client. Services may also be subject to other charges as described elsewhere in the Agreement.
- 2. Fees.** CLIENT agrees to pay ONTECH the hourly rate fees based upon classification as set forth below or in any subsequent “Scope of Work” entered into by and between Ontech and CLIENT:

<u>Classification</u>	<u>Rate</u>
Hourly Services	\$150
Emergency & After-Hours Services	1.5 x Hourly Services

- 3. Emergency: after hours Services.** Services may be needed by you from time to time to address an occurrence that impacts a critical business operation need and you desire Services on an Emergency or an after-hours basis. This need may be prompted by unanticipated events such as server failures, data corruption, third party hacking, or lack of proactive maintenance or managed services causing the need for urgent or emergency action. If Emergency Services are needed call or email our Help Desk and a support ticket will be created with a critical priority status. ONTECH will respond by coordinating the first-available service appointment with an appropriately skilled service technician to remediate the indicated issue(s) on a best-effort basis. The determination of whether

charges during ONTECH regular business hours 8:00 a.m. and 5:00 p.m. (CST) Monday – Friday will be invoiced at our Emergency hourly Services rate is within the sole discretion of ONTECH giving consideration to the timing and nature of the critical need, the availability of technicians, the impact upon ONTECH’s scheduling of technicians at other locations, the re-assignment of a resource already engaged in other work and the degree of your proactive maintenance or managed services. The rate to be charged for Services will be confirmed to you by email at the time of your request for Emergency Services. All requests for Services to be performed after ONTECH regular hours, 8:00 a.m. and 5:00 p.m. (CST) Monday – Friday (“after hours”) will be at the Emergency hourly Services rate unless otherwise approved by ONTECH.

4. **Project Only Services.** CLIENT may occasionally use ONTECH for the sole purpose of a Project. Projects could include, but are not limited to: Server Migrations and Setup, Data Migrations, Cloud Migrations & Setup, Network Security Assessments and other 1 time services. These projects will be defined by a Scope of Services on a proposal approved by CLIENT and billed as a Fixed Fee or Hourly.
5. **Services not included:** CLIENT may occasionally require additional or amended Services outside of the terms of this CSA. ONTECH will provide a detailed Scope of Services and fee quote for any Managed Services or Hosted Services, required by CLIENT.

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560

MANAGED SERVICES ADDENDUM

This Addendum is subject to and incorporated into the Master IT Services Agreement (the "Agreement") by and between ONTECH AND CLIENT.

CLIENT desires to hire ONTECH to perform those certain Managed Services more fully described in the mutually agreed upon Scope of Services described below or in the referenced Quote that you have accepted.

Client: Village of Caledonia

Date: 03/01/22

Quote #: 10204

1. Managed Services Commitment: The "term" or length of time for Managed Services offered by ONTECH are: month to month; annual; or more than one year. The term you selected is specified in the referenced Quote and is referred to as the Managed Services "term commitment". CLIENT understands that the Managed Services selected by CLIENT, as detailed in the referenced Quote, are for Managed Services only. These services differ from Services offered and provided under Hourly Consulting Services Addendums ("HCSA") or Hosted Services Addendums ("HSA"). In choosing a Managed Services term commitment CLIENT understands that it is committing to the minimum monthly spend amount quoted for the Managed Services within the term selected. If additions are needed, they can be added to any active Addendum or an amendment to this Managed Services Addendum ("MSA"). All Managed Services products or subscriptions purchased through ONTECH as detailed in the referenced Quote are also subject to the same Managed Services term commitment selected. Cancellation prior to the termination date of your Managed Services term commitment will require full payment of the contracted fees for the Managed Services and Products through the last day of the Managed Services term. The Managed Services term commences when the Managed Services agents are installed and confirmed to be "live and active" (not on the date of your acceptance of the Quote). These dates will also be reflected on your invoice. The term of your Managed Services commitment will auto renew for the same term as you initially selected unless you provide a written 60-day notice of non-renewal. The monthly fees do not include set up or cancellation service fees to install or uninstall the Managed Services agents(s)

2. Services not included: Client may occasionally require additional or amended services outside of the terms of this MSA. ONTECH will provide a detailed Scope of Services and fee quote for any Hourly Project & Consulting Services or Hosted Services, required by Client.

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560

ONTECH SYSTEMS, INC.
HOSTED SERVICES ADDEMDUM

This Addendum is subject to and incorporated into the Master IT Services Agreement (the "Master Agreement") by and between ONTECH and CLIENT.

CLIENT desires to hire ONTECH and ONTECH agrees to provide CLIENT with certain Hosted Services as more fully described in the Quote(s) referenced below. This Addendum will cover the Hosted Services currently quoted and future Hosted Services approved by Client.

Client: Village of Caledonia

Quote #: TBD

Date: 03/01/22

Ontech Systems, Inc.

CLIENT

Mark P. Dohnal
President
262.522.8560



N85W16186 Appleton Ave. · Suite A · Menomonee Falls, WI · 53051
www.ontech.com · 262.522.8560

Ontech New Customer Onboarding Documentation Office and Accounting Needs

Technical Contact

Full Name:

Phone:

Email:

List the contacts approved to submit support tickets, create tickets via our Client portal, email, and phone:

Please indicate whether you would like to submit tickets via. Choose one or more:

Email

Phone

Client Portal

Would you like to schedule a 5 minute training session on our Service Portal? Yes

Accounting Contact

Full Name:

Phone:

Email:

If you would like invoices emailed to more contacts, please add the email address(es) here:

Do you require a Certificate of Insurance from Ontech? No

Do you require a W-9 from Ontech? No

Ontech's products and services are subject to sales tax.

Sales Tax County:

Is your organization tax exempt? No

- If yes, a tax exempt certificate must be provided. Please send to Jackie Buehler, jackie@ontech.com.

The Ontech Portal, <https://portal.ontech.com>, offers quick and easy access to your account. Invoices, statements, payment and billing history are all available. Pay online using one-time or auto payment options with credit card (3% fee applies) or ACH (free). A welcome email will be sent to get you setup.

Would you like to schedule a 5 minute training session on our Billing Portal? Yes

Note: Ontech Systems, Inc. is an S Corporation and does not require a 1099
EIN: 20-0636722

Ontech Billing Contact: Jackie Buehler, jackie@ontech.com , 262-522-8560 ext. 100

RESOLUTION NO. 2022-37
(4/4/2022)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD
A CONTRACT FOR THE HIGHWAY DEPARTMENT FUEL PUMP
IMPROVEMENTS PROJECT**

WHEREAS, the Caledonia Engineering Department has prepared the Highway Department Fuel Pump Improvements Project in the Village of Caledonia to replace the Fuel Pumps at the Public Works Yard at 6922 Nicholson Road.

WHEREAS, the Engineering Department has advertised to receive sealed bids for the Highway Department Fuel Pump Improvements Project and 1 sealed bid was received on March 30, 2022.

WHEREAS, the Engineering Department, held a Public Bid Opening at the Village Hall and read the 1 sealed bid.

WHEREAS, the lowest responsible bidder for the project was Badger Oil Equipment Company 12030 W. Ripley Avenue Milwaukee, WI 53226, in the amount of \$45,000.00.

WHEREAS, the Engineering Department recommends awarding of the contract for the Highway Department Fuel Pump Improvements Project to the lowest responsible bidder Badger Oil Equipment Company in the amount of \$45,000.00.

NOW, THEREFORE, BE IT RESOLVED that the contract for the Project be, and hereby is, awarded to the lowest responsible bidder, Badger Oil Equipment Company in the amount of \$45,000.00 and that the Public Services Director, Village President, and Village Clerk are authorized to execute any 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 April 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn M. Hoeffert, Village Clerk

BID FORM

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

BASE BID - UNIT PRICE BID

Item	Description	Est. Qty.	Unit	Unit Cost	Total
1	Fuel Pump Improvements	1	LS	45,000 ⁰⁰	45,000 ⁰⁰
Total Bid					45,000 ⁰⁰

Name of Company **BADGER OIL EQUIPMENT CO**
12030 West Ripley Avenue
Milwaukee, WI 53226

Address of Company

BY: 

TITLE: President

RESOLUTION NO. 2022-38
(4/4/2022)

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO AWARD
A CONTRACT FOR THE 2022 CATCH BASIN REHAB PROJECT**

WHEREAS, the Caledonia Engineering Department has prepared the 2022 Catch Basin Rehab Project in the Village of Caledonia to rehab existing catch basins in subdivisions that are proposed to be resurfaced in 2022.

WHEREAS, the Engineering Department has identified 91 catch basins to be rehabbed and 835' of curb that needs to be replaced prior to the resurfacing projects planned for the Summer of 2022.

WHEREAS, the Engineering Department has advertised to receive sealed bids for the 2022 Catch Basin Rehab Project and 4 sealed bids were received on March 30, 2022.

WHEREAS, the Engineering Department, held a Public Bid Opening at the Village Hall and read the 4 sealed bids.

WHEREAS, the lowest responsible bidder for the project was Earth X LLC. 1121 Newman Road Racine, WI 53406, in the amount of \$127,150.00.

WHEREAS, the Engineering Department recommends awarding of the contract for the 2022 Catch Basin Rehab Project to the lowest responsible bidder Earth X LLC. in the amount of \$127,150.00.

NOW, THEREFORE, BE IT RESOLVED that the contract for the Project be, and hereby is, awarded to the lowest responsible bidder, Earth X LLC. in the amount of \$127,150.00 and that the Public Services Director, Village President, and Village Clerk are authorized to execute any 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 April 2022.

VILLAGE OF CALEDONIA

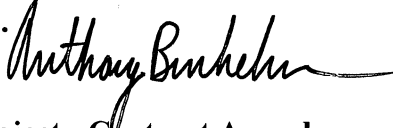
By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn M. Hoeffert, Village Clerk

MEMORANDUM

DATE: Wednesday, March 30, 2022

TO: Caledonia Utility District

FROM: Anthony A. Bunkelman P.E.
Public Services Director 

RE: 2022 Catch Basin Rehab Project - Contract Award

BACKGROUND INFORMATION

The 2022 Catch Basin Rehab Project has been prepared by the Engineering Department to rehab the existing catch basins in subdivisions that are proposed to be resurfaced in 2022. There are 91 catch basins and 835' of curb that needs to be replaced prior to the resurfacing projects planned for the summer of 2022.

The 2022 Catch Basin Rehab Project has been publicly advertised as required. The bid opening for the project was held on March 30, 2022. The Village of Caledonia received 4 bids for the project. The low base bid was from Earth X LLC. in the amount of \$127,150.00.

The Engineering Department staff have reviewed the bids and have determined that the unit bid prices are reasonable for the amount of work proposed.

RECOMMENDATION

Move to authorize the Caledonia Utility District and Village of Caledonia to issue the Notice of Award to Earth X LLC for the 2022 Catch Basin Rehab Project in the amount of \$127,150.00.

Move to authorize the Utility District President and Secretary to execute any contract documents as necessary.

BID FORM

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

BASE BID - UNIT PRICE BID

Item	Description	Est. Qty.	Unit	Unit Cost	Total
1	Tuckpoint/Backplaster Existing Structure Only	48	EA	\$ 250 ⁰⁰	\$ 12,000 ⁰⁰
2	Rehab Existing Storm Sewer Structure (< 8")	27	EA	\$ 800 ⁰⁰	\$ 21,600 ⁰⁰
3	Rehab Existing Storm Sewer Structure (> 8")	16	EA	\$ 1200 ⁰⁰	\$ 19,200 ⁰⁰
4	Install R-3501-R Casting (Village Provided)	10	EA	\$ 100 ⁰⁰	\$ 1,000 ⁰⁰
5	Install R-3501-TB Casting (Village Provided)	16	EA	\$ 100 ⁰⁰	\$ 1,600 ⁰⁰
6	Remove & Replace 30" Sloped Curb & Gutter (Type T)	835	LF	\$ 60 ⁰⁰	\$ 50,100 ⁰⁰
7	Remove & Replace Asphalt Pavement (Full Depth)	71	SY	\$ 150 ⁰⁰	\$ 10,650 ⁰⁰
8	Repair Sink Hole	3	EA	\$ 2500 ⁰⁰	\$ 7,500 ⁰⁰
9	Modify Existing Structure	1	LS	\$ 3500 ⁰⁰	\$ 3,500 ⁰⁰
Total Base Bid					\$ 127,150 ⁰⁰
ALT 1	Rehab Existing Storm Sewer Structure w/ Plastic (<8")	27	EA	\$ 1050 ⁰⁰	\$ 28,350 ⁰⁰
ALT 2	Rehab Existing Storm Sewer Structure w/ Plastic (>8")	16	EA	\$ 2000 ⁰⁰	\$ 32,000 ⁰⁰
Total Alternate Bid (Less Items 2 & 3, Add ALT 1 and ALT 2)					\$ 146,700 ⁰⁰

EARTH X LLC

Name of Company

1121 NEWMAN RD. RACINE, WI 53406

Address of Company

BY: *Carl M. [Signature]*

TITLE: FOREMAN

2022 Catch Basin Rehab Project				EARTH X LLC		AW Oakes & Son		The Reesman Company		Forward Equipment LLC	
Item	Description	Est. Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Tuckpoint/Backplaster Existing Structure Only	48	EA	\$ 250.00	\$ 12,000.00	\$ 350.00	\$ 16,800.00	\$ 275.00	\$ 13,200.00	\$ 335.00	\$ 16,080.00
2	Rehab Existing Storm Sewer Structure (< 8")	27	EA	\$ 800.00	\$ 21,600.00	\$ 875.00	\$ 23,625.00	\$ 1,100.00	\$ 29,700.00	\$ 667.00	\$ 18,009.00
3	Rehab Existing Storm Sewer Structure (> 8")	16	EA	\$ 1,200.00	\$ 19,200.00	\$ 1,350.00	\$ 21,600.00	\$ 1,500.00	\$ 24,000.00	\$ 1,082.00	\$ 17,312.00
4	Install R-3501-R Casting (Village Provided)	10	EA	\$ 100.00	\$ 1,000.00	\$ 300.00	\$ 3,000.00	\$ 250.00	\$ 2,500.00	\$ 310.00	\$ 3,100.00
5	Install R-3501-TB Casting (Village Provided)	16	EA	\$ 100.00	\$ 1,600.00	\$ 300.00	\$ 4,800.00	\$ 250.00	\$ 4,000.00	\$ 310.00	\$ 4,960.00
6	Remove & Replace 30" Sloped Curb & Gutter (Type T).	835	LF	\$ 60.00	\$ 50,100.00	\$ 50.00	\$ 41,750.00	\$ 72.50	\$ 60,537.50	\$ 73.00	\$ 60,955.00
7	Remove & Replace Asphalt Pavement (Full Depth - 3.5")	71	SY	\$ 150.00	\$ 10,650.00	\$ 150.00	\$ 10,650.00	\$ 142.00	\$ 10,082.00	\$ 90.00	\$ 6,390.00
8	Repair Sink Hole	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,180.00	\$ 12,540.00	\$ 9,700.00	\$ 29,100.00
9	Modify Existing Structure	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,900.00	\$ 2,900.00	\$ 2,065.00	\$ 2,065.00	\$ 4,300.00	\$ 4,300.00
Total Base Bid					\$ 127,150.00		\$ 129,625.00		\$ 158,624.50		\$ 160,206.00
ALT1	Rehab Existing Storm Sewer Structure w/ Plastic (<8")	27	EA	\$ 1,050.00	\$ 28,350.00	\$ 1,000.00	\$ 27,000.00	\$ 1,605.00	\$ 43,335.00	\$ 1,000.00	\$ 27,000.00
ALT2	Rehab Existing Storm Sewer Structure w/ Plastic (>8")	16	EA	\$ 2,000.00	\$ 32,000.00	\$ 1,450.00	\$ 23,200.00	\$ 2,565.00	\$ 41,040.00	\$ 1,500.00	\$ 24,000.00
Total Base Bid					\$ 146,700.00		\$ 134,600.00		\$ 189,299.50		\$ 175,885.00

Rolling Fields
Office of the Board of Directors

Rolling Fields Homeowners' Association
P. O. Box 085592
Racine, Wisconsin 53408

December 27, 2021

Dear Rolling Fields homeowner,

The board of directors has voted to remove the exclusivity clause naming Mastercraft Builders as the sole allowed builder in the subdivision. All other Language in the covenant remains intact. Any builder will have to comply with **all** construction guidelines in the covenant and any construction will continue to be subject to the approval of the Architectural Control Committee. There is only one open lot in the subdivision. The Board needs **your vote** to complete the process of deleting Article III subsection 3.4. that reads:

3.4 Exclusive Builder. The Developer reserves the right to designate and require buyers to use J.J.D. Mastercraft Builders, Inc. as the exclusive builder in the Subdivision.

Please sign and return the bottom section of this letter in the enclosed, stamped envelope.

I, _____, vote to approve removing Article III,
Print your name
Subsection 3.4 from the Covenant for the Rolling Fields Homeowners'
Association.

Signed

dated