

SPECIAL VILLAGE BOARD MEETING AGENDA
Monday, May 9, 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**
 - A. Policy Manuel Review Announcement
5. **Approval of Minutes**
 - Village Board – April 18th, 2022
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
 - B. Legislative & Licensing
 1. New Class A Combination Liquor License/4 Mile Petro LLC/Trade Name Hometown/600 4 Mile Road/
Mohammad Akntar, Agent
8. **Ordinances and Resolutions**
 - A. **Resolution 2022-41** – Resolution Authorizing The Village Of Caledonia To Enter Into A Development Agreement With TI Investors Of Caledonia LLC For Two Parcels Of Land In Tax Incremental District No. 4
 - B. **Resolution 2022-42** – Resolution Of The Village Board Of The Village Of Caledonia To Approve Certified Survey Map # _____; Parcel ID 104-04-23-20-124-010 – Located In The SE 1/4 Of Section 20, T4N, R23E, Chester Lane, Village Of Caledonia, Racine County, WI – Owner Robert Konecko – Applicant David Wade & Joy Mathein
 - C. **Resolution 2022-43** – A Resolution Of The Village Board Of The Village Of Caledonia Denying An Amendment To A Conditional Use Permit To Include The Operation Of A U-Haul Business With Outdoor Storage Of Vehicles And Trailers Located At 7952 Ush 41, Village Of Caledonia, Racine County, WI; Joy Peter, Applicant, Kidangavil Inc., Owner
 - D. **Resolution 2022-44**– A Resolution Of The Board Of Trustees Of The Village Of Caledonia Approving A Professional Services Agreement With Clark Dietz, Inc. For Engineering Services
 - E. **Resolution 2022-47** – A Resolution Of The Board Of Trustees Of The Village Of Caledonia Approving A Professional Services Agreement With Ehlers For Financial Services As Relates To A Specific Proposed Project Within Tid#4
 - F. **Resolution 2022-45** – Resolution Authorizing The Village Of Caledonia To Purchase Licenses, Equipment And Storage For A Complete Back Up Solution
 - G. **Resolution 2022-46** – Resolution Accepting The Proposal From McMahon Associates, Inc. For A Study For Shared Services Models For Fire/Ems Services
9. **New Business**
 - A. Process of filling a Board Vacancy
10. **Report from Village Administrator**
11. **Adjournment**

**Village Board Meeting
April 18th, 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 Wanggaard, Trustee Wishau, Trustee McManus, Trustee Martin, and President Dobbs.

Absent: Trustee Stillman was excused.

Staff: Also present were Administrator Kathy Kasper, HR Manager Michelle Tucker, Finance Director Wayne Krueger, Development Director Peter Wagner, Director of Public Services Anthony Bunkelman, Engineer Ryan Schmidt, Police Chief Christopher Botsch, and BC Walter Leininger. Also present was Brian Della, PMA Director of Finance.

4 – Communications and Announcements

5 – Approval of Minutes

Village Board – April 4th, 2022
Special Village Board – April 11th, 2022

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

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

Alberto Januchowski, 4652 Charles St., was present regarding the updated parking regulations and expressed frustration with Village staff and code enforcement. Januchowski maintained that he has always been able to park his vehicles on his lawn. He is upset and asks who is complaining. He spoke of other residential areas being able to park their cars on the lawn and questioned why they didn't get a letter?

Scott Hottovy, 1323 Johnson Avenue, was also present regarding the updated parking regulations and agreed with his neighbor Alberto. Hottovy further spoke of personal issues that are affecting him today. He was heavily involved with automotive work in the past and hasn't been able to work in the same way as before. He does not understand the revisions in the Ordinance and wanted clarification on what he can do. He has not sought clarification from the Village based on his conversations with his neighbor.

Montezul Cruz-Seymour, 2318 Broadleaf Drive, was also present regarding the updated parking regulations and thought that the Village staff was helpful and wasn't aware he was in violation. Cruz-Seymour was in support of cleaning up the community. He questioned how he might be able to be mindful of upcoming meetings and ordinance changes.

James Gardner, 6845 Douglas Avenue, spoke of the legitimacy of the Village ordinances, disagreed with how they are written, and felt there was some conflict with the State code.

7 – Committee Report

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

Village – \$ 398,356.55

US Bank – \$ 33,367.48

Motion by Trustee Wishau to approve the A/P checks as presented for \$ 398,356.55.
Seconded by Trustee Martin. Motion carried unanimously.

Motion by Trustee Wishau to approve the US Bank listing as presented for \$ 33,367.48.
Seconded by Trustee Martin. Motion carried unanimously.

7B - Discussion and Possible Action on Real Racine Contract

At the last Community Development Authority (CDA) meeting, Jenny Trick from RCEDC was present to discuss the possible relationship between Real Racine and RCEDC. After this discussion, the authority voted in favor of recommending the Village Board withdraw from the contract from 1983. This contract has a 6-month withdrawal cause. However, the intention is not to completely withdraw. Still, the recommendation is to send Real Racine a notice to terminate the contract but invite them for renegotiation so that we can continue to work with them. There is \$80,000 of tourism dollars paid to Real Racine, and Caledonia would like to make sure that money is being spent on our Village. There was discussion regarding Real Racine's current staffing and goals and what it would mean to pull this contract. The Board further discussed what could be done with this money in place of Real Racine. There was a conversation regarding the branding sub-committee and directional changes to the CDA.

Motion by Trustee Weatherston to lay this item over until May 2nd. Seconded by Trustee Wanggaard. Motion carried unanimously.

8 – Ordinances and Resolutions

8A – Resolution 2022-38 – Resolution Authorizing The Village Of Caledonia To Award A Contract For The 2022 Catch Basin Rehab Project

This project is part of the resurfacing projects that were identified for 2022. Four bids were received, with the lowest bidder being AW Oakes & Sons. This bid fell in the range of the engineer's estimate.

Motion by Trustee Weatherston to approve the contract with AW Oakes & Sons.
Seconded by Trustee Martin. Motion carried unanimously.

8B – Resolution 2022-39 – Resolution Amending The 2022 Village Of Caledonia Budget

The purpose of this amendment is so that the Village is under the expenditure limit for reporting purposes.

Motion by Trustee Weatherston to modify the 2022 Village Of Caledonia Budget.
Seconded by Trustee Wanggaard

Trustee Weatherston – aye	Trustee Martin – aye
Trustee McManus – aye	Trustee Wishau – aye
Trustee Wanggaard – aye	President Dobb – aye

Motion carried unanimously.

8C – Resolution 2022-40 – A Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Issuance Of A Taxable Tax Increment Revenue Bond (Scannell Properties Lot 1 - TID No. 4)

Scannell is transferring the obligation to General Mills.

Motion by Trustee Martin to approve Resolution 2022-40. Seconded by Trustee McManus.
Motion carried unanimously.

9 – New Business

9A – Appointments to Village Board Sub-Committees and Commission Liaisons

- Ad Hoc Committee
 - Trustee Wishau
 - Trustee Martin
 - Trustee Stillman
- Board of Review
 - Trustee Martin
- CDA
 - Trustee Martin
- Finance Committee

- President Dobbs
- Trustee Weatherston
- Trustee Wishau

- Legislative & Licensing Committee
 - Trustee Wanggaard
 - Trustee Stillman
 - Trustee Martin

- Parks & Recreation Advisory Committee
 - Trustee McManus
 - Trustee Wishau

- Personnel Committee
 - Trustee Stillman
 - Trustee Wanggaard

- Planning Commission
 - Trustee Weatherston
 - President Dobbs

- Public Safety Committee
 - Trustee Stillman
 - Trustee Wanggaard
 - Trustee McManus

- Public Works Committee
 - Trustee Weatherston
 - Trustee McManus

- Utility District
 - Trustee Wishau

10 – Report from Village Administrator

- The Svoboda restitution hearing has resulted in a restitution agreement with the Village.
- There will be a development agreement for the Badger Land property at the next Board meeting.
- There continue to be meetings regarding the South Hills property.
- TID 5 – Cardinal is interviewing brokers and continues to wait for the Tracy Cross Market Study.
- TID 3 – The expansion is still being planned and is on track for this fall
- CBS 58 is doing community features on an AM segment, and we are tasked to develop components for that show.
- Real Racine has a contract with WISN that also features the community.
- Working on KRM, who has applied for FTA funding and will come back with a further update as she seeks out information.

- Fire Consolidation study, there were five proposals, and they are moving on to interviewing firms
- Public Safety Building meetings continue

11A – 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 infill residential development.

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

Trustee Weatherston – aye Trustee Martin – aye
Trustee McManus – aye Trustee Wishau – aye
Trustee Wanggaard – 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 McManus to go into open session. Seconded by Trustee Weatherston.
Motion carried unanimously.

12 – Adjournment

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

Meeting adjourned at 7:32 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	040122	04/01/2022 DELTA DENTAL PRE	04/01/2022	7,610.68	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	040122	04/01/2022 DELTA DENTAL COB	04/01/2022	176.48	100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	040122	04/01/2022 DELTA DENTAL VISI	04/01/2022	848.88	100-21536-000 Vision Deductions
498	ACH - DELTA DENTAL	040122	04/01/2022 DELTA DENTAL VISI	04/01/2022	23.04	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:					8,659.08	
ACH - JAMES IMAGING						
897	ACH - JAMES IMAGING	31495428	TOSHIBA COPIERS - VILLAGE H	04/21/2022	1,380.73	100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					1,380.73	
ACH - QUADIENT FINANCE USA INC						
3898	ACH - QUADIENT FINANCE USA	POSTAGE & S	POSTAGE & SUPPLIES	03/31/2022	2,028.48	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:					2,028.48	
ACH - SUPERFLEET						
1730	ACH - SUPERFLEET	EJ994 041820	FUEL FOR FD VEHICLES	04/29/2022	1,071.99	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					1,071.99	
ACH - TIAA COMMERCIAL FINANCE, INC.						
1851	ACH - TIAA COMMERCIAL FINA	8866165	MAR-22; PRINTER CONTRACT	04/18/2022	4,470.37	100-90-62300 Office Equipment Rental & Main
Total ACH - TIAA COMMERCIAL FINANCE, INC.:					4,470.37	
ACH - TOSHIBA FINANCIAL SERVICES						
1998	ACH - TOSHIBA FINANCIAL SER	31495427	MAR-22; COURTS COPIER MFD	04/21/2022	190.96	100-90-62300 Office Equipment Rental & Main
Total ACH - TOSHIBA FINANCIAL SERVICES:					190.96	
ACH - WE ENERGIES						
380	ACH - WE ENERGIES	4078744473	FEB22 - MAR22; LIGHTING	03/22/2022	18.90	221-00-64140 Utilities
380	ACH - WE ENERGIES	4078744473	FEB22 - MAR22; LIGHTING	03/22/2022	15.60	100-35-64140 Utilities
380	ACH - WE ENERGIES	4102897876	STREET LIGHTS - 3/11/22 - 04/0	04/12/2022	11,569.33	100-90-64290 Street Lighting
Total ACH - WE ENERGIES:					11,603.83	
ADULT SPORTS REFUND						
8990	ADULT SPORTS REFUND	5002434	2022 SLOW PITCH SOFTBALL -	04/19/2022	200.00	221-00-46210 Adult Sport Revenue
8990	ADULT SPORTS REFUND	7000349	2022 SOFTBALL -- SPONSOR F	04/11/2022	200.00	221-00-46210 Adult Sport Revenue
8990	ADULT SPORTS REFUND	7000349	2022 SOFTBALL -- PLAYER FE	04/11/2022	220.00	221-00-46210 Adult Sport Revenue

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total ADULT SPORTS REFUND:					620.00	
AFC INTERNATIONAL INC.						
32	AFC INTERNATIONAL INC.	64542	Q-10; 4 GAS METER SENSOR	04/20/2022	223.13	100-35-64250 Equipment Repairs & Maintenanc
Total AFC INTERNATIONAL INC.:					223.13	
APEX KEY & LOCK						
118	APEX KEY & LOCK	INV-6808	DUPLICATE KEY	04/18/2022	14.79	100-43-64240 Building Repairs & Maintenance
Total APEX KEY & LOCK:					14.79	
ARAMARK						
128	ARAMARK	6240011692	APR-22; RUG DELIVERY - VILLA	04/20/2022	261.58	100-43-62100 Contracted Services
Total ARAMARK:					261.58	
AUDENBY ELECTRIC						
173	AUDENBY ELECTRIC	15210	STATION 11; ELECTRICAL SERV	04/20/2022	2,994.64	100-35-64240 Building Repairs & Maintenance
Total AUDENBY ELECTRIC:					2,994.64	
AURORA HEALTH CARE						
155	AURORA HEALTH CARE	615149	PERSONNEL PRE EMPLOYMEN	04/10/2022	197.00	100-13-51100 Personnel Medical Exams
Total AURORA HEALTH CARE:					197.00	
AXON ENTERPRISE, INC.						
161	AXON ENTERPRISE, INC.	INUS068510	TASER BATTERIES	04/19/2022	475.38	100-30-64070 Work Supplies
Total AXON ENTERPRISE, INC.:					475.38	
BUY RIGHT, INC.						
273	BUY RIGHT, INC.	14873-359829	WASHER FLUID	04/19/2022	66.12	100-30-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-359987	3 QUARTS OIL - PARKS TRUC	04/20/2022	15.15	221-00-63200 Fuel, Oil, Fluids
273	BUY RIGHT, INC.	14873-359988	FUEL PRESSURE TEST (FUEL	04/20/2022	47.49	221-00-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-360579	AUTO REPAIRS AIR FILTER-200	05/04/2022	191.66	221-00-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-360719	OIL CHANGES & REPAIRS	04/27/2022	293.77	100-43-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-360847	2017 FORD AIR FILTER	04/28/2022	8.92	100-43-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-360940	STARTER CREDIT; CORE RETU	04/29/2022	15.00-	100-43-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-361251	MED 32; BRAKES	05/04/2022	260.61	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	359826	STATION 11; SHOP SUPPLIES	04/20/2022	24.26	100-35-64250 Equipment Repairs & Maintenanc
273	BUY RIGHT, INC.	359891	TENDER 12; LIGHT BAR PART	04/20/2022	5.06	100-35-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
273	BUY RIGHT, INC.	359899	STATION 11; RELAY	04/20/2022	27.87	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	360030	SHOP SUPPLIES	04/27/2022	27.87	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	360448	STATION 11; SHOP SUPPLIES	04/27/2022	25.62	100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	360597	MED 32; AIR FILTER	04/27/2022	39.89	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					1,019.29	
CITY OF KENOSHA						
9221	CITY OF KENOSHA	00220601	APR-22; MEDIA TRAINING	05/04/2022	388.00	100-35-51300 Education/Training/Conferences
Total CITY OF KENOSHA:					388.00	
COMPASS MINERALS AMERICA						
391	COMPASS MINERALS AMERICA	990410	256.86 TON ROAD SALT	04/25/2022	18,501.63	100-41-64090 Road Maintenance Materials
391	COMPASS MINERALS AMERICA	991052	41.93 TON ROAD SALT	04/25/2022	3,020.22	100-41-64090 Road Maintenance Materials
391	COMPASS MINERALS AMERICA	994551	310.12 TON ROAD SALT	05/02/2022	22,337.94	100-41-64090 Road Maintenance Materials
Total COMPASS MINERALS AMERICA:					43,859.79	
COMPLETE OFFICE OF WISCONSIN						
392	COMPLETE OFFICE OF WISCO	345666	PAPER PLATES- BREAKROOM	04/26/2022	100.60	100-43-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	340896	PAPER CLIP HOLDER	04/20/2022	1.34	100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	341874	PAPER -VILLAGE HALL	04/21/2022	68.10	100-13-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	346821	PAPER TOWEL FOR BREAKRO	04/27/2022	29.29	100-43-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	347011	STENO BOOK, POST IT NOTES,	04/28/2022	94.20	100-13-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					293.53	
CRAIG D. CHILDS, PHD, SC						
414	CRAIG D. CHILDS, PHD, SC	2924	NEW HIRE EVALUATION; BABB	09/10/2021	510.00	100-30-51100 Testing/Physicals
Total CRAIG D. CHILDS, PHD, SC:					510.00	
CRIVELLO CARLSON, S.C.						
278	CRIVELLO CARLSON, S.C.	2372-171197	MAR-22; LEGAL SERVICES CIV	04/20/2022	4,549.85	100-90-61100 Legal Fees
Total CRIVELLO CARLSON, S.C.:					4,549.85	
DIVERSIFIED BENEFIT SERVICES						
525	DIVERSIFIED BENEFIT SERVIC	350918	APRIL 2022 HRA HEALTH REIM	04/04/2022	645.03	278-00-62100 Contracted Services
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-003 Retiree R Roeder
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-004 Retiree G Roeder
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-009 Retiree Rozina
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-013 Retiree Heried

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-012 Retiree Lewis
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-014 Retiree Bosch
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-015 Retiree Borkowski
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-016 Retiree D. Roeder
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-017 Retiree B. Michna
525	DIVERSIFIED BENEFIT SERVIC	350920	APRIL 2022 - RETIREE HRA HEA	04/01/2022	10.50	280-21930-018 Retiree K. Hays
525	DIVERSIFIED BENEFIT SERVIC	352450	APR-22; FSA ADMINISTRATIVE	04/18/2022	191.10	100-90-62100 Contracted Services
525	DIVERSIFIED BENEFIT SERVIC	353177	MAY 2022 HRA HEALTH REIMBU	05/02/2022	642.38	278-00-62100 Contracted Services
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-003 Retiree R Roeder
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-004 Retiree G Roeder
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-009 Retiree Rozina
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-012 Retiree Lewis
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-013 Retiree Heried
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-014 Retiree Bosch
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-015 Retiree Borkowski
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-016 Retiree D. Roeder
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-017 Retiree B. Michna
525	DIVERSIFIED BENEFIT SERVIC	353179	MAY 2022 RETIREE HRA HEALT	05/02/2022	10.50	280-21930-018 Retiree K. Hays
Total DIVERSIFIED BENEFIT SERVICES:					1,688.51	
EMS REFUND VENDORS						
9000	EMS REFUND VENDORS	15-0107 1-24-2	EMS REFUND CALL NO-15-0107	04/06/2022	649.64	100-00-46230 Ambulance/EMS Fees
9000	EMS REFUND VENDORS	21-2097	REFUND; CALL NUMBER 21-209	04/22/2022	269.56	100-00-46230 Ambulance/EMS Fees
Total EMS REFUND VENDORS:					919.20	
ENNIS PAINT INC.						
601	ENNIS PAINT INC.	427070	2970 GAL.TRAFFIC PAINT	04/18/2022	30,642.15	100-41-64090 Road Maintenance Materials
Total ENNIS PAINT INC.:					30,642.15	
FGM ARCHITECTS						
652	FGM ARCHITECTS	21-3278.01-6	PROJECT 21-3278.01 -- PROF. S	04/18/2022	68,780.00	400-75-65020 FGM Building Improvements
Total FGM ARCHITECTS:					68,780.00	
FIRE SERVICE INC.						
3900	FIRE SERVICE INC.	38175	Q-12; REPAIRS	04/29/2022	6,163.46	100-35-63300 Vehicle Repairs & Maintenance
Total FIRE SERVICE INC.:					6,163.46	
FRANKSVILLE AUTOMOTIVE LLC						
679	FRANKSVILLE AUTOMOTIVE LL	12794	#209: OIL CHANGE	04/26/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
679	FRANKSVILLE AUTOMOTIVE LL	12795	#218; OIL CHANGE	04/26/2022	55.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12806	#214; OIL CHANGE; REPLACE 4	04/27/2022	158.62	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12809	#201; TIRE REPAIR	04/28/2022	37.08	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12821	#209; INSTALL 4 TIRES	04/29/2022	103.00	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12822	#206 4 TIRE INSTALL	04/29/2022	103.00	100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12823	#205 4 TIRE INSTALL	04/29/2022	103.00	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					615.94	
FROEDTERT SOUTH INC.						
3857	FROEDTERT SOUTH INC.	42122	APR-22; CPR CLASSES	04/27/2022	570.00	250-35-64195 Fire Dept - CPR Classes
Total FROEDTERT SOUTH INC.:					570.00	
HILLER FORD						
9211	HILLER FORD	482491	#205; REPLACE LEFT EXHAUST	04/26/2022	410.03	100-30-63300 Vehicle Repairs & Maintenance
9211	HILLER FORD	483907	#210; FRONT WHEEL ALIGNME	04/27/2022	82.37	100-30-63300 Vehicle Repairs & Maintenance
9211	HILLER FORD	483955	#215; REPLACE RIGHT SIDE CA	05/03/2022	1,207.97	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:					1,700.37	
IMPERIAL BAG & PAPER CO, LLC DBA KRANZ						
1097	IMPERIAL BAG & PAPER CO, LL	1766042-00	CLEANER & GERMICIDE SPRAY	04/27/2022	131.43	100-35-64100 Janitorial Supplies
Total IMPERIAL BAG & PAPER CO, LLC DBA KRANZ:					131.43	
JEFFERSON FIRE & SAFETY, INC.						
909	JEFFERSON FIRE & SAFETY, IN	IN139912	SCBA HARNESS REPAIRS	04/27/2022	356.50	100-35-64110 Small Equipment
909	JEFFERSON FIRE & SAFETY, IN	IN140001	SCOTT REGULATOR HOLDER	05/04/2022	33.00	100-35-64250 Equipment Repairs & Maintenance
Total JEFFERSON FIRE & SAFETY, INC.:					389.50	
K & M TIRES DELPHOS						
1022	K & M TIRES DELPHOS	310057069	8 TIRES	04/28/2022	1,223.28	100-30-63300 Vehicle Repairs & Maintenance
1022	K & M TIRES DELPHOS	421985238	8 TIRES	04/28/2022	1,186.56	100-30-63300 Vehicle Repairs & Maintenance
Total K & M TIRES DELPHOS:					2,409.84	
KIESLER POLICE SUPPLY						
9220	KIESLER POLICE SUPPLY	IN188469	SITE FOR FIREARM	05/03/2022	436.55	100-30-64070 Work Supplies
Total KIESLER POLICE SUPPLY:					436.55	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
KORTENDICK HARDWARE						
1096	KORTENDICK HARDWARE	149279	FIRST AID KIT, DRILL BIT, TITANI	04/07/2022	33.26	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	149343	EXTENSION CORD, CIRCULAR	04/11/2022	119.66	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	149343	INSTANT SAVINGS	04/11/2022	2.00-	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	149343	INSTANT SAVINGS	04/11/2022	2.00-	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	149416	HOUSEHOLD LYIE DRAIN, DRAI	04/13/2022	12.58	100-43-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	149417	BATTERIES	04/13/2022	16.19	221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	149607	STATION 11; SHOP SUPPLIES	04/27/2022	34.87	100-35-64250 Equipment Repairs & Maintenanc
1096	KORTENDICK HARDWARE	149727	MISC. BREAKROOM PRODUCT	04/28/2022	55.52	100-43-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	149857	CLEANING SUPPLIES	05/04/2022	48.54	221-00-64100 Janitorial Supplies
Total KORTENDICK HARDWARE:					316.62	
LANGE ENTERPRISES, INC.						
1135	LANGE ENTERPRISES, INC.	79711	MISC SIGNS & MATERIALS	04/25/2022	2,160.70	100-41-64090 Road Maintenance Materials
Total LANGE ENTERPRISES, INC.:					2,160.70	
MARTIN FORD, INC.						
1234	MARTIN FORD, INC.	129378	#205; OIL CHANGE	04/29/2022	40.00	100-30-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					40.00	
MAYER REPAIR						
1260	MAYER REPAIR	17008S	MED 32; REPAIRS	04/27/2022	444.82	100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:					444.82	
MENARDS RACINE						
1281	MENARDS RACINE	41046	MISC HARDWARE PARTS	04/21/2022	235.04	100-41-63300 Vehicle Repairs & Maintenance
Total MENARDS RACINE:					235.04	
MOBILE REDUCTION SPECIALISTS						
1345	MOBILE REDUCTION SPECIALI	68032	APR-22; (3) 30 YARD CONTAIN	04/19/2022	1,358.58	241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	68066	APR-22' (1) 30 YARD CONTAIN	04/22/2022	433.58	241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	68086	(3) 30 YARD CONTAINERS -- 4/2	04/26/2022	1,275.00	241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	68118	(1) 30 YARD CONTAINERS -- 4/2	04/29/2022	425.00	241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	68154	(1) 30 YARD CONTAINERS -- 5/2/	05/03/2022	425.00	241-00-62800 Waste Disposal
Total MOBILE REDUCTION SPECIALISTS:					3,917.16	
MOTOROLA SOLUTIONS						
1354	MOTOROLA SOLUTIONS	823031892404	2021-2022; ANNUAL BODY CAM	04/21/2022	18,942.00	100-30-62100 Contracted Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MOTOROLA SOLUTIONS:					18,942.00	
MUNICIPAL PROPERTY INSURANCE COMPANY						
1362	MUNICIPAL PROPERTY INSURA	5001527	2022-2023; PROPERTY INSURA	04/29/2022	54,225.00	100-90-60100 General Liability Insurance
Total MUNICIPAL PROPERTY INSURANCE COMPANY:					54,225.00	
NASSCO, INC.						
1371	NASSCO, INC.	6153473	TORK ROLL TOWEL, JUMBO BA	04/28/2022	118.26	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:					118.26	
PATS SERVICES INC.						
1462	PATS SERVICES INC.	A-230419	MAR-APR 22; PORTABLE TOILE	04/23/2022	120.00	241-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-230534	APR-22; PORTABLE TOILET RE	04/27/2022	120.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-230534	APR-22; PORTABLE TOILET - H	04/27/2022	140.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-230535	APR-22; PORTABLE TOILET - H	04/27/2022	140.00	221-00-62100 Contracted Services
1462	PATS SERVICES INC.	A-230562	APR-22; PORTABLE TOILET - H	04/27/2022	140.00	221-00-62100 Contracted Services
Total PATS SERVICES INC.:					660.00	
POMPS TIRE SERVICE						
1517	POMPS TIRE SERVICE	160120943	TRAILER TIRE REPAIR	04/18/2022	44.36	100-41-64250 Equipment Repairs & Maintenanc
1517	POMPS TIRE SERVICE	60271387	UNIT 21; REAR TIRE	04/19/2022	801.77	100-41-63300 Vehicle Repairs & Maintenance
Total POMPS TIRE SERVICE:					846.13	
PRUITT, EKES & GEARY, SC						
1534	PRUITT, EKES & GEARY, SC	2889	BADGERLAND	05/04/2022	3,093.45	414-23163-001 Badgerland / Zilber Developmen
1534	PRUITT, EKES & GEARY, SC	2889	2019 PERSONNEL MATTER SV	05/04/2022	1,228.40	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2889	MUNICIPAL PROSECUTION	05/04/2022	2,808.44	100-90-61110 Attorney - Municipal Court
1534	PRUITT, EKES & GEARY, SC	2889	TID #4 PAD F SCANNELL	05/04/2022	3,851.20	100-23163-043 Scannel Properties 499-DeBack
1534	PRUITT, EKES & GEARY, SC	2889	TID #4 NORTHPOINT	05/04/2022	66.40	414-00-61000 Professional Services
1534	PRUITT, EKES & GEARY, SC	2889	TID #4 LIKewise DEVE;OPMEN	05/04/2022	33.20	100-23163-036 Sacco - Pro Bio
1534	PRUITT, EKES & GEARY, SC	2889	CONTRACT REVIEW AND NEG	05/04/2022	116.20	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2889	ORDINANCES, RESOLUTIONS	05/04/2022	1,385.30	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2889	DEMAND LETTERS AND ORDIN	05/04/2022	66.40	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2889	OPINIONS, LEGAL INTERPRETA	05/04/2022	780.20	100-90-61100 Legal Fees
1534	PRUITT, EKES & GEARY, SC	2889	GENERAL LITIGATIONS AND HE	05/04/2022	66.40	100-90-61100 Legal Fees
Total PRUITT, EKES & GEARY, SC:					13,495.59	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
RACINE COUNTY TREASURER						
1561	RACINE COUNTY TREASURER	032522	TRANSFER LAKESHORE DRIVE	04/14/2022	30.00	100-90-61000 Professional Services
1561	RACINE COUNTY TREASURER	4122022	FCL & MFL TAXES 2022	05/03/2022	1,151.30	100-00-41310 FCL and MFL Taxes
Total RACINE COUNTY TREASURER:					1,181.30	
RACINE COUNTY VISITORS BUREAU						
1573	RACINE COUNTY VISITORS BU	ROOM TAX 2	JAN-22; HOTEL/MOTEL ROOM T	04/25/2022	292.72	100-00-41210 Room Taxes
1573	RACINE COUNTY VISITORS BU	ROOM TAX 2	FEB-22; HOTEL/MOTEL ROOM	04/25/2022	294.47	100-00-41210 Room Taxes
1573	RACINE COUNTY VISITORS BU	2022 ROOM T	MARCH 2022; HOTEL/MOTEL R	04/29/2022	294.29	100-00-41210 Room Taxes
Total RACINE COUNTY VISITORS BUREAU:					881.48	
RACINE WATER & WASTEWATER UTILITIES						
1574	RACINE WATER & WASTEWATE	WWINV-08867	2022 HOUSEHOLD HAZARDOU	04/04/2022	27,000.00	241-00-62800 Waste Disposal
Total RACINE WATER & WASTEWATER UTILITIES:					27,000.00	
RDS TRUCK SERVICE INC.						
1603	RDS TRUCK SERVICE INC.	00052003	#43; BRAKE SHOES & CHAMBE	04/29/2022	290.57	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:					290.57	
ROYAL CAR CARE INC.						
1708	ROYAL CAR CARE INC.	3312022-1	MAR-22; CAR WASHES	03/31/2022	12.94	100-30-62100 Contracted Services
Total ROYAL CAR CARE INC.:					12.94	
SCHNABEL PRINTING AND INVITATION CENTER						
1033	SCHNABEL PRINTING AND INVI	124350	200-BUSINESS CARDS; D.TIEG	04/20/2022	54.60	100-35-64060 Copying & Printing
1033	SCHNABEL PRINTING AND INVI	124381	500 - BUSINESS CARDS - H.DO	04/22/2022	52.55	100-60-64060 Copying & Printing
1033	SCHNABEL PRINTING AND INVI	124381	250 - BUSINESS CARDS - W.K	04/22/2022	45.90	100-14-64060 Copying & Printing
1033	SCHNABEL PRINTING AND INVI	124396	2500 - #10 WINDOW ENVELOPE	04/26/2022	212.95	100-13-64060 Copying & Printing
1033	SCHNABEL PRINTING AND INVI	124401	PRINTING; 2021 ANNUAL REPO	04/28/2022	370.45	100-30-64030 Office Supplies
Total SCHNABEL PRINTING AND INVITATION CENTER:					736.45	
SUCCESS PLUMBING, INC.						
1904	SUCCESS PLUMBING, INC.	34395	DE-WINTERIZE 2 BLDS & MISC.	04/01/2022	362.50	221-00-64240 Building Repairs & Maintenance
Total SUCCESS PLUMBING, INC.:					362.50	
TYLER TECHNOLOGIES, INC.						
2024	TYLER TECHNOLOGIES, INC.	060-113335	MAR-22; BILLING - 13689 (YEAR	04/11/2022	9,814.08	100-90-62150 Assessment Services

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total TYLER TECHNOLOGIES, INC.:					9,814.08	
ULINE						
2030	ULINE	147522556	STORAGE BANKER BOXES	04/11/2022	127.59	100-30-64070 Work Supplies
Total ULINE:					127.59	
VON BRIESEN & ROPER SC						
2091	VON BRIESEN & ROPER SC	389951	MAR-22; LABOR & PERSONNEL	04/27/2022	2,345.00	100-90-61100 Legal Fees
Total VON BRIESEN & ROPER SC:					2,345.00	
WAUKESHA COUNTY TECHNICAL COLLEGE						
2106	WAUKESHA COUNTY TECHNIC	SO768512	STAFF TRAINING; ZOLTAK, BUE	04/26/2022	545.40	100-30-51300 Education/Training/Conferences
Total WAUKESHA COUNTY TECHNICAL COLLEGE:					545.40	
WEST ALLIS BLUEPRINT						
2127	WEST ALLIS BLUEPRINT	161054	MAR-22; CANNON CONTRACT	04/11/2022	97.97	100-43-62100 Contracted Services
Total WEST ALLIS BLUEPRINT:					97.97	
WI DEPT OF JUSTICE-TIME						
2142	WI DEPT OF JUSTICE-TIME	455TIME-0000	Q2-2022; TIME ACCESS	04/10/2022	613.50	100-30-62100 Contracted Services
Total WI DEPT OF JUSTICE-TIME:					613.50	
WISCONSIN ASSOC. FOR IDENTIFICATION						
9219	WISCONSIN ASSOC. FOR IDEN	04202022	2022 WIA MEMBERSHIP; A.SCH	04/20/2022	20.00	100-30-51320 Memberships/Dues
Total WISCONSIN ASSOC. FOR IDENTIFICATION :					20.00	
Grand Totals:					338,689.47	

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD						
2434	US BANK CORPORATE CARD	SQ* NATIONAL TACTICAL OFF	Ref-20220900	REFUND; DUPLICATE TRAININ	100-30-51300 Education/Training/Conferences	750.00-
2434	US BANK CORPORATE CARD	DOUBLETREE HOTELS	REFUND 9491	REFUND HOTEL TAX	100-40-51300 Education & Training	50.53-
2434	US BANK CORPORATE CARD	WISCONSIN DNR - ENVIRONME	WSZEM10082	WATER CERTIFICATION; LAND	500-00-51300 Education/Training/Conferences	.90
2434	US BANK CORPORATE CARD	STATE OF WI-DSPS	WISCOM03921	SCOTT SEYMOUR 2022 CREDE	100-40-51320 Memberships/Dues	1.00
2434	US BANK CORPORATE CARD	HENRY SCHEIN	18797160	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	4.30
2434	US BANK CORPORATE CARD	AMAZON	113-9811251-4	COURTS-EXPANDABLE FOLDE	100-32-64030 Office Supplies	10.99
2434	US BANK CORPORATE CARD	FABICK CAT	PIMK0176166	PIN FOR LOADER #55	100-41-64250 Equipment Repairs & Maintenanc	13.29
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	731898577920	BRASS NOZZLE; SANDPAPER	100-41-64070 Work Supplies	13.47
2434	US BANK CORPORATE CARD	AMAZON	114-8213961-2	BRUSH TRUCK; CHAIN SAW OIL	100-35-64250 Equipment Repairs & Maintenance	14.97
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	D42222	CHAINSAW OIL	100-41-64110 Small Equipment	14.99
2434	US BANK CORPORATE CARD	CALL MULTIPLIER	519585 041822	MESSAGING SERVICE	100-30-62100 Contracted Services	17.25
2434	US BANK CORPORATE CARD	TARGET	TARGET 4.5.2	6 - HANDSTANDS (ELECTIONS)	100-12-64070 Work Supplies	18.84
2434	US BANK CORPORATE CARD	AMAZON	112-0397978-7	PLAQUE FRAMES	100-32-64030 Office Supplies	18.98
2434	US BANK CORPORATE CARD	AMAZON	114-2063983-2	TENDER 11; RELAY KIT	100-35-63300 Vehicle Repairs & Maintenance	20.64
2434	US BANK CORPORATE CARD	FABICK CAT	PIMK0174159	UNIT 55; HEATER KNOB	100-41-64250 Equipment Repairs & Maintenance	22.05
2434	US BANK CORPORATE CARD	AMAZON	114-0892966-8	HAND SOAP	100-30-64030 Office Supplies	24.46
2434	US BANK CORPORATE CARD	RITTERTECH	B15995-001	HYDRAULIC FITTINGS	100-41-63300 Vehicle Repairs & Maintenance	26.65
2434	US BANK CORPORATE CARD	JOURNAL TIMES	91087	NEW ORDINANCE 02022-06 WE	100-11-64010 Notifications/Publications	27.05
2434	US BANK CORPORATE CARD	JOURNAL TIMES	91088	NEW ORDINANCE 02022-06 WE	100-11-64010 Notifications/Publications	27.05
2434	US BANK CORPORATE CARD	ACTIVE911, INC.	400205	E11 & 12 WDA; ACTIVE ALERT	100-35-62100 Contracted Services	28.00
2434	US BANK CORPORATE CARD	ZOOM	INV144800323	APR-MAY 2022; VIDEO CONF S	100-60-61000 Professional Services	29.98
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	114-3020286-4	WATERMAIN VALVE GASKET M	500-00-64240 Building Repairs & Maintenance	32.12
2434	US BANK CORPORATE CARD	UPS	0000F5A53613	SHIPPING	100-35-64040 Postage & Shipping	32.41
2434	US BANK CORPORATE CARD	JOURNAL TIMES	91124	NEW ORDINANCE 2022-03 MUL	100-11-64010 Notifications/Publications	32.75
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	D29898	LIGHT BULBS	100-41-64240 Building Repairs & Maintenance	33.27
2434	US BANK CORPORATE CARD	MAIL N SHIP	041422	04/14/2022 FED EX TO SCANNE	100-11-64040 Postage & Shipping	34.58
2434	US BANK CORPORATE CARD	AMAZON	114-5420826-3	PENS; GLASS CLEANER	100-30-64030 Office Supplies	35.37
2434	US BANK CORPORATE CARD	AMAZON	114-8530547-0	BATTERIES	100-30-64030 Office Supplies	36.03
2434	US BANK CORPORATE CARD	JOURNAL TIMES	92187	4 MILE PETRO LLC LICENSE	100-11-64010 Notifications/Publications	38.81
2434	US BANK CORPORATE CARD	PAYPAL	0896	PEG CONFERENCE DINNER; C	100-30-51300 Education/Training/Conferences	40.00
2434	US BANK CORPORATE CARD	PAYPAL	TRANS ID# 2V	2022 BIASW MEMBERSHIP; S.S	100-40-51320 Memberships/Dues	40.00
2434	US BANK CORPORATE CARD	PICK N SAVE	055266	SUPPLIES; LT. TIEGS PROMOTI	100-35-64070 Work Supplies	40.57
2434	US BANK CORPORATE CARD	WEB NETWORK SOLUTIONS	1291244887	2022 RENEWAL OF DOMAIN.CO	100-11-62100 Contracted Services	42.99
2434	US BANK CORPORATE CARD	AMAZON	112-0178254-8	STATIONS 11 & 12; BROOMS &	100-35-64100 Janitorial Supplies	44.97
2434	US BANK CORPORATE CARD	DNR EPAY	WSZEM10082	WATER CERTIFICATION; LAND	500-00-51300 Education/Training/Conferences	45.00
2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	D32366	PAINT	100-41-64240 Building Repairs & Maintenance	48.27
2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	10405208	FOOD; K9 LOUIE	250-30-64192 Police K9	48.87
2434	US BANK CORPORATE CARD	STATE OF WI-DSPS	WISCOM03921	SCOTT SEYMOUR 2022 CREDE	100-40-51320 Memberships/Dues	50.00
2434	US BANK CORPORATE CARD	AMAZON	113-9811251-4	DRY ERASE MARKER, CABLE C	100-60-64030 Office Supplies	50.57
2434	US BANK CORPORATE CARD	AMAZON	113-2625228-9	SAFE FOR DC	100-30-64030 Office Supplies	51.85

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	EBAY	19-08455-0957	Q-12; OBSOLETE LIGHTBULB	100-35-63300 Vehicle Repairs & Maintenance	51.98
2434	US BANK CORPORATE CARD	EVT CERTIFICATION COMM	041922	ASST. MECHANIC TRAINING CO	100-35-51300 Education/Training/Conferences	60.00
2434	US BANK CORPORATE CARD	AMAZON	113-4286921-3	CLERKS - FILE FOLDERS	100-12-64030 Office Supplies	60.96
2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	042022	K9 FOOD; LOUIE	250-30-64192 Police K9	61.94
2434	US BANK CORPORATE CARD	JOURNAL TIMES	92220	CHAD KRAHEL PUBLICATION	100-23163-072 8338 Douglas - Bridger Tower	66.57
2434	US BANK CORPORATE CARD	JOURNAL TIMES	92196	BOTTING ROAD HEARING	100-23163-068 7215 Botting Rd - Nuno & Jorge	68.03
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	d38899	WD40; LUBRICANTS	100-41-64070 Work Supplies	69.42
2434	US BANK CORPORATE CARD	AMAZON	113-9811251-4	3 RING BINDERS, LABELS, RE	100-42-64030 Office Supplies	71.89
2434	US BANK CORPORATE CARD	JOURNAL TIMES	92218	MATT MEHRING PUBLIC HEARI	100-60-64010 Notifications/Publications	72.40
2434	US BANK CORPORATE CARD	MILLER-BRADFORD & RISEBER	P32012	UNIT 13; SENSOR	100-41-64250 Equipment Repairs & Maintenanc	77.75
2434	US BANK CORPORATE CARD	FABICK CAT	PIMK0173888	UNIT 55; SHIFT CABLE	100-41-64250 Equipment Repairs & Maintenanc	83.44
2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781846-20220	MAR-22; TLO CHARGES	100-30-62100 Contracted Services	88.60
2434	US BANK CORPORATE CARD	AMAZON	112-7228120-5	COMPRESSOR OIL	100-41-64070 Work Supplies	89.94
2434	US BANK CORPORATE CARD	JOURNAL TIMES	92177	PROJECT 2022-02	100-90-61000 Professional Services	94.26
2434	US BANK CORPORATE CARD	AMAZON	114-8399670-4	MED 11; O2 BAG	100-35-64070 Work Supplies	94.55
2434	US BANK CORPORATE CARD	RADISSON HOTEL	168583	WIA CONFERENCE HOTEL; A.S	100-31-51300 Education/Training/Conferences	99.00
2434	US BANK CORPORATE CARD	MILLER-BRADFORD & RISEBER	PO4441	UNIT 21; LOADER BELT	100-41-64250 Equipment Repairs & Maintenanc	103.50
2434	US BANK CORPORATE CARD	EVT CERTIFICATION COMM	41922105	MECHANIC TESTING; FEEST	100-35-51300 Education/Training/Conferences	105.00
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC048431	.69 TON COLD PATCH	100-41-64090 Road Maintenance Materials	105.92
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC48423	.69 TON COLD PATCH	100-41-64090 Road Maintenance Materials	105.92
2434	US BANK CORPORATE CARD	AUTOGRAPH HOTELS	76098242	CHIEF HOTEL; CONFERENCE	100-30-51300 Education/Training/Conferences	106.00
2434	US BANK CORPORATE CARD	AMAZON	111-5821867-5	MOBILE RADIO MICROPPHONE	100-35-64110 Small Equipment	106.42
2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	g3275	4/8/22 BACKGROUND CHECK S	100-11-61000 Professional Services	112.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	92176	PROJECT 2022-01	100-90-61000 Professional Services	117.58
2434	US BANK CORPORATE CARD	AMAZON	113-9811251-4	OFFICE - HAMMERMILL PAPER	100-13-64030 Office Supplies	120.00
2434	US BANK CORPORATE CARD	AMAZON	114-7951619-6	FLASHDRIVES FOR PSS	100-30-64030 Office Supplies	131.04
2434	US BANK CORPORATE CARD	MICROSOFT	6855525923	MS OFFICE; SCADA LAPTOPUT	500-00-64320 IT Infrastructure	131.24
2434	US BANK CORPORATE CARD	MICROSOFT	6855525923	MS OFFICE; SCADA LAPTOP	501-00-64320 IT Infrastructure	131.25
2434	US BANK CORPORATE CARD	FABICK CAT	PIMK0176695	#55; BUCKET TOOTH	100-41-64250 Equipment Repairs & Maintenanc	146.66
2434	US BANK CORPORATE CARD	HENRY SCHEIN	477433,509777	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	151.97
2434	US BANK CORPORATE CARD	UWM SCE	4860-13770	ONLINE TRAINING; A.B.	502-00-51300 Education/Training/Conferences	159.00
2434	US BANK CORPORATE CARD	JOURNAL TIMES	91120	2022-04 REZONING	100-11-64010 Notifications/Publications	166.61
2434	US BANK CORPORATE CARD	PAYPAL	75P16268KJ42	IAPE TRAINING/TEST; AS	100-31-51300 Education/Training/Conferences	175.00
2434	US BANK CORPORATE CARD	HI-LINE, INC	10941059	MISC PARTS AND TOOLS	100-41-64250 Equipment Repairs & Maintenanc	177.15
2434	US BANK CORPORATE CARD	COMFORT INN & SUITES	807771150 042	CONF HOTEL; C.SCHUSTER	100-30-51300 Education/Training/Conferences	180.00
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2329991	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	194.32
2434	US BANK CORPORATE CARD	WISCONSIN LAW ENFORCEME	731844655020	WLECHA CONF; C.RADKE	250-30-64192 Police K9	200.00
2434	US BANK CORPORATE CARD	INTOXIMETERS	141654	FST MOUTHPIECES	100-30-64070 Work Supplies	210.00
2434	US BANK CORPORATE CARD	AMAZON	113-4475039-1	CONSTRUCTION VESTS	100-42-64070 Work Supplies	223.92
2434	US BANK CORPORATE CARD	NWTC CORP TRAINING	11e7f20	HOMICIDE CONFERENCE REGI	100-30-51300 Education/Training/Conferences	225.00
2434	US BANK CORPORATE CARD	CALL MULTIPLIER	519585 042822	MESSAGE SENDER	100-30-62100 Contracted Services	245.00

Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
2434	US BANK CORPORATE CARD	APWA SPRING CONFERENCE	071853526720	APWA CONFERENCE; R.SCHMI	100-42-51300 Education/Training/Conferences	250.00
2434	US BANK CORPORATE CARD	GLOCK PROFESSIONAL INC	308908	GLOCK TRAINING; S.ENGLEMA	100-30-51300 Education/Training/Conferences	250.00
2434	US BANK CORPORATE CARD	GLOCK PROFESSIONAL INC	308909	PART 2; GLOCK TRAINING; S.E	100-30-51300 Education/Training/Conferences	250.00
2434	US BANK CORPORATE CARD	RITTERTECH	b16732-001	HYD HOSE	100-41-63300 Vehicle Repairs & Maintenance	253.59
2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	000008776	1 1/4" PIPE THREADER DIES	500-00-64240 Building Repairs & Maintenance	263.08
2434	US BANK CORPORATE CARD	HYDROCAD SOFTWARE SOLUT	39595	APR22 - APR23; HYDROCAD SO	502-00-64300 IT Maintenance & Subscriptions	264.00
2434	US BANK CORPORATE CARD	MOTOROLA SOLUTIONS	EC107875494	PORTABLE VSM CABLES; 3	100-30-64070 Work Supplies	264.35
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC048339	1.9 TON COLD MIX ASPHALT	100-41-64090 Road Maintenance Materials	275.12
2434	US BANK CORPORATE CARD	AMAZON	114-7507986-2	CANOPY TENT FOR MIH & PUB	250-35-64193 Fire Dept Donations - Pub Ed	279.94
2434	US BANK CORPORATE CARD	STAPLES	9841143882	PAPER; POST IT NOTES	100-30-64030 Office Supplies	284.23
2434	US BANK CORPORATE CARD	OFFICE DEPOT	OFFICE DEPO	KEYBOARDS (ELECTIONS)	100-12-64070 Work Supplies	289.67
2434	US BANK CORPORATE CARD	TDS METROCOM	040122	APR-22; COMMUNICATION LINE	501-00-64150 Communication Services	329.27
2434	US BANK CORPORATE CARD	TDS METROCOM	040122	APR-22; COMMUNICATION LINE	500-00-64150 Communication Services	329.28
2434	US BANK CORPORATE CARD	FRANK BOUCHER	210149	FUEL PUMP REPLACEMENT	221-00-63300 Vehicle Repairs & Maintenance	346.93
2434	US BANK CORPORATE CARD	UNIFIRST CORPORATION	0961230941	MAR-22; RAGS; COVERALLS	100-41-62100 Contracted Services	351.44
2434	US BANK CORPORATE CARD	AT & T	414R5002103	MAR-APR 22; T1-LINE	100-43-64150 Communication Services	395.02
2434	US BANK CORPORATE CARD	JOURNAL TIMES	91459	INSTALMENT ASSESSMENT DE	414-00-61000 Professional Services	463.22
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SCO48373	COLD PATCH	100-41-64090 Road Maintenance Materials	488.14
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2332849,23328	SURFACE WIPES	100-35-64280 Medical Supplies	489.62
2434	US BANK CORPORATE CARD	IN* P&L MACHINE OF WISCONS	220167	REBUILD HYDRALIC RAM	100-41-63300 Vehicle Repairs & Maintenance	496.49
2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2327050	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	592.17
2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	352421	FEB-MAR 22; MISC PARTS AND	100-41-64250 Equipment Repairs & Maintenanc	669.96
2434	US BANK CORPORATE CARD	BADGER OIL EQUIPMENT	9429A	GAS PUMP REPAIR	100-41-62100 Contracted Services	814.00
2434	US BANK CORPORATE CARD	AT & T	287299115248	FEB - MAR 22; CELLPHONE CH	100-43-64150 Communication Services	821.30
2434	US BANK CORPORATE CARD	REINDERS-SUSSEX	1912431-00	STRAW MATTING AND FELT	100-41-64090 Road Maintenance Materials	823.66
2434	US BANK CORPORATE CARD	HENRY SCHEIN	18114562,1833	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	873.46
2434	US BANK CORPORATE CARD	AT & T	287299115248	FEB - MAR 22; CELLPHONE CH	100-35-64150 Telephone	1,106.97
2434	US BANK CORPORATE CARD	PP* GLTR	1001571	SWIFTWATER RESCUE CLASS;	100-35-51300 Education/Training/Conferences	1,511.48
2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441604022	APR-22; TELEPHONE AND INTE	100-43-64150 Communication Services	1,636.41
2434	US BANK CORPORATE CARD	AT & T	287299115248	FEB - MAR 22; CELLPHONE CH	100-30-64150 Communication Services	1,642.60
2434	US BANK CORPORATE CARD	RESCUE SOURCE	129310	SWIFTWATER RESCUE GEAR	100-35-64110 Small Equipment	3,085.02
2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC048318	CRACK SEALING SUPPLIES	100-41-64090 Road Maintenance Materials	3,284.73
2434	US BANK CORPORATE CARD	PBBS EQUIPMENT	245810,246594	STATION 11; BOILER REAIRS (I	100-90-60000 Insurance Deductible/Stop Loss	5,195.39
Total US BANK CORPORATE CARD:						34,024.53
Grand Totals:						34,024.53

VILLAGE OF CALEDONIA

PLEASE TAKE NOTICE that the following alcohol beverage license application for the licensing year 20221-2022, have been filed with the Village Clerk, Joslyn Hoeffert, 5043 Chaster Lane, Racine, WI:

CLASS A COMBINATION – LIMITED LIABILITY COMPANY

4 Mile Petro LLC

Trade Name: Hometown

600 4 Mile Road Racine, WI 53402

Agent: Mohammad Akntar – 6705 116th Street, Pleasant Prairie, WI 53158

RESOLUTION NO. 2022-41

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TI INVESTORS OF CALEDONIA LLC FOR TWO PARCELS OF LAND IN TAX INCREMENTAL DISTRICT NO. 4

WHEREAS, TI Investors of Caledonia LLC ("TI Investors") intends to purchase of two parcels of land, combine said parcels ("Property"), and then divide the Property into multiple parcels for development on land in Tax Incremental District No. 4. TI Investors intends to improve the Property with an industrial distribution facility on each parcel and will sell or lease the parcels.

WHEREAS, the facilities, as planned, would be constructed for multiple Parcel Users in multiple phases over a period of up to seven (7) years; totaling approximately 1,600,000 square feet of building space for the Facilities on the Property; involving a capital investment by TI Investors of approximately \$95 Million Dollars; and

WHEREAS, in order to induce TI Investors to develop and locate its new Facilities at the Property, which TI Investors would not do but for an incentive, and in order to render the Facilities' construction financially viable for TI Investors, the Village is willing to extend to TI Investors certain development incentives in exchange for the TI Investors' commitment to locate the Facilities 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 TI Investors of Caledonia LLC as substantially set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and approved subject to approval by the Village Administrator and Village Attorney, 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

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
TI INVESTORS OF CALEDONIA LLC

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), effective as of the date last executed by any party below (“**Effective Date**”), is made and entered into between **TI INVESTORS OF CALEDONIA LLC**, a Wisconsin limited liability company (“**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 an entity wholly owned by Towne Realty, Inc., a privately held business corporation that is headquartered in Milwaukee and which is a developer of industrial and distribution facilities.

C. Developer secured control over two vacant parcels of land that total approximately 92.8 acres in TID #4 legally described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”). Developer intends to purchase the Property, combine said parcels, and then divide the Property into multiple parcels as conceptually shown on **Exhibit B** attached hereto and incorporated herein by reference, (each a “**Parcel**”). Developer intends to improve the Property with an industrial or distribution facility on each Parcel (each, a “**Facility**” and collectively

"Facilities"), and will sell or lease the Parcels, to end users (each, a "Parcel User") (overall the "Development").

D. The Development, as conceptually planned, would be constructed for multiple Parcel Users in multiple phases over a period of approximately seven (7) years; totaling approximately 1,600,000 square feet of building space for the Facilities on the Property; involving a capital investment by Developer of approximately \$95 Million Dollars.

E. Site preparation is expected to commence no later than spring of 2023 with the first building anticipated to be constructed in 2023. Developer desires flexibility in its Development plans as to the location of the first building to be constructed on the Property. Developer recognizes that the Village needs certain guarantees of assessed values for the Development.

F. The Developer is seeking financial assistance from the Village to assist in higher than expected site preparation costs and increasing infrastructure costs.

G. For ease of reference in this Agreement, the northern portion of the Property ("Northern Portion") and the southern portion of the Property ("Southern Portion") are defined below, and shall have the approximate boundaries as shown on the attached **Exhibit C**. The Northern Portion of the Property has sanitary sewer utilities available within right-of-way or easements and the Developer shall be responsible for the connection to such sanitary sewer utilities and construction of all onsite sanitary sewer infrastructure. The Southern Portion of the Property will be served by a gravity sanitary sewer main, to be sited and constructed by the Village and extended to the southern Property line of the Development. 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 and to be located either in the anticipated dedicated Village rights-of-way or to be located in easement areas pursuant to municipal sanitary sewer and

watermain easement agreement(s). Developer shall be obligated to convey to the Village, after inspection and acceptance by the Village, the sanitary sewer and watermain infrastructure, constructed in the easement areas or public rights-of-way, along with access rights to any adjusted area of the easement, if needed, if such easement area legal description needs be adjusted based on an as-built review

H. In order to induce the Developer to develop and locate its Development including multiple Facilities at the Property, which the Developer would not do but for incentives provided under this Agreement, and in order to render the Facilities' 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 Facilities at the Property, all according to the terms and conditions set forth herein.

THEREFORE 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 Tax Incremental Base Value” shall mean \$20,200.00 (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.

“Northern Portion GMAV” shall mean a guaranteed minimum assessed value of the Parcels within the Northern Portion of the Property, as achieved through building construction to create the value in accordance with the following cumulative value schedule:

At least \$14,000,000 Assessed Value By January 1, 2024;

At least \$23,000,000 Assessed Value By January 1, 2026; and

At least \$37,000,000 Assessed Value By January 1, 2028.

“Overall GMAV” shall mean the guaranteed minimum assessed value of the Property (including all Parcels) of at least \$57,000,000 on the Property by January 1, 2030, once Developer triggers development on the Southern Portion of the Property by issuing a Notice to Proceed, as hereinafter defined, which triggers the minimum assessed value of the Development increase of \$20,000,000, as achieved through building construction to create the value in accordance with the following cumulative value schedule:

At least \$20,000,000 Assessed Value By January 1, 2024;

At least \$23,000,000 Assessed Value By January 1, 2026;

At least \$37,000,000 Assessed Value By January 1, 2028; and

At least \$57,000,000 Assessed Value By January 1, 2030.

“Internal Infrastructure Improvements” shall mean the sanitary sewer, storm sewer, water, gas, electric, sidewalks and roads within the Development.

"Northern Portion" shall mean the approximately north 30 acres of the Property which will be served by municipal sanitary sewer and water from utilities existing in the County Highway K right-of-way.

"Property Subdivision" shall mean the division of the Property by the Developer to create a separate tax Parcel(s) in accordance with the Village's land division and zoning Ordinances to facilitate construction of a Facility; in such event the term "Facility Property Subdivision" shall mean that portion of the Property associated with that Facility and the Development Increment and Development Tax Incremental Base Value shall be allocated to each Parcel for each Facility Property Subdivision that occurs.

"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.

"Southern Portion" shall mean the approximately south 60 acres of the Property which will be served by municipal water from utilities existing in the County Highway K right-of-way and by a municipal gravity sanitary sewer main that will be extended by the Village to the southern Property boundary line.

"Substantial Completion" means that the building is sufficiently complete, as evidenced by the issuance of a Temporary Occupancy Permit for the Facility. Substantial Completion does not require the completion of interior end user improvements.

"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. **Projects.** Developer is allowed flexibility as to where on the Property to begin development for individual Facilities. If the Developer begins on the Northern Portion of the Property, the Developer may only install Internal Infrastructure Improvements that will serve the Northern Portion. If Developer begins its individual site development on the Southern Portion, then Developer shall install all Internal Infrastructure Improvements to serve the entirety of the Property. This Section is intended to provide a flexible framework for the phasing of the Development but provide certainty, based on Developer's course of action, on the values the Village can expect to be created on the Property.

(a) **Generally.** It is anticipated that the Property will be divided by certified survey map into multiple parcels, with outlots for stormwater improvements, by one or more certified survey map(s) prior to individual Parcel development. The Developer will submit required maps, plans and specifications for approval as required by this Agreement, Wisconsin law and Village Ordinances. Village agrees to cooperate with Developer in the creation and approval of new parcels through CSM and any potential PUD creation that may be required due to shared courtyards or other physical aspects of the final Facility and/or Parcel design.

(b) **Northern Portion of Property.**

(1) If Developer begins development on the Northern Portion, it shall construct the Internal Infrastructure Improvements necessary to serve the Development including but not limited to: paved roads for anticipated public rights-of-way; and the construction of improvements necessary for storm water management, sanitary sewer and municipal water (except for sanitary sewer that would serve the Southern Portion of the Property); and

(2) Site infrastructure for each Parcel and Facilities necessary to meet the required Northern Portion GMAV.

(c) Southern Portion of Property.

(1) Developer desires flexibility on the timing of the construction of the Southern Portion, which can accommodate approximately 1 million square foot of building space in one or more Facilities. If the Developer decides to proceed first on the Southern Portion of the Property, the Developer shall complete the Internal Infrastructure Improvements for the Northern Portion as well. The Village will coordinate with the Developer, construction of a gravity sanitary sewer main off site to connect to the Property southern boundary to ensure timely completion corresponds to the Substantial Completion of a Facility within the Southern Portion of the Property. Developer shall provide Village with a notice of its intent to proceed with the construction on the Southern Portion at least thirty (30) days prior to beginning such construction ("Notice to Proceed"). Upon receipt of the Notice to Proceed, the Village shall proceed as set forth in Section 6(c) of this Agreement. Once development is triggered on the Southern Portion by the Developer issuing a Notice to Proceed as defined herein, the Developer's obligation to meet the Overall GMAV attaches.

(2) The Internal Infrastructure Improvements necessary to serve the Southern Portion including but are not limited to: paved roads for anticipated public rights-of-way, and the construction of improvements necessary for storm water management, sanitary sewer and municipal water necessary to serve the entire Development; and

(3) Individual site infrastructure shall be constructed for each Parcel and Facility as necessary to meet the required Overall GMAV.

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

(a) Purchase the Property. Developer shall purchase the Property by July 29, 2022.

(b) Intentionally omitted.

(c) Submittals. Prior to proceeding with any on-site construction for Internal Infrastructure Improvements and Building Permits for each 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 land division (certified survey map), zoning, site plan approval, architectural, engineering, grading, design, and/or construction plans and specifications as set forth in this Agreement. It is understood that site-grading activity may occur prior to Infrastructure and Building Permits provided the Village engineering department approves any required permitting per Village Ordinances and/or current standard practices. The Developer shall timely pay any and all permit and development fees required by Village Ordinances. Additionally, during the term of this Agreement, if the Developer has any delinquent fines, penalties, or financial obligations whatsoever, including, without limitation, delinquent real estate taxes owed to Racine County, or the Village, regarding this Development, which remain unpaid after thirty (30) days' 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 construction of the Internal Infrastructure Improvements and its first Facility as soon as reasonably possible after receipt of all required and applicable permits and approvals as set forth

in Sections 2 and 3. Except for the obligations of the Village described below in Sections 6 and 8 of this Agreement, the Developer shall be solely responsible for all costs of design, procurement and construction for all improvements on the Property, except those within the public rights-of-way of County Highway K. 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.

5. **Values Schedule.** Subject to the force majeure provisions of Section 20 and other matters defined as “Excusable Delays,” the Developer agrees that it shall improve the Property as set forth in Sections 2, 3 and 4 of this Agreement beginning with the Infrastructure Improvements and Facilities in compliance with Village-approved plans, and shall achieve Substantial Completion of building construction to create value on the Property in accordance with the following schedule:

At least \$14,000,000 Assessed Value By January 1, 2024;

At least \$23,000,000 Assessed Value By January 1, 2026; and

At least \$37,000,000 Assessed Value By January 1, 2028.

If Development is triggered on the Southern Portion of the Property by the Developer issuing a Notice to Proceed (as herein defined), then Developer shall create value on the Property of at least \$57,000,000 by January 1, 2030 in accordance with the following schedule:

At least \$20,000,000 Assessed Value By January 1, 2024;

At least \$23,000,000 Assessed Value By January 1, 2026;

At least \$37,000,000 Assessed Value By January 1, 2028; and

At least \$57,000,000 Assessed Value By January 1, 2030.

6. **Village Construction.**

a. **External CHK Infrastructure.** The Village shall apply for and obtain all permits necessary for public right-of-way access for County Highway K and shall design, finance and complete all roadway intersection infrastructure work within the right-of-way to provide access to the Development in accordance with the approved plans and specifications (the “**External CHK Infrastructure**”). The location of the points of connection adjacent to the Development shall be agreed upon by the Village and the Developer through the site plan process. The Village will work with Developer to coordinate the construction of the External CHK Infrastructure but the Village shall have sole discretion as to the timing, establishment, means and methods, quality, style, and extent of any Village expenditure herein for said External CHK Infrastructure, except as set forth hereinafter. Village's project shall commence upon Commencement of Construction by Developer. Village shall complete the External Infrastructure, by July 31, 2023 so long as Developer has purchased the Property by July 29, 2022 and Developer's Commencement of Construction has occurred. For the purpose of this Section “**Commencement of Construction**” shall mean the date upon which Developer commences construction of a significant component of the Internal Infrastructure Improvements that will service the Development, including by way of illustration only and not limitation, topsoil stripping and mass grading activities, the construction of underground facilities (such as storm water, sanitary sewers and water mains and subgrade for internal roadways and roadway construction). The intent of this paragraph is that when the Internal Infrastructure Improvements are ready to be operational, the External CHK Infrastructure will be operational to provide access to the Development.

b. **Connection to Municipal Utilities.** Village agrees to allow the Developer to connect to the Village of Caledonia's municipal water system (as to the whole Property) and

sewerage system (as to the northern portion of the Property) and the External CTK Infrastructure, at such time as the water main and sanitary sewer main components of the Internal Infrastructure Improvements are completed by the Developer, accepted by the Village, and ready for connection to the water main and sanitary sewer components outside of the Development.

c. Sanitary Sewer Connection for Southern Portion of Property. The Village plans to construct a gravity sanitary sewer main to serve the Southern Portion in addition to other properties. The Village will coordinate construction of the gravity sanitary sewer main with the Developer to ensure timely completion corresponds to building completion. The Village agrees to complete the gravity sanitary sewer main within 12 months of the date on which Developer begins construction as specified in the Notice to Proceed but no sooner than 18 months after the Development Agreement execution date. In the event that the Village is unable to provide service by the time of occupancy of a Facility on the Southern Portion, the Village, at its cost (including installation, removal and restoration), will provide a temporary sanitary sewer system in a form to be determined by the Village and which may consist of a temporary holding tank until the gravity sanitary sewer main has been completed to allow for connection of such Facility by lateral to the southern boundary of the Property (the "Temporary Option"). The Village and Developer will meet and confer on the Temporary Option prior to construction and installation. It is the intent of both parties that the Temporary Option be, in fact, temporary and that a permanent connection for said such Facility to the gravity sanitary sewer main occurs.

7. Developer Construction of Internal Infrastructure Improvements. The Developer shall, at Developer's sole cost and expense, construct and complete all necessary Internal Infrastructure Improvements, including but not limited to; site grading, public and private utilities (including mains and laterals for municipal water, sanitary sewer and storm water), street

lighting, hook-up and permit fees, sidewalks and trails, as well as public roadways and private driveways necessary for the Development. The initial cost of Internal Infrastructure Improvements for the Development is estimated at \$4,995,400.00. Attached as **Exhibit D**, and incorporated herein by reference, is a copy of the itemized estimate from the Developer's engineer of probable cost for the Internal Infrastructure Improvements, which has been reviewed and accepted by the Village Public Works Department. The Developer shall substantially complete the Internal Infrastructure Improvements by December 31, 2023. After substantially complete and subject to Village approval and formal acceptance, all rights-of-way and Internal Infrastructure Improvements within a Village right-of-way or easements shall be dedicated and conveyed to the Village.

8. **Developer Incentives: Reimbursement of Internal Infrastructure Improvements Costs; Pay-As-You-Go Development Incentive; Fee Rebate; Tax Increment Project Revenue Bond.**

(a) **Reimbursement of Infrastructure Improvements – Northern Portion.** After substantial completion of all Internal Infrastructure Improvements by December 31, 2023 and dedications and conveyances to the Village, Developer may seek reimbursement of such costs from the Village in an amount equal to the hard and soft costs related to the Developer's Internal Infrastructure Improvements. The improvement reimbursement shall in no event exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.) less the Village's cost to complete the External CHK Infrastructure. The reimbursement of Internal Infrastructure Improvements is considered an upfront development incentive (the "Upfront Development Incentive"). The Village will finance the Upfront Development Incentive by the issuance of a Bond or other obligation in the base amount of approximately Three Million Five Hundred Thousand Dollars

(\$3,500,000). The Upfront Development Incentive shall, prior to payment, be secured by a letter of credit in the amount set forth in Section 9(c) of this Agreement and the Parent Guaranty as set forth in Section 9(b) of this Agreement. Prior to payment of the Upfront Development Incentive, the Developer shall request in writing the reimbursement and provide documentation, evidence and such other information as required by the Village of all costs incurred including lien waivers or other waivers evidencing payment for the completed work to the Village for review and approval.

(b) Additional Reimbursement Related to Southern Portion. Upon Substantial Completion of a Facility on the Southern Portion prior to December 31, 2024 and achieving at least a minimum assessed value of Twenty Million Dollars (\$20,000,000) for such Facility, the Village will reimburse up to Four Hundred Thousand (\$400,000) in additional infrastructure costs incurred by the Developer. For development occurring on the Southern Portion of the Property reaching Substantial Completion after January 1, 2025 that achieves at least a minimum assessed value of Twenty Million Dollars (\$20,000,000), the infrastructure reimbursement will be allowed up to Two Hundred and Fifty Thousand (\$250,000). Prior to payment of the additional reimbursement, the Developer shall request in writing the reimbursement and provide evidence of all costs incurred including lien waivers or other waivers evidencing payment for the completed work to the Village for review and approval. Payment of the infrastructure reimbursement for a Facility on the Southern Portion is in recognition of additional infrastructure costs for laterals for sanitary sewer and water, storm sewer, gas, electric, sidewalks, driveways and road costs to serve the Southern Portion and such reimbursement will occur only if the Developer is not in default or in TIF Default.

(c) General Pay-As-You-Go Parameters. Subject to the terms and conditions of this Agreement, the parties shall share the Property Tax Increment generated by the Property for a period of ten years as set forth under this Subsection (“Pay-Go Development Incentive”).

(1) Amount of Pay-As-You-Go Development Incentive. Property Tax Increment generated from the first \$250,000 per acre of Development Increment on each Parcel shall be paid to the Village, and used by the Village to pay for Village expenses, the Upfront Development Incentive and fee rebates as set forth below in this Section of the Agreement.

(2) For each Facility in the Northern Portion reaching Substantial Completion prior to January 1, 2028 and achieving the values schedule in the Northern Portion GMAV:

a. Property Tax Increment generated from Development Increment exceeding \$250,000 per acre on each Parcel 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 Village retaining 50%; and

b. Property Tax Increment generated from any Development Increment in excess of \$500,000 per acre on each Parcel shall be shared by the Developer and the Village on a 75/25 basis, with the Village paying 75% of that tranche of Property Tax Increment to the Developer, with the Village retaining 25%.

(3) For each Facility on the Southern Portion reaching Substantial Completion prior to January 1, 2030 and achieving the Overall GMAV:

a. Property Tax Increment generated from Development Increment exceeding \$250,000 per acre on each Parcel 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 Village retaining 50%; and

b. Property Tax Increment generated from any Development Increment in excess of \$500,000 per acre on each Parcel shall be shared by the Developer and the Village on a 75/25 basis, with the Village paying 75% of that tranche of Property Tax Increment to the Developer and Village retaining 25%.

(4) In the event Developer achieves Substantial Completion of any Facility on a Parcel after the dates indicated under subsections (2) and (3) above, provide a Pay-Go Development Incentive of 50% for value exceeding \$250,000 per developable acre for projects constructed after the applicable completion dates listed above for a period of up to 10 full years for each project or the remaining life of TID #4 (if time period is less than 10 years).

(5) Calculations. By way of example only, a sample chart for calculations is provided in Exhibit 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, from Developer, to the Village, including General Property Taxes on the Property. The obligation to pay General Property Taxes for each Parcel created from the Property attaches independently to each Parcel within the Development. Developer, through the sale, assignment or other conveyance of title to a Parcel, may assign its right to receive a Pay-Go Development Incentive for a Parcel and its obligations to pay applicable taxes, to the new Parcel owner.

(d) 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 up to \$125,000 for buildings less than 400,000 SF and up to \$250,000 for buildings over 400,000 SF, to be paid from any tax increment generated by that Facility on that Parcel and not

paid out in the Pay-Go incentive for that Facility on that Parcel ("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 at least \$14,000,000 of assessed value on the Property under the values schedule for the Northern Portion GMAV or at least the \$20,000,000 of assessed value on the Property if the Overall GMAV is triggered.

(e) Duration of Payments. The Pay-Go Development Incentive shall be paid over no more than 10 years for each Facility on each Parcel of Development. For example, the first 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. The tenth payment shall not be extended under any circumstances, even a Force Majeure or Excused Delay Event.

(f) No Interest. There shall be no interest paid to the Developer on any development incentive.

(g) 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.

(h) Not TIF Default. The Village may suspend making 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.

(i) Evidence of Obligation. The Developer understands and agrees that the Pay-Go Development Incentive payments shall continue for up to ten years, including after the

expiration of the TID #4 Expenditure Period if applicable. To allow the Village to continue to make Pay-Go Development Incentive payments to the Developer even after expiration of the TID #4 Expenditure Period if applicable, 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. The MRO that shall be issued by the Village as of the Effective Date of this Agreement shall be in a form substantially similar to that attached hereto as **Exhibit F**, in accord with this Agreement and subject to review and approval of such form by Village Bond Counsel. 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.

9. **Property Tax Shortfall; Developer Security.**

In order to secure the issuance of Village obligations for any construction and the Development incentives under Sections 6 and 8(a) of this Agreement and the Developer’s valuation commitments under this Agreement, Developer agrees to the following provisions and forms of security (“Security”):

(a) **Payment.** Developer agrees that, in the event that that there is a Property Tax Shortfall, as that term is defined below, with respect to the Property for any year covered by this Agreement, the Village may submit a bill to Developer for the Property Tax Shortfall. Such billing shall be submitted to Developer by the Village Treasurer by March 1 of the year in which the related taxes are due and payable, and shall be paid in full by Developer, without interest

thereon, by July 31st of that year. The Property Tax Shortfall payment requirement shall run with the land and be required of any such future successors and assigns of the Development Agreement.

b. Guaranty. Prior to the Village's commencement of work on the External CHK Infrastructure, Developer shall submit to Village a guaranty executed by Towne Realty Inc., the controlling owner and manager of the Developer, ("Guarantor") to cover any Property Tax Shortfall based on the difference in the actual cumulative Development Increment created and the cumulative Development Increment guaranteed under the applicable Northern Portion GMAV or Overall GMAV schedule (the "Guaranty"). The Guaranty shall not expire until the earlier of, i) the creation of the full Northern Portion GMAV, or full Overall GMAV, whichever is applicable, or ii) until 20 years from the date of the Village's debt issuance to fund the Upfront Incentive. The amount of any said payments under the Guaranty shall be equivalent to what should have been received by the Village for Property Tax Increment based upon the Northern Portion GMAV assessed value schedule or the Overall GMAV assessed value schedule, whichever is applicable, and the actual Property Tax Increment received based on the cumulative Development Increment created (the "Property Tax Shortfall"). In such case and upon the failure of the Developer to make any required payment for such Property Tax Shortfall, the Guarantor shall make such payment within fifteen (15) days of receipt of written notice from the Village that Developer has failed to make the Property Tax Shortfall payment pursuant to the timeframe set forth in Section 9(a). The sufficiency of the assets of the Guarantor shall be determined by the Village's financial consultants. The Guaranty shall be executed concurrent with the execution of this Agreement and shall be in a form substantially conforming to that set forth in **Exhibit G**, which is attached and incorporated herein by reference, subject to final approval of the form by the Village Attorney and Administrator.

c. Letter of Credit. Developer shall post with the Village a letter of credit, in a form and from an institution reasonably acceptable to the Village, in the initial amount of \$3,500,000 (the “Bonding Security LOC”) representing the principal amount of the Village's debt obligation for the costs of the Upfront Development Incentive including the External CHK Infrastructure. In the event of a Property Tax Shortfall, where the Developer and the Guarantor fail to make any payment required by this Agreement within 60 days of written notice to Developer or if there is a TIF Default, created by Developer, beyond the applicable cure period, the Village may, with 30 days prior notice to Developer, draw on the Bonding Security LOC in the amount of such applicable annual Property Tax Shortfall equal to the proportionate remaining obligation not satisfied under the Guarantor payment. The Bonding Security LOC shall be in a form reasonably approved by the Village Attorney and Administrator and posted with the Village by the date on which the Village is scheduled to start construction of the External CHK Infrastructure and before the Village pays any Upfront Development Incentive. The Bonding Security LOC shall be active and in effect until the minimum assessed value of \$37,000,000 on the Northern Portion is met by January 1, 2028 or if development on the Southern Portion is triggered, then until the minimum assessed value of \$57,000,000 on the overall Property is met. The Bonding Security LOC will be reduced annually and proportionately based on updated assessment values until the minimum assessed value of \$37,000,000 on the Northern Portion is met by or if development on the Southern Portion is triggered, then until the minimum assessed value of \$57,000,000 on the overall Property is met; and so long as the Developer is not in default under the Development Agreement beyond applicable notice and cure provisions in the Development Agreement (“Adjusted LOC Total”). The Bonding Security LOC shall be re-issued annually in the amount equal to the Adjusted LOC Total until the Developer achieves the full Northern Portion GMAV, or full Overall GMAV,

whichever is applicable. In the event of a TIF Default in which the Developer fails to achieve the scheduled values in the Northern Portion GMAV or the full Overall GMAV, the Village may, in its sole discretion draw on the Bonding Security LOC in the full amount of the Adjusted LOC Total and use such funds to pay towards the Village's outstanding debt obligation for the costs of the Upfront Development Incentive including the External CHK Infrastructure . If the Bonding Security LOC is due to expire and the Village has received notice that the Bonding Security LOC's expiration date will not be extended or renewed, and the Developer has not yet achieved the full Northern Portion GMAV or the full Overall GMAV, if triggered, or in the case of TIF Default, the Village may in its sole discretion draw the full remaining balance of the Adjusted LOC Total to pay toward all outstanding debt obligations of the Village for the costs of the Upfront Development Incentive including the External CHK Infrastructure or require Developer to post with the Village a replacement letter of credit in an amount representing the current Adjusted LOC Total toward the Village's debt obligation for the costs of the Upfront Development Incentive including the External CHK Infrastructure with an expiration date to be reasonably determined by the Village with these same terms. If the Developer cures the TIF Default by achieving the scheduled Northern Portion GMAV and/or the Overall GMAV if triggered, subsequent to the Village's draw of the full Adjusted LOC Total , the Village and Developer will cooperate in good faith to amend the Development Agreement to allow for the recapture of the amount drawn on the Bonding Security LOC from excess Property Tax Increment from the Development, if any, within the applicable 10 year period of time for a Pay-Go Development Incentive.

d. Special Assessment. As further security to address any Property Tax Shortfall, Company Default or TIF Default, not otherwise paid by the Guaranty or the Bonding Security LOC detailed above, the Village may levy and collect a special assessment against the

Development in an amount sufficient to make the necessary debt payments for the External Infrastructure and the Upfront Development Incentive. Pursuant to Wis. Stat. Section 66.0703, the Developer hereby waives any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments (including, but not limited to, the notice of hearing requirements and the hearing itself) and agrees that the Village may levy such special assessments. The Developer further waives any right to appeal from such special assessments.

10. **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 and any subsequent Development-related or other professional fees the Village reasonably incurs in connection with this Agreement. The Predevelopment Reimbursement Agreement, shall remain in effect, for purposes of the reimbursements required thereunder during the course of this Development.

11. **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.

12. **Utilities and Site Grading; Subsequent Agreements.** The Developer is responsible for all costs associated with on-site utilities required for its construction of the Facilities 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. The Parties agree that they shall enter into the required subsequent agreement with the Village and its Utility Districts as required by the Village's Ordinances and standard practices, for the construction of the Internal Infrastructure including anticipated on-site and off-site infrastructure including but not limited to private driveways, site grading and erosion controls, stormwater improvements, public sanitary sewer and water services, with the Village, and the Village of Caledonia Sewer Utility District and Village of Caledonia Water Utility District (collectively the "Utility Districts"), in accordance with the Village's Code of Ordinances. The Developer agrees to contract with or otherwise arrange with said Utility Districts for the furnishing of public sewer and water services to the Project. All such work shall be pursuant to plans and specifications approved by the Village and Utility Districts and the Village. 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. The Village agrees that it will execute such partial releases as are reasonably deemed necessary the Village Attorney to allow for individual site development to occur.

13. **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.

14. **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.

15. **Indemnification/Hold Harmless**

a. **Developer.** 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 Developer's construction on, ownership of, 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 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 Developer's construction on, ownership of 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.

b. **Village.** The Village hereby expressly agrees to indemnify and hold the Developer 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 unlawful or willful misconduct or negligence of the Village related to the construction of the External CHK Infrastructure that the Village is required to do under this Agreement, except to the extent as such claims or liability arise by virtue of the Developer's breach of this Agreement, or the negligence, unlawful or willful misconduct of the Developer or any of its agents, contractors, officers or employees. The Village further agrees to defend the Developer or its agents (at no cost to the Developer or its agents, consultants and employees) in the event they are named as a defendant in any action concerning this Agreement related to any unlawful or willful misconduct or negligence of the Village related to any construction of the External CHK Infrastructure that the Village is required to do under 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 Developer or any of its agents, contractors, officers or employees. The Village acknowledges that it is not an agent, employee or independent contractor of the Developer, 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. Any indemnification by the Village under

this subsection is further limited to statutory limits of municipal liability per Wisconsin Statutes and case law.

16. **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”), which presence results from any activity conducted by the Developer, or by the Developer’s respective employees, agents or contractors, (and excluding any presence that pre-exists Developer’s activities or is merely discovered by Developer in the conduct of Developer’s activities), 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, or which injury or damage arises from a pre-existing presence of the Substance. 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, or any Substances or damages that arise due to presence that pre-exists the conduct of Developer’s activities or is merely discovered by Developer in the conduct of Developer’s activities. 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.

17. **Taxability.** Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property 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 Property. 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 Property taxable, and by the same date that the first installment tax payment on the Development would have been due were the entire Property taxable. During the term of this Agreement, the Village shall be obligated to pay to the Developer the same 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.

18. **Developer Default.**

(a) **Company Default.** 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 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 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, unless otherwise agreed by the parties.

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 or Facilities.

(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 Incentive, provided the Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default. In the event the Developer fails to timely perform any one or more of its obligations that is a TIF Default as defined below, 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 thirty (30) days from the date of the notice to provide proof to the Village of their action to cure such default in a reasonable timeframe given the nature of the default and such cure shall occur within at the latest ninety (90) days from the day of the notice of default unless otherwise agreed by the Parties.

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 Internal Infrastructure within eighteen (18) months after the effective date of this Agreement; (iii) the failure to post any security required by this Agreement by the time required under this Agreement beyond any applicable notice and cure period for such failure; or (iv) the nonpayment of General Property Taxes on the Property or Parcel when due, but in such case such failure shall only be deemed a TIF Default as to the specific Parcel owner that has a nonpayment of General Property Taxes and bears responsibility for such payment. In the event of a TIF Default, the Village may, at its option, (i) suspend its obligation to make any further payments on the Fee Rebate and Pay Go Development Incentive; and/or (ii) draw on or activate any security posted as required by this Agreement, 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. In the event the Village suspends any further payments on the Fee Rebate and Pay Go Development Incentive, upon a subsequent cure of the TIF Default whereby the Village is therefore made whole as to Developer’s obligations to the Village, then in such event the Village shall remit to Developer the held back suspended payments of the Fee Rebate and Development Incentive within thirty (30) days of Developer’s cure of the TIF Default if within the applicable 10 year period for receipt of such Pay-Go Development Incentive.

19. **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 twenty (120) days from the date of the Developer's notice, unless otherwise agreed by the parties.

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.

20. **Force Majeure and Excused Delay.** In the event that the 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, 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 9(b) and (c) upon thirty (30) days prior written notice to Developer. Force Majeure shall never excuse the failure to perform a financial obligation of either party except that under no circumstances, shall the Village be obligated to pay a Fee Rebate or a Pay Go Development Incentive in any given year, for the applicable Parcel, if Property Tax

Increment has not been received by the Village because General Property Taxes have not been paid by the responsible Parcel owner.

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.

21. **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 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 of each Facility, however, the Developer shall be free to assign the right to receive the Pay Go Development Incentive, and the Fee Rebate without the Village’s consent, and shall also be free to assign the right to receive the Pay Go Development Incentive, for any one Parcel, to the Owner of that Parcel or to a Parcel User of that Parcel. It is emphasized that all of the Pay-Go Development Incentives shall be

calculated separately for each Parcel, in order to allow this assignment, and Village agrees to give to the Developer a MRO for each Parcel that stands alone for that Parcel. To this end, and to encourage Parcel Users to locate on the Property, Village agrees to give to any Parcel User, or its lender, upon request, an estoppel letter confirming whether substantial completion has occurred on that Parcel, and whether there are any TIF Defaults as of that then current date which would terminate or delay the payment of any Pay-Go Development Incentive or Fee Rebate-hereunder. The Developer may only assign its right to receive a Pay Go Development Incentive or Fee Rebate for a Property, 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.

In addition to all other rights herein, after the Developer has fully met the Northern Portion GMAV or the Overall GMAV, whichever is applicable, the Developer shall have the right to assign both its rights and obligations for any undeveloped Parcel under this Agreement without Villages approval. In the event Developer wishes to assign both its rights and obligations for any undeveloped Parcel under this Agreement prior to having fully met the Northern Portion GMAV or the Overall GMAV, whichever is applicable, the assignment must be approved by the Village, which approval shall not be unreasonably withheld.

Upon substantial completion of a Facility, or other allowable assignment, the applicable portion of the Bonding Security LOC and the Guaranty (if any remaining) shall also be released by the Village. as to that individual Parcel only.

22. **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.

23. **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, 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:

TI Investors of Caledonia LLC
c/o Towne Realty, Inc.
710 N. Plankinton Ave., Ste. 1100
Milwaukee, WI 53203
Attn: Chad Navis
Email: Chad.navis@zilber.com
Phone: (414) 274-2642

With a copy to:

Zilber Ltd.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203
Attn: Sandra J. DeLisle. Esq.
Email: sandi.delisle@zilber.com
Phone: (414) 274-2438

To the Village:

Village of Caledonia
5043 Chester Lane
Racine, WI 53402
Attn: Village Administrator and Village Clerk
Email: kkasper@caledonia-wi.gov
Phone: (262) 835-6422

With a copy to:

Elaine Sutton Ekes
Pruitt, Ekes & Geary, S.C.
245 Main St. Suite 404
Racine, WI 53403
Email: esekes@peglawfirm.com
Phone: (262) 456-1216

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

24. **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.

25. **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.

26. **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.

27. **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]

“THE DEVELOPER”

TI Investors of Caledonia LLC,

By: Towne Realty, Inc., manager

By: _____
Susan K. Laabs, Vice President

STATE OF WISCONSIN)
) SS:
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, the above-named
Susan K. Laabs, as the Vice President of Towne Realty, Inc. to me known to be the person who
executed the foregoing instrument and acknowledged the same as the act and deed of said
company.

Notary Public, _____ County, Wisconsin
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 Drawing
- Exhibit C – Northern Portion / Southern Portion Drawing
- Exhibit D -- Estimate of Internal Infrastructure
- Exhibit E -- Pay-as-you-go Sample Calculation
- Exhibit F – Sample Resolution and MRO
- Exhibit G -- Guaranty

EXHIBIT A**Legal Description for Property****LEGAL DESCRIPTION****PARCEL I:**

That part of the North One-half (1/2) of the Southwest One-quarter (1/4) of Section Thirty (30), in Township Four (4) North, Range Twenty-two (22) East, in the Village of Caledonia, Racine County, Wisconsin, bounded as follows: Commence at a point on the North-South 1/4 line of said Section 30 located South 01°04'21" East 1324.11 feet from a cast iron monument with a brass cap marking the center of said Section 30; run thence South 89°26'42" West 33.00 feet on the South line of the North 1/2 of said Southwest 1/4 Section to a 1" diameter iron pipe stake marking the point of beginning of this description; run thence South 89°26'42" West 1815.57 feet to a 1" diameter iron pipe stake; thence North 00°43'27" West 830.09 feet, parallel with the West line of said Southwest 1/4 Section to a 1" diameter iron pipe stake; thence North 89°16'42" East 273.99 feet to a 1" diameter iron pipe stake; thence South 77°16'48" East 225.33 feet to a diameter iron pipe stake; thence South 70°25'25" East 60.00 feet to a 1" diameter iron pipe stake; thence North 21°25'13" East 211.06 feet to a 1" diameter iron pipe stake on the South line of C.T.H. "K" at a point on a curve of Northeasterly convexity whose radius is 4227.18 feet and whose chord bears South 65°33'57" East 1308.25 feet; thence Southeasterly 1313.53 feet on the arc of said curve to a 1" diameter iron pipe stake; thence South 01°04'21" East 401.57 feet to the point of beginning.

PARCEL II:

The South One-half (1/2) of the Southwest Fractional One-quarter (1/4) of Section Thirty (30), in Township Four (4) North, Range Twenty-two (22) East, excepting therefrom that part thereof bounded and described as follows, to-wit: Commence at the Southwest corner of said Section 30, said point being place of beginning of excepted parcel; run thence North, along the West line of said Section 30, 889.67 feet; thence South 87°59' East 204.96 feet to an iron stake; thence South 01°23' East 884.35 feet; and thence North 89°38' West 227.61 feet to the place of beginning. Also excepting land contained in Award of Damages recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 11, 1958, Volume 627 of Deeds at Page 438, as Document No. 678112; and land contained in Warranty Deed recorded in said Register's Office of August 29, 1958, in Volume 628 of Deeds at Page 349, as Document No. 678935 and also excepting that part of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 4 North, Range 22 East, described as follows: Commence at a point on the West line of said Section that is located due North 889.67 feet from Southwest corner of said Section; thence run South 87°59' East 149.65 feet to East line of Interstate Highway No. 94 and point of beginning of this description; thence due North 435.39 feet parallel with the West line of said Section along the East line of said Interstate Highway No. 94; thence South 89°53' East 255.18 feet; thence due South parallel with the West line of said Section 30, 565.17 feet; thence North 89°53' West 196.62 feet; thence North 01°28' 30" West 128.00 feet; thence North 87°59' West 55.31 feet to point of beginning of this description. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

Tax Key Nos.: 104-04-22-30-047-000
 104-04-22-30-038-000

EXHIBIT B Concept Plan

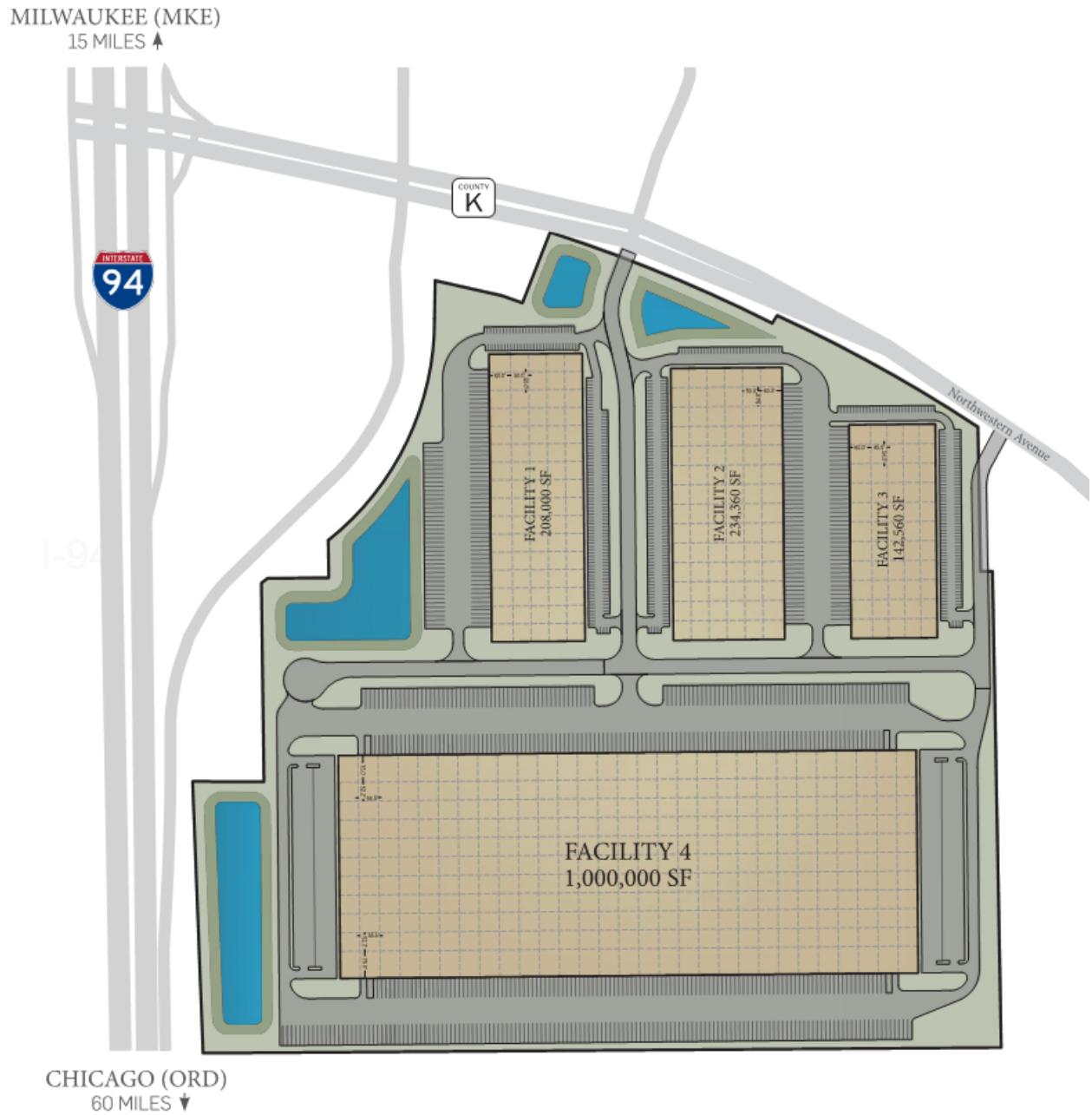


EXHIBIT C
Northern Portion / Southern Portion

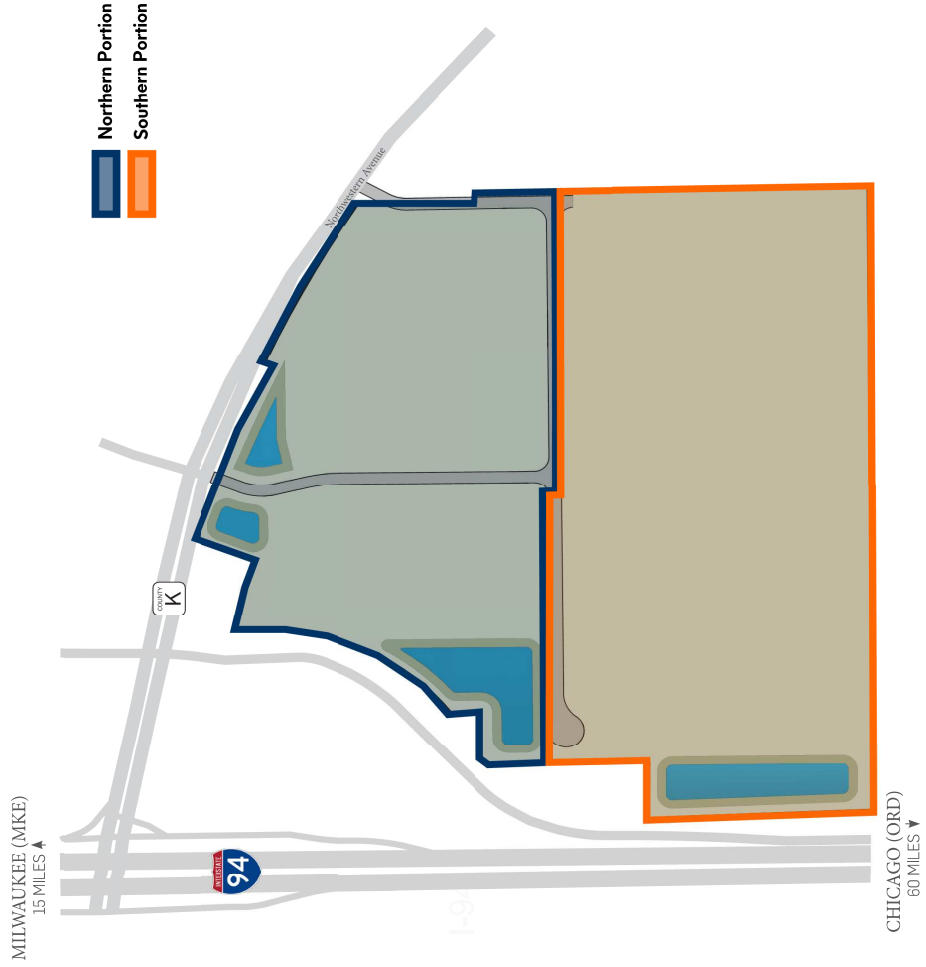


EXHIBIT D Estimate of Internal Infrastructure

Total LF of Roadway		3685		Caledonia Standards					
								Cost per LF	
Asphalt	Wide	Long	Area (SF)	Area (SY)	Thick (in)	Ton	\$/ton	\$121	
	37	1	37	4.11	6	1.42	\$85		
Stone Base	Wide	Long	Area (SF)		Thick (in)	Ton	\$/ton	\$102	
	44	1	44		15	4.07	\$25		
Geo Fabric <small>WisDOT SR 645.0135</small>	Wide	Long	Area (SF)			SY	\$/sy	\$29	
	44	1	44			4.89	\$6		
C&G	Wide	Sides					\$/LF	\$40	
	2.5	2					\$20		
ROW Grading	ROW Width	Avg Cut	CY/LF	\$/CY		5%Undercut (cy)	\$/CY	\$54	
	80	2.5	7.4	\$6.00		0.4	\$25.00		
Stabilization	Area Width	Long	Area (SF)			SY	\$/sy	\$28	
	38	1	38			4.22	\$6		
Light Pole	Spacing (FT)	Sides					\$/EA	\$80	
	150	2					\$6,000		
Trees	Spacing (FT)	Sides					\$/EA	\$17	
	60	2					\$500		
Storm	AVG 30" Size		250	-FT Space (1 MH 2 Inlets)			\$114		
	\$90	/LF	\$6,000	\$24	/LF				
Sanitary	Size (in)	Spoil	350	-FT MH Space	MH Cost	\$5,000	\$109		
	10	\$55	\$40	Granular Premium	\$14	Premium			
Water	Size (in)	Spoil	300	-FT Hyd Space	Hydr. Cost	\$8,500	\$147		
	16	\$70	\$20	Granular Premium	\$28	Premium			
Sidewalk	Wide	Thickness	Sides	Area (SF)			\$/SF	\$0	
	0	5	2	0			\$4		
Asphalt Path	Wide	Long	Area (SF)	Area (SY)	Thick (in)	Ton	\$/ton	\$0	
	0	1	0	0.00	4	0.00	\$80		
Acceleration (% of Items above to account for Misc Items Street Signage, Pavement Markings, Traffic Control, Permits, ETC.)							5%	\$42	
Fiber								\$10	
Gas								\$30	
Electric								\$30	

Estimated Cost per Lineal Foot **\$952**

Total LF of Roadway	3685
Total Cost Magnitude	\$3,509,666
CTH K2	\$300,000
CTH K2	\$250,000
Subtotal	\$4,059,666
15% Design/CM	\$608,950
7% Contingency	\$326,803.13
	\$4,995,419.22

EXHIBIT E
SAMPLE CHART FOR PAY-GO DEVELOPMENT INCENTIVE

Schedule of Payments:

In consideration of the Development the Village agrees to make payments to the registered owner of the Bond, in the amount of the Lot __ Development Increment, on October 20 of each year in the “Payment to Developer Due” column below.

Assessment as of	Tax Bill Due in	Payment to Developer due on October 20 of the following years	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/202XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	

As provided in the Development Agreement, the Lot __ Development Increment shall be calculated as follows:

Parcel Number on Ex. C	Phase Number	Approximate acres	Allocated Development Tax Incremental Base Value	Taxes collected on Base Value	Taxes collected on first \$250,000 per acre Development Increment	Taxes collected on next \$250,000 per acre Development Increment	Taxes collected on Development Increment above \$500,000 per acre
Lot XX	X	XX		All to	To Village	50/50 share	75% to Developer
				Existing	But Village	To	25% to Village
				Taxing	Pays Fee Rebate	Developer and	
				Authorities	From this amount	Village	

EXHIBIT F
SAMPLE RESOLUTION AND MRO
SUBJECT TO APPROVAL BY BOND COUNSEL AT ISSUANCE

RESOLUTION NO. 20XX- ____

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF
CALEDONIA AUTHORIZING THE ISSUANCE OF A
TAXABLE TAX INCREMENT REVENUE BOND
(TI Investors of Caledonia LLC- TID NO. 4)**

WHEREAS, the Village of Caledonia, Wisconsin (the "Village") and TI Investors of Caledonia LLC ("Developer") have entered into a development agreement dated _____, 2022 (the "Development Agreement") pursuant to which the Developer has undertaken development projects within the Village; and

WHEREAS, the Development Agreement encumbered a parcel of property defined on Exhibit A to the Development Agreement (the "Entire Property"); and

WHEREAS, the Village approved Certified Survey Map No. _____ (and recorded in the Office of the Register of Deeds of Racine County, Wisconsin ("ROD")) as Document No. _____), dividing the Entire Property into _____ parcels, so that the Development Agreement encumbers _____ parcels of land now defined on Exhibit B hereto as the "TI Lots," or, individually as a Lot; and

WHEREAS, the Development Agreement contained a provision allowing the Developer to designate which of the Parcel Owners are to receive an MRO for any individual Lot, and the Developer executed and delivered to the Village a Direction to Village on Allocation of MRO under the Development Agreement (the "Direction") which will be recorded in the ROD and which the Village accepted; and

WHEREAS, the Village has executed a Certification of Satisfaction of Certain Obligations under Development Agreement (the "Certificate"), which will be recorded in the ROD, confirming that certain prerequisites and obligations in the Development Agreement have been satisfied, and specifically confirming that a number of items which otherwise would be defined therein as a "TIF Default" have now been satisfied; and

WHEREAS, the Village acknowledges the effectiveness of the documents referenced above to satisfy obligations in the Development Agreement; and

WHEREAS, Developer is the owner of Lot ____ as defined on Exhibit B hereto ("Lot ____"), and the Developer has assigned to the _____ [Parcel Owner], in the Direction, all rights to receive the MRO for Lot ____; and

WHEREAS, this Resolution authorizes the issuance of the Bond (defined herein), the form of which is attached hereto as Exhibit A, which Bond represents the MRO (as defined in the Development Agreement with respect to the Development Incentive (as defined in the Development Agreement) payable by the Village for only Lot __, without affecting any rights or

obligations of the Village or the Developer related to the other Lots as defined on Exhibit B hereto;

WHEREAS, the Pay-Go Development Incentive in the Development Agreement was expressed as a formula based on the acreage in each Lot, and the Village acknowledges that the final acreage in Lot ____, as shown in CSM _____ is _____ acres; and

WHEREAS, the Development Agreement identified that the total Base Value of \$20,200.00 for the Entire Property was intended to be allocated to each Lot prorata, based on a total of 92.80 total acres, so that the Base Value assigned to Lot ____ as shown in Exhibit ____ of the Development Agreement calculates to be \$_____ ; and

WHEREAS, the amount of Pay-Go Development Incentive for each Lot was to be calculated in three tranches, as identified in Exhibit ____ of the Development Agreement; and

WHEREAS, the Developer would not undertake the development on Entire Property (hereafter, the "Development") without the use of tax incremental financing to assist with the financing of the Development; and

WHEREAS, as an incentive to undertaking the Development, the Village has agreed to provide the Developer with financial assistance in connection with the Development by sharing the Property Tax Increment (as defined herein) within the Village's Tax Incremental District No. 4 (the "District"); and

WHEREAS, the Development within the District constitutes a revenue-producing enterprise of the Village which is operated for a public purpose, and constitutes a "public utility" within the meaning of Section 66.0621 of the Wisconsin Statutes; and

WHEREAS, pursuant to Section 66.0621 of the Wisconsin Statutes and the terms of the Development Agreement, a portion of the financial assistance to be provided to the Developer will be evidenced by the issuance by the Village to the Developer of a tax increment revenue bond payable solely from the Lot Property Tax Increment (as defined herein) which is appropriated by the Village Board to the payment of the Bond (as defined herein);

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia, Wisconsin, as follows:

Section 1. Definitions. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meaning provided for in the Development Agreement unless the context clearly requires a different meaning. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Lot ____ Development Incentive" is the annual payment due to the Developer under the Bond as calculated pursuant to the Development Agreement, as it applies to Lot ____ only and does not include any payment due with respect to the other Lots

"Payment Conditions" means the conditions set forth in the Development Agreement upon which the Village's obligation to make Lot ___ Development Incentive payments is contingent, and taking into consideration the definition of "TIF Default" in the Development Agreement.

"Lot ___ Property Tax Increment" in any year has the meaning provided in Development Agreement for Property Tax Increment, as it relates to Lot ___ and does not include Property Tax Increment relating to the other Lots or any other property in the District.

Section 2. Authorization and Terms of Bond. For the purpose of providing financial assistance to the Development in the District, as provided for under the Development Agreement, the Village shall issue its "Taxable Tax Increment Revenue Bond (TI Investors - TID No. 4)" to the Developer in consideration for the obligations undertaken by the Developer in the Development Agreement with respect to Lot ___ (the "Bond"). The Bond shall be dated its date of issuance. No interest shall be payable or accrue on the Bond.

Subject to satisfaction by the Developer of the Payment Conditions, the Bond shall be payable in installments of principal on October 20 of each of the years 20__ through 20__. The amount of the installment due on the Bond in each year shall be equal to the Lot ___ Development Incentive and the payment of each installment on the Bond shall be subject to appropriation by the Village Board of Lot ___ Property Tax Increment to payment of the Bond.

The schedule of payments on the Bond is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 3. Form of Bond. The Bond shall be in substantially the form set forth on Exhibit A hereto as approved by bond counsel and incorporated herein by this reference.

Section 4. Security for the Bond. This Bond is a special, limited revenue obligation of the Village and is payable only from the sources, to the extent, and subject to the qualifications stated or referenced herein. No property or other asset of the Village, except Lot ___ Property Tax Increment, appropriated to make payments with respect to the Bond, is or shall be a source of payment of the Village's obligations hereunder.

The Bond shall be payable only out of the Special Redemption Fund provided for in Section 5 herein, and shall be a valid claim of the registered owner only against the Special Redemption Fund and the Lot ___ Property Tax Increment pledged to such fund. The Lot ___ Property Tax Increment appropriated by the Village Board to the payment of the Bond each year is hereby pledged to such Special Redemption Fund, and shall be used for no other purpose than payment of the Bond.

This Bond shall not constitute a debt or obligation of the Village within the meaning of any state constitutional provision, statutory limitation, or charter provision or limitation thereof and shall not be a charge against its general credit or taxing powers.

As stated above, the application of Lot ___ Property Tax Increment to payment of the Bond is subject to future annual appropriation by the Village Board. However, the Village fully expects and anticipates that to the extent Lot ___ Property Tax Increment is generated and received by the Village, it will appropriate such Lot ___ Property Tax Increment in an amount equal to the Lot ___ Development Incentive to the payment of the Bond.

The Village shall have no obligation to make any payments on the Bond while there exists and is outstanding a TIF Default, as defined in the Development Agreement, arising from Lot ___.

Section 5. Special Redemption Fund. For the purpose of the application and proper allocation of the Lot ___ Property Tax Increment appropriated to the payment of the Bond, and to secure the payment of the principal of the Bond, the Special Redemption Fund is hereby created and shall be used solely for the purpose of paying the Bond in accordance with the provisions of the Bond and this Resolution.

Uninvested money in the Special Redemption Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the Village as public depositories under the laws of Wisconsin. Such deposits of Special Redemption Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the Village.

Money in the Special Redemption Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the Bond, or in the local government pooled-investment fund. All income from such investments shall be deposited in the Special Redemption Fund. Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for the Special Redemption Fund.

All Lot ___ Property Tax Increment, appropriated to the payment of the Bond shall be deposited in the Special Redemption Fund, and no other fund is created by this Resolution.

Section 6. Application of Lot ___ Property Tax Increment to Payment of the Bond. On October 20 of each year, the Village shall apply to the payment of the Bond the Lot ___ Property Tax Increment received, which has been appropriated by the Village Board to the payment of the Bond; provided, however, such payments shall end on October 31, 20__.

This Bond shall be deemed paid in full on October 31, 20__, the obligation of the Village to make any further payment on this Bond shall terminate on that date, and the Developer shall have no right to receive any further payment on this Bond. The Village makes no representation or covenant, express or implied, that Lot ___ Property Tax Increment will be generated. The Village's obligation to make payments on the Bond is limited to Lot ___ Property Tax Increment, and is further subject to annual appropriation by the Village Board.

If for any reason the District terminates (other than by voluntary action of the Village) prior to October 31, 20____, then the remaining balance on the Bond shall be deemed paid in full, it being understood that upon such termination of the District, the obligation of the Village to make any further payments on the Bond shall also terminate. The Village shall have no obligation to pay any amount of the Bond which remains unpaid upon termination of the District, and the owner of the Bond shall have no right to receive payment of such amounts.

Section 7. Village Covenants. It is covenanted and agreed by the Village with the Developer that the Village will take no action, other than action required under Wisconsin Statutes, to dissolve the District prior to the payment in full of the Bond.

Section 8. Persons Treated as Owners; Transfer of Bond. The Village Treasurer shall keep books for the registration and for the transfer of the Bond. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bond may be transferred or assigned by the registered owner thereof only under the circumstances provided for in the Development Agreement and only by surrender of the Bond at the office of the Village Treasurer accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer or assignment, the Village Treasurer shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the Bond and re-issue the Bond (or a new Bond or Bonds of like aggregate principal amount and maturity). The Bond may be exchanged for a new Bond or Bonds of like aggregate principal amount and maturity; provided however, that the Village will only make payments on the Bond or Bonds to the registered owner of the Bond.

Section 9. General Authorizations. The Village President and Village Clerk and the appropriate deputies and officials of the Village in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the Village under the Development Agreement and the Bond.

The Bond shall be signed by the manual or facsimile signatures of the Village President and Village Clerk of the Village (provided that, unless the Village has contracted with a fiscal agent to authenticate the Bond, at least one of such signatures shall be manual), and sealed with the corporate seal of the Village, or a facsimile thereof.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Bond), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the Village.

Section 10. Severability of Invalid Provisions. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution. For clarity purposes only, nothing contained herein shall limit, affect, or waive any Pay-Go Development Incentive (as defined in the Development Agreement) due from the other Lots, as defined in Exhibit B or the Fee Rebate (as defined in the Development Agreement) with respect to the Entire Property.

Section 11. Effective Date. This Resolution shall be effective immediately upon its passage and approval.

Adopted, approved and recorded _____, 20__.

James Dobbs, Village President

ATTEST:

Joslyn Hoeffert, Village Clerk

(SEAL)

EXHIBIT A
(FORM OF BOND)

REGISTERED NO. R-1
DATE ISSUED: _____ -
UNITED STATES OF AMERICA
STATE OF WISCONSIN
VILLAGE OF CALEDONIA, WISCONSIN
TAXABLE TAX INCREMENT REVENUE BOND
(TI Investors of Caledonia LLC - TID NO. 4)

REGISTERED OWNER: _____

FOR VALUE RECEIVED, the Village of Caledonia, Wisconsin (the "Village") hereby acknowledges itself to owe and for value received promises to pay to the registered owner stated above (the "Developer"), or registered assigns, the installment payments as provided herein, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided.

This Bond is issued for the purpose of financing the cost of undertaking a program of development with respect to Tax Incremental District No. 4 (the "District") of the Village pursuant to Section 66.0621, Wisconsin Statutes, acts supplementary thereto, a resolution adopted by the Village on _____, 20__ (the "Approving Resolution") and a Development Agreement dated _____, 2022 between the Village and the Developer as affected by the documents referenced in the Approving Resolution, (the "Development Agreement").

This Bond is payable only from Lot ___ Property Tax Increment (as defined in the Approving Resolution), subject to the availability thereof, and further subject to future annual appropriation by the Village Board of the Village. Reference is hereby made to the Approving Resolution and the Development Agreement for the definition of capitalized terms, a more complete statement of the limited revenues from which and the conditions under which this Bond is payable, as well as the general covenants and provisions pursuant to which this Bond has been issued.

Subject to the Developer satisfying the Payment Conditions for Lot ___, the Bond shall be payable in installments of principal on October 20 of each of the years 20__ through 20__ . The amount of the installment due on the Bond in each year shall be equal to the Lot ___ Development Incentive (as defined in the Approving Resolution) and as shown on the attached Schedule A.

THIS BOND IS A SPECIAL, LIMITED REVENUE OBLIGATION OF THE VILLAGE AND IS PAYABLE ONLY FROM THE SOURCES, TO THE EXTENT, AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. NO PROPERTY OR OTHER ASSET OF THE VILLAGE, EXCEPT LOT ___ PROPERTY TAX INCREMENT

APPROPRIATED TO MAKE PAYMENTS WITH RESPECT TO THE BOND, IS OR SHALL BE A SOURCE OF PAYMENT OF THE VILLAGE'S OBLIGATIONS HEREUNDER.

THIS BOND SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE VILLAGE WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION, STATUTORY LIMITATION, OR CHARTER PROVISION OR LIMITATION THEREOF AND SHALL NOT BE A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

THIS BOND SHALL BE DEEMED PAID IN FULL ON OCTOBER 31, 20___, THE OBLIGATION OF THE VILLAGE TO MAKE ANY FURTHER PAYMENT UNDER THIS BOND SHALL TERMINATE ON THAT DATE, AND THE DEVELOPER SHALL HAVE NO RIGHT TO RECEIVE ANY FURTHER PAYMENT UNDER THIS BOND. THE VILLAGE MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT LOT ___ PROPERTY TAX INCREMENT WILL BE GENERATED. THE VILLAGE'S OBLIGATION TO MAKE PAYMENTS ON THE BOND IS LIMITED TO LOT ___ PROPERTY TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE VILLAGE BOARD.

If for any reason the District terminates (other than by voluntary action of the Village) prior to the final payment date, then the remaining balance on the Bond shall be deemed paid in full, it being understood that upon such termination of the District, the obligation of the Village to make any further payments on the Bond shall also terminate. The Village shall have no obligation to pay any amount of the Bond which remains unpaid upon termination of the District, and the owner of the Bond shall have no right to receive payment of such amounts on this Bond. In the Approving Resolution, the Village covenanted and agreed that it would take no action, other than action required under Wisconsin Statutes, to dissolve the District prior to the payment in full of the Bond.

This Bond is issued by the Village pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned only under the circumstances provided in the Development Agreement. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the Village either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the Village. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Village of Caledonia, Wisconsin, has caused this Bond to be signed by its duly authorized officers and its official or corporate seal, if any, to be impressed hereon, all as of the day and year first above written.

VILLAGE OF CALEDONIA, WISCONSIN

By _____

James Dobbs, Village President

By _____

Joslyn Hoeffert, Village Clerk

(SEAL)

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the Village Clerk of the Village of Caledonia, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the Village and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

Date of
Registration

Name of
Registered Owner

Signature of
Village Clerk

Schedule A to Bond

Schedule of Payments under this Bond:

In consideration of the Development the Village agrees to make payments to the registered owner of the Bond, in the amount of the Lot __ Development Increment, on October 20 of each year in the “Payment to Developer Due” column below.

Assessment as of	Tax Bill Due in	Payment to Developer due on October 20 of the following years	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/202XX	20XX	20XX	
1/1/20XX	20XX	20XX	
1/1/20XX	20XX	20XX	

As provided in the Development Agreement, the Lot __ Development Increment shall be calculated as follows:

Parcel Number on Ex. C	Phase Number	Approximate acres	Allocated Development Tax Incremental Base Value	Taxes collected on Base Value	Taxes collected on first \$250,000 per acre Development Increment	Taxes collected on next \$250,000 per acre Development Increment	Taxes collected on Development Increment above \$500,000 per acre
Lot XX	X	XX		All to	To Village	50/50 share	75% to Developer
				Existing	But Village	To	25% to Village
				Taxing	Pays Fee Rebate	Developer and	
				Authorities	From this amount	Village	

Exhibit B to Resolution
Legal Description of Entire Property and each Lot

When used herein the “Entire Property” shall be all of the Lots.

Tax Parcel Number: 104-04-

Tax Parcel Number: 104-04-

EXHIBIT G
Guaranty

RESOLUTION NO. 2022-42
(5/2/2022)

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE CERTIFIED SURVEY MAP # _____; PARCEL ID 104-04-23-20-124-010 – LOCATED IN THE SE 1/4 OF SECTION 20, T4N, R23E, CHESTER LANE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI – OWNER ROBERT KONECKO – APPLICANT DAVID WADE & JOY MATHEIN

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

WHEREAS, the applicant has submitted a Certified Survey Map (CSM) to the Village for consideration. The proposed CSM would create 3 lots from existing parcel 104-04-23-20-124-010.

WHEREAS, the Public Services Director’s Memo dated April 20, 2022, attached hereto as **Exhibit A**, recommended conditional approval subject to 10 conditions.

WHEREAS, the Village Plan Commission on April 25, 2022, recommended conditional approval of the CSM in accordance with the Public Services Director memo (**Exhibit A**) subject to the conditions outlined therein.

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

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

VILLAGE OF CALEDONIA


By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

MEMORANDUM

Date: Wednesday, April 20, 2022

To: Plan Commission

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

Re: Konecko CSM – Parcel ID 51-104-04-23-20-124-010 – SE ¼ of Section 20, T4N, R23E, Chester Lane Village of Caledonia, Racine County, WI – Robert Konecko Owner – David Wade & Joy Mathein Applicant

The Engineering Department has received a draft Certified Survey Map (CSM) from David Wade & Joy Mathein. The Konecko property is located on the East side of Chester Lane between 4 Mile Road and the Village Hall. The existing property is approximately 1.25 acres in size and has 330 feet of frontage along Chester Lane. This is property was part of a CSM (Lots 2, 3, & 4) in 2004, which was not recorded. Mr. Wade & Ms. Mathein are proposing to develop the proposed lots with duplex homes in the future.

The existing parcel is currently vacant.

The draft CSM proposes to create 3 lots. All 3 lots are proposed for duplex (two family) homes in the near future. The lots are proposed to be approximately 0.38 acres, 0.38 acres, and 0.49 acres in size.

The Zoning of the existing parcel is R-6. R-6 zoning requires a minimum of 100' of frontage and a minimum of 10,000 square feet of area. The proposed lots meet and exceed the minimum zoning requirements.

The CSM is located within the Sanitary Sewer & Water Service Areas. Sanitary Sewer and Watermain are available to the proposed lots within Chester Lane. The proposed lots do not have laterals to them at this time and laterals will need to be extended to the lots. The owner will need to obtain Road Opening Permits for each lot for the installation of the sewer and water laterals.

Access for the 3 proposed lots is to be from Chester Lane. The owner will need to obtain Right of Way Access Permits prior to any accesses being installed.

The drainage of the draft CSM according to the Master Drainage Plan is to the North and East (M-16-10) for the approximate 1.25 acres. Based on a field review, it appears that the front of the lots drain to the North to the Klema Ditch and the back of the lots sheet flow to the East. As part of the proposed development of these lots, a Site Grading Plan and a Storm Water Management Plan will need to be submitted, reviewed, and approved. It has been discussed that the storm water pond on the Village Hall site can be used as a Regional Storm Water Basin. As part of the development of a Storm Water Management Plan for this CSM, the necessary capacity needed for the storm water runoff for these lots shall be provided. In addition, a cost share agreement / maintenance agreement will need to be entered into with the property owners for expanding the Village Storm Water Pond as part of the Public Safety Building.

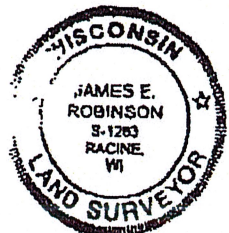
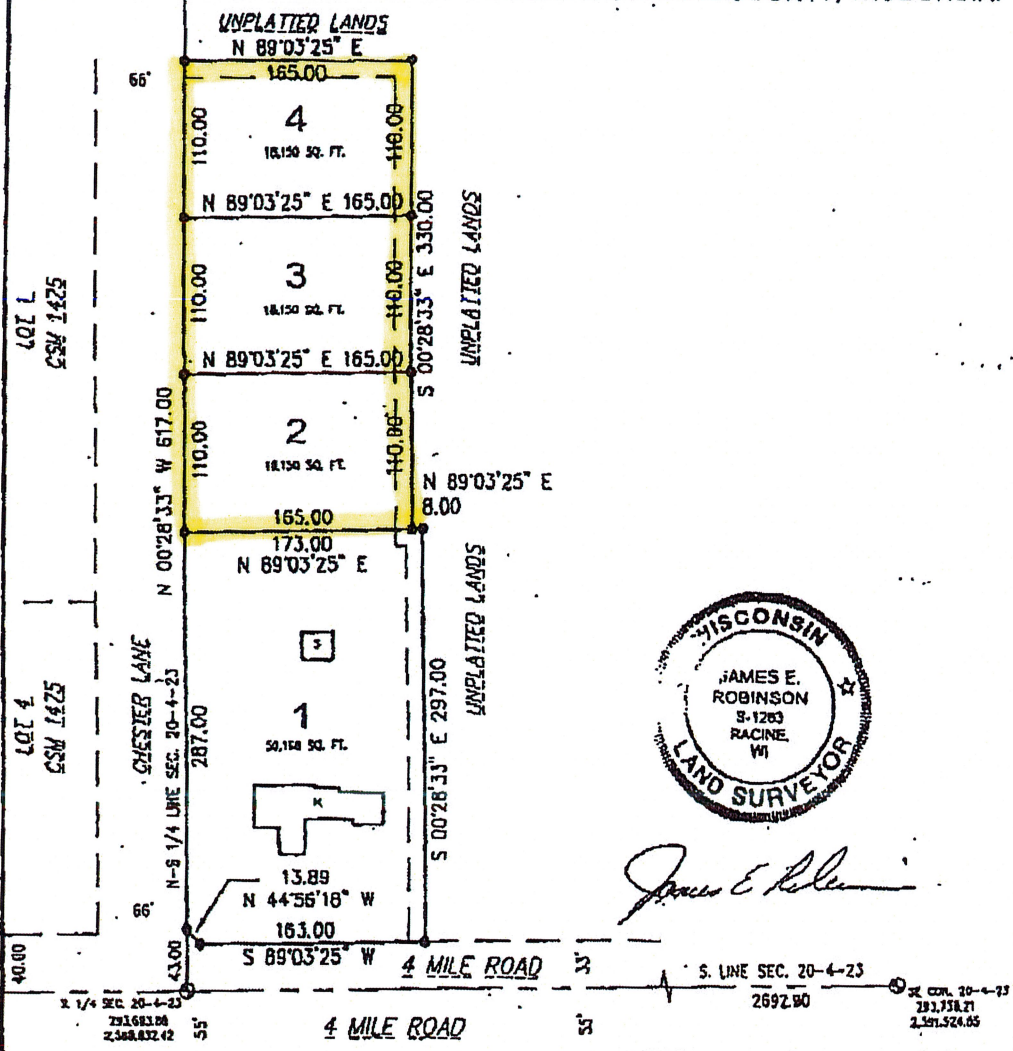
In looking at the Wisconsin DNR Surface Water Data Viewer there are no mapped wetlands shown on the site. The Surface Water Data Viewer also indicates that there may be hydric soils to the East end of the property that may be conducive to wetlands on the site. A Wetland Delineation should be performed as part of the Storm Water Management Plan. Any Wetlands will need to be shown on the CSM.

Move to conditionally approve the Konecko CSM on parcel 51-104-04-23-20-124-010 subject to the following:

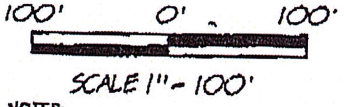
- 1. An updated CSM document is provided from a registered land surveyor.**
- 2. The Zoning setbacks & Minimum Frontage requirements for the R-6 Zoning District are listed on the CSM and the setback lines are shown on the lots.**
- 3. Sanitary Sewer and Water laterals will need to be installed to the lots. A plan for the lateral installation shall be submitted, reviewed, and approved. Road Opening Permits will also need to be obtained.**
- 4. A Storm Water Management Plan and a Master Site Grading Plan for the lot of the CSM will need to be submitted, reviewed, and approved by the Caledonia Utility District.**
- 5. A cost share agreement / maintenance agreement will need to be executed for the expansion of the Village Storm Water Pond.**
- 6. Place a 12' Drainage & Utility Easement along the North and East lot lines.**
- 7. A Wetland Delineation will need to be performed and all Wetlands will need to be shown on the CSM. The Wetland Delineation Report shall be submitted with the Final CSM.**
- 8. The CSM is subject to the Land Division per Lot fee.**
- 9. The Owner agrees to execute any and all agreements and make the necessary deposits the approval of the CSM.**
- 10. The Final CSM is submitted and recorded within 1 year of approval by the Village Board.**

CERTIFIED SURVEY MAP NO. _____

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 4 NORTH,
RANGE 23 EAST, IN THE TOWN OF CALEDONIA, RACINE COUNTY, WISCONSIN.

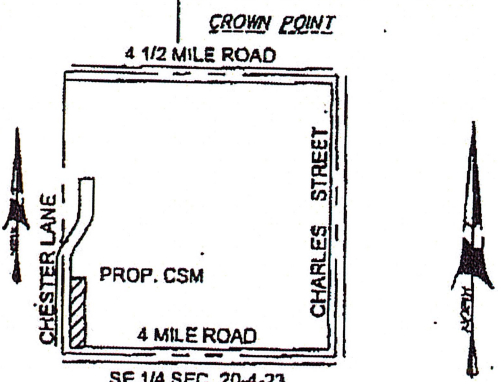


James E. Robinson



NOTES:
 ROBERT M. & PATRICIA A. CAVAN
 2320 FOUR MILE ROAD, RACINE WI. 53402
 SURVEYOR: NIELSEN MADSEN & BARBER, S.C.
 1339 WASHINGTON AVENUE, RACINE, WI 53403
 ALL ELEVATIONS REFER TO NATIONAL
 GEODETIC DATUM OF 1929.
 BEARINGS BASE: GRID NORTH, WISCONSIN
 COORDINATE SYSTEM, SOUTH ZONE.
 BASED UPON NAD 1927, THE SOUTH LINE OF THE
 SE 1/4 OF SECTION 20 IS ASSUMED TO BEAR
 N 89°03'25\"/>

LEGEND:
 ○ 1" O.D. IRON PIPE FOUND
 ● 1.315" O.D. x 18" I.P. - 1.58 LBS/LIN FT. SET
 ⊕ 6" CONC. MON. W/ BRASS CAP FOUND
 — DENOTES 12' EASEMENT FOR UTILITIES
 AND DRAINAGE



SE 1/4 SEC. 20-4-23
LOCATION MAP

Date: September 1, 2004.
 This instrument was drafted by James E. Robinson
 2004281.DWG

RESOLUTION NO. 2022-43

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA DENYING AN AMENDMENT TO A CONDITIONAL USE PERMIT TO INCLUDE THE OPERATION OF A U-HAUL BUSINESS WITH OUTDOOR STORAGE OF VEHICLES AND TRAILERS LOCATED AT 7952 USH 41, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; JOY PETER, APPLICANT, KIDANGAVIL INC., OWNER

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

WHEREAS, Joy Peter, Applicant, has requested an amendment to the existing conditional use approving the operation of a gas fueling station with convenience store to include the operation of a U-Haul rental business with outdoor storage of vehicles and trailers located at 7952 USH 41, Parcel ID No. 104-04-22-07-076-00, Village of Caledonia, Racine County, WI; and,

WHEREAS, the Applicant appeared before the Village Plan in November of 2021 requesting the amendment to the conditional use permit the Plan Commission requested a scaled site plan showing the location of vehicles and trailers, fencing along the eastern portion of the site and a gravel pad where U-Haul trailers would be stored on site. Furthermore, the Plan Commission requested a truck modeling plan illustrating how semi-tractors and trailers and emergency vehicles could safely enter and exit the site if U-haul vehicles and trailers were parked on the site

WHEREAS, on or about April 11, 2022, the Applicant submitted a modified site plan that is not scaled and is the same as the previously submitted plan, however, distances between vehicles, trailers and structures on the site have been labeled.

WHEREAS, the Village of Caledonia Plan Commission recommended denial of the amendment to the conditional use request for the reasons stated in the meeting minutes dated April 25, 2022 and as follows:

1. The Applicant has not provided a scaled site plan or documentation demonstrating safe vehicle circulation;
2. The Applicant has not demonstrated by substantial evidence that the site circulation can handle the safe entering and exiting of emergency vehicles, semi-trucks, and other long vehicles with the parking of U-Haul vehicles on the site;
3. The Applicant has not provided for the requested privacy fence on the northeast portion of the site; and
4. The site circulation cannot be safely addressed with appropriate conditions, because the site is too small to accommodate such expanded use.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the requested amendment to the conditional use set forth above, is hereby denied for the same reasons stated by the Village Plan Commission as set forth above.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

**RESOLUTION NO. 2022-44
(5/9/2022)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
CALEDONIA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
CLARK DIETZ, INC. FOR ENGINEERING SERVICES.**

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

WHEREAS, the Village of Caledonia is in need of a Traffic Impact Analysis (TIA) for the Public Safety Building for an access out to 4 Mile Road (County Trunk Highway G) which cannot be performed with inhouse staff.

WHEREAS, the Village of Caledonia has been in discussion with a developer for the development of multiple properties within TID #4 and Professional Engineering Services have been requested by counsel to be part of the Development Review Team.

WHEREAS, staff has recommended that Clark Dietz, Inc be utilized for the TIA for the Public Safety Building because Clark Dietz is a subcontractor of FGM Architects, the designer of the Public Safety Building.

WHEREAS, counsel has recommended that Clark Dietz, Inc be utilized for Professional Engineering Services for the proposed development in TID #4 based on past work experience.

WHEREAS, the Professional Engineering Services would be utilized on an as needed basis and would be charged on a Time & Material basis according to the General Billing Rates. Professional Engineering Services that are identified outside of General Engineering will be scoped and authorized.

NOW THEREFORE BE IT RESOLVED THAT, the Board of Trustees of the Village of Caledonia approves the Professional Services Agreement set forth in **Exhibit A**.

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

VILLAGE OF CALEDONIA

By: _____
James Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

PROFESSIONAL SERVICES AGREEMENT

Project Name (“Project”)

GENERAL ENGINEERING SERVICES

This Agreement is by and between

Village of Caledonia (“Client”)
5043 Chester Lane
Caledonia, WI 53402

and

Clark Dietz, Inc. (“Clark Dietz”)
759 North Milwaukee Street, Suite 624
Milwaukee WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

Agreed to by Clark Dietz

By: _____
Kathy Kasper

By: _____
Mustafa Emir

Title: Village Administrator

Title: Executive Vice President

Date: _____

Date: _____

**PART I
SERVICES BY CLARK DIETZ**

A. Project Description

1. The "Client" is retaining Clark Dietz to perform General Engineering Services for a set fee and term. Clark Dietz will provide these services defined below in the scope of work on a fixed retainer basis.

B. Scope

Clark Dietz will provide Services only as specifically requested and directed by the Client, and upon written notice to proceed based on an approved Work Order for specific Services.

Services will be delivered on an hourly fee basis.

All Services shall be approved by Client in advance in the form of a Work Order setting forth the proposed Services with an estimate of the total cost at rates and costs at or below the Schedule of General Billing Rates and the Schedule of Project Related Expenses, or an agreed upon fixed fee.

C. Schedule

1. This agreement shall remain in effect for starting on May 1, 2022 until December 31, 2027.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Wisconsin.
2. Traditional street or road reconstruction projects (other than mill and overlay type rehabilitation) involving topographic survey, plan profile design, and a full set of construction drawings are not included in General Engineering Services. These projects, when needed, will be separately scoped and authorized by the Client.
3. Sewer, water, and drainage construction projects involving topographic survey, plan profile design, DNR/MMSD permitting, and a full set of construction drawings are not included in General Engineering Services. These projects, when needed, will be separately scoped and authorized by the Client.
4. Legal descriptions, the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services when needed, will be separately scoped and authorized by the Client.
5. Traffic studies, geotechnical investigations, or contaminated site Phase I or Phase II environmental assessment investigations or remediation activities, when needed, will be separately scoped and authorized by the Client.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Anthony Bunkelman, PE, Public Services Director.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III

COMPENSATION

A. Compensation

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Agreement will be invoiced on a hourly basis. The hourly rates billed includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-

copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.

9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners,

employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$ 250,000 , whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

22. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2022

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$250.00
Engineer 8	235.00
Engineer 7	225.00
Engineer 6	205.00
Engineer 5	185.00
Engineer 4	160.00
Engineer 3	145.00
Engineer 2	130.00
Engineer 1	120.00
Technician 5	160.00
Technician 4	145.00
Technician 3	130.00
Technician 2	115.00
Technician 1	95.00
Intern	90.00
Clerical	90.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

**RESOLUTION NO. 2022-47
(5/9/2022)**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EHLERS FOR FINANCIAL SERVICES AS RELATES TO A SPECIFIC PROPOSED PROJECT WITHIN TID#4.

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

WHEREAS, the Village of Caledonia is in need of financial services pertaining to a specific proposed project within TID#4 which cannot be performed with inhouse staff.

WHEREAS, the Village of Caledonia has been in discussion with a developer for the development of multiple properties within TID #4 and Professional Financial Services have been requested by counsel to be part of the Development Review Team.

WHEREAS, counsel has recommended that Ehlers, Inc be utilized for Professional Financial Services for the proposed development in TID #4 based on past work experience.

WHEREAS, the Professional Financial Services would be utilized on an as needed basis and would be charged on a Time & Material basis according to the General Billing Rates. Professional Financial Services that are identified outside of General Financial will be scoped and authorized.

NOW THEREFORE BE IT RESOLVED THAT, the Board of Trustees of the Village of Caledonia approves the Professional Services Agreement set forth in **Exhibit A**.

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

VILLAGE OF CALEDONIA

By: _____
James Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

May 2, 2022

Kathy Kasper, Village Administrator
Village of Caledonia, Wisconsin
5043 Chester Lane
Racine, WI 53402

Re: Written Municipal Advisor Client Disclosure with the Village of Caledonia (“Client”) for South Hills Development Project Review and Analysis (TID 4) (“Project” Pursuant to MSRB Rule G-42)

Dear Kathy:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the end.

Todd Taves
Senior Municipal Advisor/Managing Director

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual/Potential Material Conflicts of Interest

Ehlers has identified the following actual or potential material conflicts of interest as part of this project:

Client is aware that Ehlers has a municipal advisory relationship with the Village of Mount Pleasant. With respect to the work to be completed as part of the Project it is possible that Client and the Village of Mount Pleasant could have differing objectives as the Project proceeds.

Ehlers made the Village of Mount Pleasant and its legal counsel aware of Client's request to engage Ehlers for the Project. Mount Pleasant has no objection to the engagement. Based on our discussion on Monday, April 25, and as confirmed by Mount Pleasant, both Client and Mount Pleasant have a common objective in pursuing the Project. If during the course of work on the Project Ehlers identifies an actual conflict of interest we will notify both Client and Mount Pleasant to determine whether the conflict can be mitigated to allow Ehlers work on the Project to continue.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their

transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

SOUTH HILLS DEVELOPMENT PROJECT REVIEW AND ANALYSIS

Scope of Service

Client has retained Ehlers to assist Client with evaluating the economic feasibility of a proposed industrial development within the Village's Tax Incremental District No. 4. We will provide the following scope of services in connection with the Project:

- Update our last TID No. 4 model to reflect the current financial position of the District.
- Model one or more alternative development and cash flow scenarios to determine whether provision of the requested assistance for the Project is economically feasible, and if so, how best to structure that assistance.
- Provide recommendations as to the timing of an amendment to the TID No. 4 Project Plan based on established constraints.
- If it is determined that undertaking the Project in TID No. 4 is not feasible, assist with identifying and evaluating potential alternatives.
- Attend meetings of the Project working group as requested.
- Attend meetings of the Village Board or its committees as requested.
- Provide input on deal terms related to the tax incremental financing plan for the Project that will need to be incorporated into a development agreement.
- Review and provide comment on development agreement.

Compensation

We will bill Client hourly at the rates shown in the table. Meeting attendance or calls involving attendance or participation by more than one advisor will be billed at the rate of the Senior Advisor present.

Advisor	Position	Hourly Rate
Todd Taves	Senior Municipal Advisor	\$350
Harry Allen	Financial Specialist	\$200

RESOLUTION NO. 2022-45

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO PURCHASE LICENSES, EQUIPMENT AND STORAGE FOR A COMPLETE BACK UP SOLUTION

WHEREAS, the Village of Caledonia recently signed a contract with Ontech Services to provide IT services and as part of that process, Ontech conducted an assessment; and

WHEREAS, Ontech found that the Village of Caledonia does not currently have an adequate backup solution for the Village servers; and

WHEREAS, Ontech Services recommends a combination of on site and cloud storage using Acronis (see Exhibit A); and

WHEREAS, Village staff recommends the Village follow Ontech's recommendations;

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Village will purchase Acronis as back up for our virtual servers and hardware to provide additional on-site security as described in Exhibit A which is attached hereto and incorporated herein subject to final review by the Village Administrator; 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 _____, 2022.

VILLAGE OF CALEDONIA

By: _____
Jim Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk



We have prepared a quote for you

Data Backup

Quote # TS010695
Version 1



Prepared for:

Village of Caledonia

Michelle Tucker
MTucker@caledonia-wi.gov

Prepared by:
Ontech Systems Inc.

Taylor Schmidt
taylor@ontech.com

Acronis Cloud Backup

Description	Recurring	Qty	Ext. Recurring
Subscription Licenses			
Acronis Virtual Server Backup Agent Subscription <ul style="list-style-type: none"> 1 Virtual Server 1 Month 	\$35.00	8	\$280.00
Cloud Storage & Recovery			
Ontech Cloud Backup Powered by Acronis - 2TB-3TB Storage Tier <ul style="list-style-type: none"> Monthly Subscription Storage will automatically increase to the next storage tier if needed Cloud backup includes storage and cloud failover (billed separately) Cloud failover for disaster recovery billed at \$5/ per hour 	\$325.00	1	\$325.00
Cloud Seed Drive			
Monthly Subtotal:			\$605.00

NAS & Drives

Description	Price	Qty	Ext. Price
Synology DS920+ 	\$690.00	1	\$690.00
Western Digital Red Pro 10 TB Hard Drive 	\$415.00	3	\$1,245.00
Subtotal:			\$1,935.00

Services

Description	Price	Qty	Ext. Price
Estimated Installation & Configuration <i>Note: this is a time estimate that will be invoiced separately during our semi-monthly billing for actual time of service.</i>	\$900.00	1	\$900.00
Subtotal:			\$900.00



Data Backup

Quote Information:

Quote #: TS010695

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
NAS & Drives	\$1,935.00
Services	\$900.00
Total:	
	\$2,835.00

Monthly Expenses Summary

Description	Amount
Acronis Cloud Backup	\$605.00
Monthly Total:	
	\$605.00

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.

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

Ontech Systems Inc.

Village of Caledonia

Signature:

Name: Taylor Schmidt

Title: Account Manager

Date: 04/29/2022

Signature:

Name: Michelle Tucker

Date:

RESOLUTION NO. 2022-46

RESOLUTION ACCEPTING THE PROPOSAL FROM MCMAHON ASSOCIATES, INC. FOR A STUDY FOR SHARED SERVICES MODELS FOR FIRE/EMS SERVICES

WHEREAS, the Villages of Caledonia, Mount Pleasant and Sturtevant issued a Request for Proposals for a Study for Shared Services Models for Fire/EMS services; and

WHEREAS, five proposals were received in response to this request; and

WHEREAS, an evaluation team comprised of two members from each village and one member from the county met to evaluate and rate these proposals resulting in interviews of the two top scoring firms; and

WHEREAS, the evaluation team, after rating and interviewing, unanimously chose McMahon Associates, Inc, as the firm to perform this study; and

WHEREAS, the Village of Caledonia has sufficient funding available within General Fund Contingency, account number 100-90-65100, to fund their portion of this project; and

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the proposal by McMahon Associates Inc. set forth in Exhibit A, which is attached hereto and incorporated herein, is accepted, and approved, and the Village Administrator is authorized to execute the proposal and approve contingencies with the total not to exceed \$20,000.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Deputy Village Clerk

Project Fee / Schedule

Project Fee

McMahon Associates, Inc. proposes to provide all the Scope of Services described in this Proposal for the Feasibility Study as follows:

Complete Lump Sum Amount: \$43,500

Upon acceptance of this Proposal, McMAHON will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated March 19, 2020, which are incorporated into this Proposal for reference.

We will complete the work tasks as defined in our proposal for the lump sum amount presented in the proposal. Only if the scope of the project changes would there be any additional hours billed to the project. These changes in project costs would only occur after approval by appropriate Community personnel.



McMAHON ASSOCIATES, INC.

GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.

6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

AGREEMENT For PROFESSIONAL SERVICES

Villages of Mount Pleasant, Sturtevant and Caledonia
8811 Campus Drive
Mount Pleasant, WI 53406

Date: April 26, 2022

McM. No. M0630-04-22-00310

PROJECT DESCRIPTION:

McMahon will perform the Feasibility study for shared Fire and EMS Services as described in the RFP dated February 28, 2022 and the McMahon Proposal dated March 25, 2022 for the Villages of Mount Pleasant, Sturtevant, and Caledonia.

SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Project Planning Meeting with Client.
- Initial Assessments and Observations.
- Continued Assessment, Documentation, Interviews & Observations.
- Project Status Meeting with Client.
- Analysis, Performance Review and Recommendations. Followed with a recommendations meeting with client.
- Document preparations and review.
- Draft report review meeting with client.
- Presentation to the Villages.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope of Services and fee is based upon the understanding that the Owner will provide the following:

- A single source contact with each Village whom all communication is to occur.
- Timely assistance with documentation requests

The Villages of Mount Pleasant, Sturtevant, and Caledonia agree that the Project Description, Statement of Understanding, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc. However, nothing shall prevent the Villages from releasing any document related to this Agreement pursuant to Wis. Stat. §19.35, et. seq (hereinafter referred to as “the Wisconsin Open Record’s Law”). The Villages, in their sole discretion, will determine whether any document related to this Agreement, including this Agreement, shall be made available to a requester under the Wisconsin Open Records Law and shall inure no liability to McMahon for such decisions to disclose pursuant to an open records request.

COMPENSATION: (Does Not Include Permit or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
- Lump Sum: **\$43,500**
- Other:

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as follows:

- This project will take approximately five (5) months to complete.
-

ACCEPTANCE:

The General Terms & Conditions and the Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahan Associates, Inc. Is Hereby Authorized To Proceed With The Services.

- This Agreement Confirms Our Written Proposal, Dated: March 25, 2022
- This Agreement Confirms Our Verbal Estimate Given On: _____

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

Village of Mount Pleasant

By:

Dave DeGroot

Title: Village President

Date: _____

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin

By:

Jeffrey R. Roemer

Title: Public Safety Manager

Date: April 26, 2022

Village of Mount Pleasant

By:

Stephanie Kohlhagen

Title: Village Clerk

Date: _____

Village of Sturtevant

By:

Mike Rosenbaum

Title: Village President

Date: _____

Village of Sturtevant

By:

Cheryl Zamecnik

Title: Village Clerk

Date: _____

Village of Caledonia

By:

Jim Dobbs

Title: President

Date: _____

Village of Caledonia

By:

Joslyn Hoeffert

Title: Village Clerk

Date: _____

Please Return One Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



McMAHON ASSOCIATES, INC.
GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the each Village (hereinafter referred to collectively as the 'Owner') monthly with net payment due in 30-days. Each Village agrees that it is responsible for a portion of the lump sum in the following amounts: Village of Mount Pleasant-\$19,250.00, Village of Caledonia-\$19,250.00, Village of Sturtevant-\$5,000.00 Each monthly invoice will reflect 25% of the apportioned lump sum provided for in this Agreement, with the final invoice submitted upon project completion. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation.....	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury.....	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage.....	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
10. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
12. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.

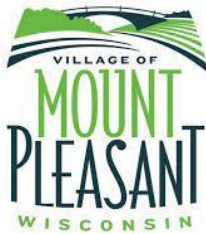
Proposal Feasibility Study: Shared Fire/EMS Service

Feasibility Study: Shared Fire/EMS Service

Prepared for

VILLAGES OF MOUNT PLEASANT, STURTEVANT, AND CALEDONIA

RACINE COUNTY, WISCONSIN



March 25, 2022

M0032-04-99-00001\W:\WP: \Mount Pleasant

Prepared By

JEFFREY R. ROEMER

McMAHON
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE | NEENAH, WI 54956
Mailing P.O. BOX 1025 | NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

[Public Safety & Municipal Management](#)

Proposal Feasibility Study: Shared Fire/EMS Service

Feasibility Study: Shared Fire/EMS Service

Prepared for

VILLAGES OF MOUNT PLEASANT, STURTEVANT, AND CALEDONIA

RACINE COUNTY, WISCONSIN

Prepared By

McMahon Associates, Inc. | NEENAH, WISCONSIN

March 25, 2022

McM. No. M0032-99-02-00001\W:\WP: \Mount Pleasant

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Public Safety & Municipal Management

March 25, 2022

Racine County Executive Jonathan Delagrave
Courthouse (10th Floor)
730 Wisconsin Avenue
Racine, WI 53403

Dear Mr. Delagrave,

We are pleased to submit a proposal for the Feasibility Study: Shared Fire/EMS Service. Our teams' passion for Public Safety provides the basis for our interest in submitting this proposal. The McMahon Associates, Inc. (McMAHON) team of consultants will not only meet your expectations, but also has extensive Public Safety experience.

McMAHON's Public Safety and Municipal Management Group is a National and International consulting group whose focus is on Public Safety Consulting Services. Most of our clients are Public Sector Entities: Municipalities, Counties, Tribes, or Special Districts. Our team of consultants are all Senior Level staff and are either current or former Municipal Management Practitioners. An important component of our approach is frequent communication with our client and their project team.

Our extensive Operational and Strategic experience in the Public Safety and Municipal Management area uniquely qualifies us for a project of this nature. The team has Management, Operational, Technical, and Consulting experience with all types of Municipal and Public Safety operations.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-751-4200 ext. 401 or by email at jroemer@mcmgrp.com. We look forward to working with you on this important project!

Respectfully,
McMahon Associates, Inc.

Jeffrey R. Roemer, CPM
Public Safety Manager

Description of the Firm & Qualifications

History of McMAHON

McMAHON provides full-service engineering, architecture, public safety, and municipal management to public and private sector clients. We are driven by service -inspired philosophy to achieve client satisfaction on every project. McMAHON started as a small civil engineering firm in 1909 providing services to those in the Wisconsin Fox River valley. After more than a century in business McMAHON remains rooted in the core values that founded us – providing unmatched services for our clients and building long-standing relationships. McMAHON now has offices in Illinois and Indiana in addition to our corporate headquarters in Neenah, WI.

In 2020, McMAHON expanded its client services portfolio to include Public Safety and Municipal Management (PS&MM) by acquiring RW Management Group, Inc., a long standing international public safety and municipal management consulting firm. The professionals in the PS&MM group are committed to the needs and issues of public safety and government. We're experts at what we do because we have real-life experience as law enforcement officers, fire officials, EMS providers, municipal administrative staff, military personnel, and public safety specialists.

By working with this team, communities can improve the services they deliver to their residents. We provide on-site assistance for municipal administrations, providing counsel, recommendations and help in implementation of those recommendations.

We also work collaboratively with our engineering and architectural design colleagues to enhance the safety and security of facilities – from design to day-to-day operations.

Our Public Safety and Municipal Management group is led by public safety manager Jeff Roemer who has more than 30 years of experience in public safety and municipal administration.

Size of the Firm

The McMAHON team consists of more than 150 professionals including engineers, architects, surveyors, consultants, and technicians. The PS&MM group has 18 consultants on staff, ready to begin any project immediately upon agreement by our clients.

Public Safety and Municipal Management consulting provides professional project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- American Society for Public Administration
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs

- Association of Public Safety Communications Officials
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

To date, the PS&MM group has completed over 300 separate public safety engagements, both multi and single agencies, and has worked with over 500 municipal clients.

Qualifications

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

Summary of the Proposal & Methodology

Our approach to this project requires a clear understanding of the current Fire and Emergency Medical Service organizations servicing Racine County, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input

To complete the feasibility study and make specific recommendations, it is critical that we receive quality information from officials, staff, and members of the involved communities. Accordingly, our approach includes regular meetings with Community, Fire and EMS Administration, along with associated agencies that would have valuable information to communicate to the Service.

Practical Recommendations

Our goal is to provide you with recommendations that can be used now, and in the future, to improve the efficiency and effectiveness of the Community's public safety. These recommendations need to be based on industry standards and legal considerations.

Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with Community Administration.

Quality Assurance

A Quality Control Plan (QCP) is established for every project. The purpose of the QCP is to ensure our consultants are following the McMAHON Way standard of quality during the project or study they are engaged in through implementation of quality processes early and throughout the project. The Consultants will achieve this by providing adequate time in the schedule for thorough reviews of the deliverables, using appropriately skilled personnel, and documenting review processes. In the end, McMAHON wants to ensure our service conforms to valid customer requirements including laws, rules, procedures, policies, and standards.

Work Plan: Scope of Work

Project Kickoff

- Develop a project team of appropriate users and stakeholders to oversee and participate in the project. The project team will coordinate project schedules, evaluate findings and recommendations, review and present the final documents.
- Prepare for and conduct Project Planning Meeting with McMAHON Project Manager, the Project Team and key project personnel. The purpose of the meeting will be to define scope and mission, discuss the work plans, establish liaison responsibilities, coordinate project schedules, and confirm other general arrangements.

Initial Assessment and Observations

- Obtain and review documentation pertaining to this project, such as existing Fire/EMS operationally related documentation, policies and procedures, detailed call volume statistics, community development plans, service contracts, surveys, capital improvement plans and previous studies.
- Develop and provide instructions for the completion of public safety operations questionnaires to assist McMAHON in gaining an understanding of the current Fire/EMS environment. Distribute questionnaires to the appropriate personnel. Upon completion, McMAHON will collect and analyze the questionnaires prior to conducting any on-site interviews or department observations.

Continued Assessment and Documentation

- Assess the current Fire/EMS operations and begin to assess future needs by conducting interviews and on-site observations with representatives of the agencies. The interviews and observations will be held in both group and individual settings with personnel from the following areas:
 - ◆ Elected or appointed officials
 - ◆ Fire/EMS Department Members
 - ◆ Surrounding Fire/EMS Departments
 - ◆ Medical Director
 - ◆ Police Department officials
 - ◆ Dispatch and Communications staff
 - ◆ Office of Emergency Management
 - ◆ Economic Development

Interviews and observations will primarily focus on the following areas:

- ◆ Fire Rescue administration and operations.
- ◆ Analysis of assets - including fleet and equipment, and maintenance.
- ◆ Personnel evaluation to support service expansion/consolidation.
- ◆ Current and anticipated budget issues – including funding, transitional costs, and potential cost savings.
- ◆ EMS billing - analysis.
- ◆ Economic development plans.
- ◆ Facilities.
- ◆ Licensing and inspections.
- ◆ Existing contracts for potential reassignment.
- ◆ Expansion of current service sharing agreements.
- ◆ Expansion of current South Shore Fire/EMS contract to include Caledonia.
- ◆ Consolidation of the South Shore Fire/EMS with Caledonia.
- ◆ Creation of a new South Shore Fire/EMS to include Mount Pleasant, Sturtevant, and Caledonia.

- Prepare for and facilitate a project status meeting to discuss the results of the interviews and on-site observations and to review the next steps of the project.

Analysis, Performance Review and Recommendations

- Review present Public Safety workflows and processes to analyze and develop potential organizational and operational requirements. This review will be based on the Commission of Fire Accreditation International categories and criteria, and the Commission of Accreditation of Ambulance Services (CAAS).
- Determine any changes, or future trends, for public safety industry standards related to operational requirements. During the development of all recommendations, McMAHON will consider many factors and standards as a basis for recommendations, including:
 - ◆ State of Wisconsin Statutes and Administrative Code
 - ◆ National Highway Safety Traffic Administration (NHSTA)
 - ◆ Federal Emergency Management Association (FEMA)
 - ◆ Local Related Ordinances
 - ◆ Commission on Fire Accreditation International (CFAI)
 - ◆ Commission on Accreditation of Ambulance Services (CAAS)
 - ◆ National Fire Protection Association (NFPA)
- Prepare for and facilitate a Recommendations Meeting to present preliminary findings and obtain feedback from the Project Team.
- Develop a comprehensive detailed Shared or Cooperative Fire/EMS Service Analysis (Analysis), utilizing the information provided by the documentation received, the interviews and on-site observations. The projected growth and level of service needs will be considered during the development of these recommendations to include:
 - ◆ Operational and administrative assessment of the Fire/EMS Services
 - ◆ Service demand level and ability to meet the demand
 - ◆ Effectiveness and efficiency improvements
 - ◆ Evaluation of coordinated public safety operations
 - ◆ Evaluation of shared services options
 - ◆ Any other issues identified during the analysis

Document Preparation and Review

- List and describe the findings and recommendations with regards to administration and public safety operations. Equipment, staffing, and training will be included in the recommendations.
- Prepare budget impact estimates by implementation recommendations, identifying initial and recurring costs in a separate category for each resource.
- Assemble the Study document by performing a detailed quality assurance review of the document to ensure that the document meets the expectations of the Project Team and conforms to McMAHON's standards.
- Prepare, produce, and deliver the draft Study to the Project Team for review. Facilitate a Report Delivery Meeting to review content as well as schedules and expectations for the remaining project steps.
- Facilitate a Study Review Meeting with the Project Team approximately one (1) week after initial delivery to answer questions regarding the content of the Study. Make any changes to the Study based on the discussions at the Study Review Meeting. Produce and deliver final document copies to the Project Team.
- Facilitate a Study review presentation for the multiple Village Boards.

Project Schedule

McMAHON has the staff available to begin this project immediately upon award. Based on our prior experience on similar projects, it is estimated that this analysis will take approximately five (5) months to complete. This timeline is contingent upon data being readily available and in a format that facilitates analysis.

Project Timeline

The project timeline, including dates for deliverables, will be established with the client team at the Project Kickoff meeting. Timelines are adjusted according to the complexity of the project and analysis. Listed below is an approximate timeline based on the scope known to date and deliverables.

Scope of Work	Deliverables	Approximate Timeline
Project Planning Meeting with Client	Appropriate users and stakeholders to oversee and participate in the project. Define scope and mission, discuss the work plans, establish liaison responsibilities, coordinate project schedules, and confirm other general arrangements.	Kickoff / Planning meeting is held within one week of awarding and executing Agreement with McMAHON.
Initial Assessments and Observations	Obtain and review documentation pertaining to this project and complete public safety operations questionnaires.	Generally, it takes approximately two weeks for the client to gather documentation and questionnaires to be returned.
Continued Assessment, Documentation, and Interviews & Observations	Interviews and onsite observations	Generally, interviews and onsite visits begin approximately 2 weeks following the client's submittal of documents and questionnaires.
Project Status Meeting with Client	Discussion and presentation of initial findings	Generally, the meeting is held approximately 2 weeks after the conclusion of interviews and onsite observations
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Scope of Work	Deliverables	Approximate Timeline
<p>Analysis, Performance Review and Recommendations</p> <p>Conduct a Recommendations meeting with client.</p>	<p>Analysis of workflows and processes compared to national accreditation standards, guidelines, and state statutes. Develop a comprehensive detailed Shared or Cooperative Fire/EMS Service Analysis.</p>	<p>This analysis phase begins immediately following the Project Status meeting with the client. The Recommendations meeting with the client project team takes place approximately one-month following the Project Status meeting</p>
<p>Document preparation and review</p> <p>Draft report review meeting with client</p> <p>Presentation to Villages</p>	<p>List and describe the findings and recommendations with regards to administration and public safety operations. Equipment, staffing, and training will be included in the recommendations. Prepare budget impact estimates. Conduct detailed quality assurance / control on the project. Prepare, produce, and deliver the draft Study to the Project Team for review. Facilitate a Study review presentation for the multiple Village Boards</p>	<p>This last phase of the project and subsequent meetings occur approximately 4-6 weeks following conclusion of the Recommendations meeting with the client.</p>

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMAHON). The Project Manager supervises the Project Team and clerical personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

Daniel B. Burns, RN, MBA – Public Safety Specialist

Dan will be the Project Manager for our Project Team and will coordinate the project work. He will advise on findings and recommendations. Dan is a proven healthcare leader with an intense focus on helping organizations and leaders improve quality, ensure positive financial impact, increase productivity, and enrich the customer experience. Key strengths include optimizing processes, service line management, financial and strategic planning, developing and nurturing new programs and business plans. He possesses a strong understanding of organizational structure and proven ability to align various stakeholders to business objectives. Dan spent 30 plus years of his career in Emergency Medical Services as a provider, educator and administrator of hospital-based EMS and prehospital care organizations.

Kevin Bierce, Public Safety Specialist

Chief Bierce has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions to include Assistant Chief, Division Chief of Prevention, Captain and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

Robert C. Whitaker – Public Safety Specialist

Robert will assist the Project Team with review of project specific information and processes as well advise on findings and recommendations. He has over 25 years of experience in the fire, emergency medical and emergency management field and currently works as a Fire Chief/Administrator of a consolidated fire department in Wisconsin. Before his position as Fire Chief/Administrator, he worked as a Deputy Chief of Administration, Battalion Chief and Training Chief. Robert has worked as a consultant on a variety of public sector management projects, including multiple projects on fire service consolidation and shared service initiatives.

Kevin K. Kloehn – Public Safety Specialist

Kevin has over 29 years of experience in the Fire, Emergency Medical, and Emergency Management field. He currently works as a Fire Chief of a consolidated fire department in Wisconsin. Before his position as Fire Chief, he worked as a Shift Commander/Battalion Chief, Captain, and Driver. Prior to becoming a career Fire Chief, Kevin worked as a Fire Chief for a Volunteer Department in which he consolidated two (2) Fire Departments within a Community. Kevin has experience on two (2) major Consolidation Projects, Strategic Planning, Emergency Operations Planning, and developing Training Plans for new Firefighters.

Edmund M. Henschel – Public Management Specialist

Ed is a Public Management Specialist with 40 years of municipal management experience. Prior to joining McMAHON, he served as a City Manager for 30+ years, serving municipalities in Wisconsin and Michigan. He was the Executive Director of the Wisconsin City/County Management Association for 10 years. He also has 18 years of municipal consulting experience conducting municipal recruitments, consolidation studies, department operation reviews, and labor negotiations.

Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. He has over 35 years of experience in public safety. Jeff is a certified public manager and has been providing full time public safety management consulting for the last 21 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

BARABOO (City of)

Fire Dept. Organizational & Consolidation Feasibility Study
Contact: Edward Geick, City Administrator
Ph. 608.355.2715

GREEN BAY (City of)

Interim Fire Chief Services
Contact: Eric Genrick, Mayor
Ph. 920.448.3000

DE PERE (City of)

Interim Fire Chief Services
Contact: Larry Delo, City Administrator
Ph. 920. 339.4044

DOOR COUNTY

Interim Emergency Services Director
Contact: Ken Pabich, County Administrator
Ph. 920.746.2552

JOHNSON CREEK (Village of)

Interim Fire Chief Services
Contact: Sam Bell, Village Clerk
Ph. 920. 699.2296

Menominee Tribe of Wisconsin

Emergency Management, Tribal Rescue, Security in Design and Security Analysis and Training Projects
Contact: Ben Warrington, Emergency Management Coordinator
Ph. 715.799.5002

Village of Germantown, WI

Fire Dept. Management Counsel

Steven Kreklow, Village Administrator
(262) 250-4775

Holmen Fire District, WI

Interim Fire Chief, Fire Dept. Management Counsel Services

Patrick Barlow, Fire Board Chairman
(608) 526-6307

Village of Mukwonago, WI

Fire Dept. Organizational Analysis

Jeff Stein, Fire Chief
(262) 363-6426